

PERMANENT STORMWATER EASEMENT

Part PPN: 449-24-029

KNOW ALL MEN BY THESE PRESENTS: That: City of Parma, Ohio, hereinafter the "GRANTOR", does hereby give, grant, bargain, and convey, to the Northeast Ohio Regional Sewer District, a regional sewer district organized and existing as an independent political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, hereinafter the "GRANTEE", acting pursuant to Resolution No. _____, adopted by its Board of Trustees on _____, 20 ____, forever and in perpetuity, a Stormwater Easement for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein, the "Easement Area", as described herein below) of the real estate situated in the City of Parma, and known as Parcel No. 449-24-029 (herein, the "Real Estate"). GRANTOR claims title to said Real Estate by deed recorded in the Cuyahoga County, Ohio Recorder's office at Volume 3735 Page 393.

The Easement Area contains 6.147 acres, more or less, within said Real Estate and is more particularly described in Exhibit "A" which is attached hereto, made a part hereof, and incorporated herein.

Said Stormwater Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever by the GRANTEE. This Stormwater Easement is provided to the GRANTEE for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing



and replacing stormwater facilities (herein, collectively, the "Facilities") within the Easement Area. The exercise and nature of the rights granted herein shall be at the sole discretion of the GRANTEE.

GRANTOR agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Easement Area or the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein or to otherwise conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

The GRANTEE shall, at all times, have the right to access the Easement Area and Facilities and to ingress and egress over the Real Estate to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Real Estate to access the Easement Area for the activities and purposes set forth herein. GRANTEE agrees to repair or replace, if necessary, any damages to the surface of the Real Estate disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes, except that GRANTEE shall not be required to replace any trees within the Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Easement Area after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of Stormwater Easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

CITY OF PARMA, OHIO,

By: _____

Print: _____

Title: _____

Signed and acknowledged
in the presence of:

STATE OF OHIO }

COUNTY OF CUYAHOGA } ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named City of Parma, Ohio, by _____,
its _____, who acknowledged that he did sign the foregoing, and that
the same is his free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at

_____, Ohio, this _____ day of _____, 20____,

NOTARY PUBLIC

The legal form of this instrument is approved.

DATE _____ .20 .

Eric Luckage
Chief Legal Officer
Northeast Ohio Regional Sewer District

Northeast Ohio Regional Sewer District

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

And: _____
Darnell Brown
President, Board of Trustees

This instrument prepared by:

Julie A. Blair, Esq.
Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115
(216) 881-6600

**Description of Permanent Easement
City of Parma, Ohio**

Situated in the City of Parma, County of Cuyahoga, State of Ohio, being part of Block "V" of the "H.A. Stahl's Properties Company's Ridgewood Subdivision No. 9" as recorded in Map Volume 86, Pages 8 – 13 and conveyed to the City of Parma by deed of record in Volume 3735, Page 393 records of the Recorder's Office, Cuyahoga County, Ohio and being a permanent easement further described as follows;

Beginning at a point being on the western right of way of Ridge Road (State Route 3) at the southeast corner of lot 5469 of said "Ridgewood Subdivision No. 9";

Thence South $00^{\circ}19'56''$ East a distance of 56.43 feet along the western right of way of said Ridge Road to a point on said western right-of-way line;

Thence following the courses and distances across said Block "V";

1. South $86^{\circ}42'44''$ West a distance of 214.73 feet to a point;
2. North $71^{\circ}38'22''$ West a distance of 16.20 feet to a point;
3. South $79^{\circ}25'11''$ West a distance of 17.99 feet to a point;
4. South $42^{\circ}18'11''$ West a distance of 33.33 feet to a point;
5. South $00^{\circ}15'17''$ West a distance of 140.92 feet to a point on the western right of way of Roycroft Drive, being 50 feet wide;

Thence with a curve turning to the right with an arc length of 136.93 feet, a delta angle of $4^{\circ}07'45''$, a radius of 1900.00 feet, with a chord bearing of South $59^{\circ}06'01''$ West, and a chord length of 138.90 feet along the western right of way of said Roycroft Road to a point;

Thence the following courses and distances across said Block "V":

1. South $83^{\circ}33'32''$ West a distance of 182.65 feet to a point;
2. South $61^{\circ}23'20''$ West a distance of 58.46 feet to a point;
3. South $13^{\circ}51'29''$ East a distance of 24.29 feet to a point;
4. South $09^{\circ}15'38''$ East a distance of 29.21 feet to a point;
5. South $38^{\circ}57'06''$ East a distance of 75.80 feet to a point on said western right of way of Roycroft Drive;

Thence with a curve turning to the left with an arc length of 77.90 feet, a delta angle of $26^{\circ}15'14''$, a radius of 170.00 feet, with a chord bearing of South $00^{\circ}53'09''$ East, and a chord length of 77.22 feet along the western right-of-way of said Roycroft Drive to a point;

Thence with a reverse curve turning to the right with an arc length of 119.26 feet, a delta angle of $13^{\circ}40'00''$, a radius of 500.00 feet, with a chord bearing of South $07^{\circ}10'46''$ East, and a chord length of 118.98 feet along the western right of way of said Roycroft Road to a point being on the northern right of way of West Ridgewood Drive (County Road 65);

Thence with a compound curve turning to the right with an arc length of 31.42 feet, a delta angle of $90^{\circ}00'00''$, a radius of 20.00 feet, with a chord bearing of South $44^{\circ}39'14''$ West, and a chord length of 28.28 feet along the northern right of way of said West Ridgewood Drive to a point on said northern right of way;

Thence South $89^{\circ}39'14''$ West a distance of 5.78 feet along the northern right of way of said West Ridgewood Drive to a point;

Thence the following courses and distances across said Block "V":

1. North 17°50'05" West a distance of 255.51 feet to a point;
2. North 89°54'02" West a distance of 141.53 feet to a point;
3. North 42°14'00" West a distance of 90.31 feet to a point;
4. North 18°37'49" West a distance of 62.62 feet to a point;
5. North 13°06'42" East a distance of 282.76 feet to a point on the southern right of way of Ridgewood Lakes Drive, being 60 feet wide;

Thence with a curve turning to the right with an arc length of 376.75 feet, a delta angle of 19°48'13", a radius of 1090.00 feet, with a chord bearing of North 56°21'53" East, and a chord length of 374.87 feet along the southern right of way of said Ridgewood Lakes Drive to a point at the northwest corner of said Block "V";

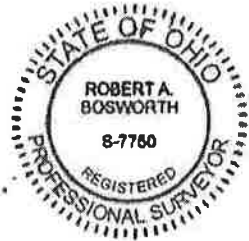
Thence the following courses and distances along the northern lines of said Block "V":

1. South 23°44'00" East a distance of 135.05 feet to a point;
2. South 66°37'30" East a distance of 130.83 feet to a point;
3. North 87°52'34" East a distance of 169.57 feet to a point
4. South 87°58'21" East a distance of 152.30 feet to the **Point of Beginning** containing 6.147 acres more or less.

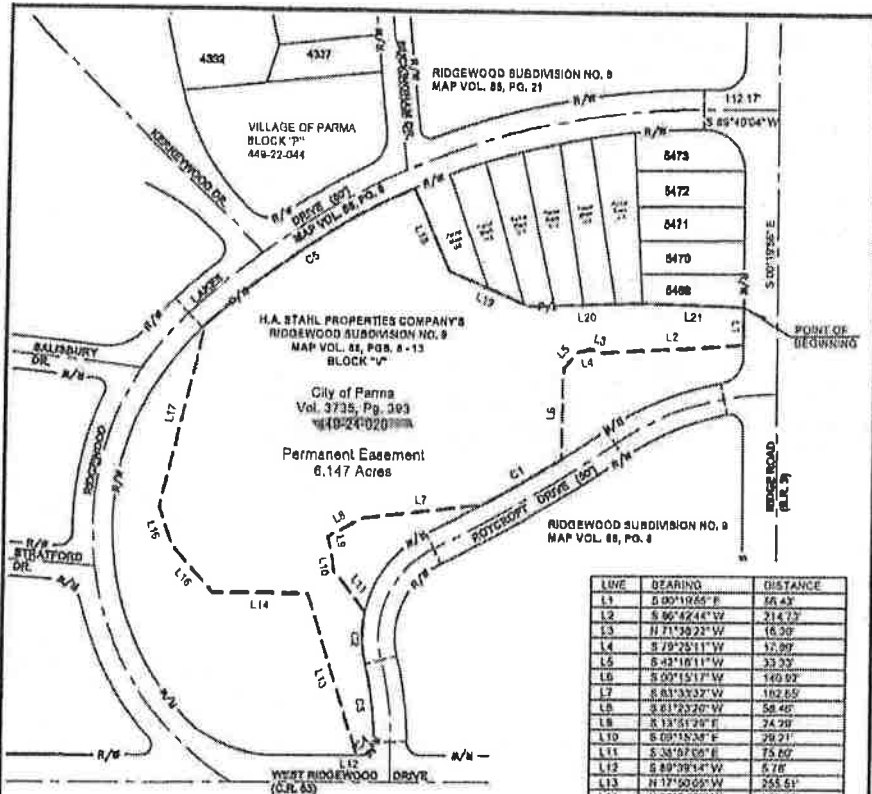
Cuyahoga County Auditor Tax Parcel 449-24-029

The bearings shown on herein are based on the bearing South 00°18'56" East for the centerline of Ridge Road (State Route 3) as determined by GPS network of field observations performed in January 2021, referenced from State of Ohio Department of Transportation Virtual Reference Station "PARMA", Ohio State Plane Coordinate System, North Zone, North American Datum 1983, (2011).

STANTEC CONSULTING SERVICES



Robert A. Bosworth 9-17-21
 Robert A. Bosworth Date
 Professional Surveyor No. S-7750



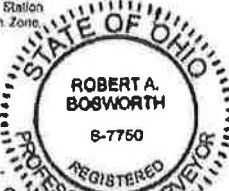
LINE	BEARING	DISTANCE
L1	S 00°19'55" E	66.43
L2	S 66°42'44" W	214.72
L3	N 71°39'23" W	16.30
L4	S 79°25'11" W	17.89
L5	S 49°16'11" W	33.32
L6	S 00°15'17" W	140.02
L7	S 83°33'27" W	182.65
L8	S 61°23'20" W	58.46
L9	S 13°51'29" E	24.29
L10	S 05°45'25" E	29.21
L11	S 33°02'05" E	75.60
L12	S 89°59'04" W	5.78
L13	N 37°50'05" W	255.61
L14	N 89°54'02" W	141.53
L15	N 42°14'02" W	80.31
L16	N 18°37'48" W	67.62
L17	N 13°06'42" E	262.70
L18	S 23°44'09" E	135.08
L19	S 68°37'30" E	130.63
L20	N 61°52'34" E	152.57
L21	S 87°58'21" E	152.30

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	4°07'43"	1500.00	136.93	S 55°06'01" W	130.92
C2	25°16'14"	176.00	77.92	S 66°23'59" E	77.72
C3	13°49'00"	300.00	119.76	S 01°18'40" E	118.66
C4	90°00'00"	20.00	31.42	S 44°39'14" W	28.29
C5	18°48'13"	1000.00	376.70	N 56°21'33" E	374.97



BASIS OF BEARINGS:
 The bearings shown hereon are based on the bearing South 00°19'56" East being the center of Ridge Road (State Route 3) as determined by GPS network of field observations performed in January 2021, referenced from State of Ohio Department of Transportation Vertical Reference Station "PARMA", Ohio State Plane Coordinate System, North Zone, North American Datum 1983, (2011).

**Permanent Easement of
 6.147 Acres
 across
 City of Parma, Ohio Property
 Parcel No. 449-24-029
 being in Block "V"
 H. A. Stahl Properties Company's
 Ridgewood Subdivision No. 9
 Map Volume 86, Pages 8 - 13**



STANTEC CONSULTING SERVICES INC.
 Robert A. Bosworth Date
 Professional Surveyor No. S-7760

Prepared by:
Stantec
 1300 Lake Shore Drive
 Columbus, Ohio 43204
 Phone: (614) 466-4583
 Fax: (614) 466-4382

PERMANENT STORMWATER EASEMENT
Part PPN: 449-22-044

KNOW ALL MEN BY THESE PRESENTS: That: City of Parma, Ohio, hereinafter the "GRANTOR", does hereby give, grant, bargain, and convey, to the Northeast Ohio Regional Sewer District, a regional sewer district organized and existing as an independent political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, hereinafter the "GRANTEE", acting pursuant to Resolution No. _____, adopted by its Board of Trustees on _____, 20____, forever and in perpetuity, a Stormwater Easement for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein, the "Easement Area", as described herein below) of the real estate situated in the City of Parma, and known as Parcel No. 449-22-044 (herein, the "Real Estate"). GRANTOR claims title to said Real Estate by deed recorded in the Cuyahoga County, Ohio Recorder's office at Volume 3735 Page 394.

The Easement Area contains 1.057 acres, more or less, within said Real Estate and is more particularly described in Exhibit "A" which is attached hereto, made a part hereof, and incorporated herein.

Said Stormwater Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever by the GRANTEE. This Stormwater Easement is provided to the GRANTEE for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing

and replacing stormwater facilities (herein, collectively, the "Facilities") within the Easement Area. The exercise and nature of the rights granted herein shall be at the sole discretion of the GRANTEE.

GRANTOR agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Easement Area or the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein or to otherwise conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

The GRANTEE shall, at all times, have the right to access the Easement Area and Facilities and to ingress and egress over the Real Estate to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Real Estate to access the Easement Area for the activities and purposes set forth herein. GRANTEE agrees to repair or replace, if necessary, any damages to the surface of the Real Estate disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes, except that GRANTEE shall not be required to replace any trees within the Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Easement Area after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of Stormwater Easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

CITY OF PARMA, OHIO,

By: _____

Print: _____

Title: _____

Signed and acknowledged
in the presence of:

STATE OF OHIO }

COUNTY OF CUYAHOGA } ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named City of Parma, Ohio, by _____,
its _____, who acknowledged that he did sign the foregoing, and that
the same is his free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at
_____, Ohio, this _____ day of _____, 20__.

NOTARY PUBLIC

The legal form of this instrument is approved.

DATE _____, 20__.

Eric Luckage
Chief Legal Officer
Northeast Ohio Regional Sewer District

Northeast Ohio Regional Sewer District

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

And: _____
Darnell Brown
President, Board of Trustees

This instrument prepared by:

Julie A. Blair, Esq.
Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115
(216) 881-6600

**Description of Permanent Easement
City of Parma, Ohio**

Situated in the City of Parma, County of Cuyahoga, State of Ohio, being all of Block "P" of "H.A. Stahl's Ridgewood Subdivision No. 8" as recorded in Map Volume 86, Pages 21 - 25 and conveyed to the City of Parma by deed of record in Volume 3735, Page 394 records of the Recorder's Office, Cuyahoga County, Ohio and being a permanent easement further described as follows;

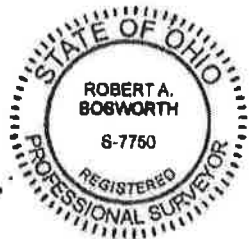
Beginning at a point on the western right of way of Buckingham Drive, being 50 feet in width also being the southeast corner of lot 4337 of said "H.A. Stahl's Ridgewood Subdivision No. 8";

Thence following the courses and distances along said Block "P";

1. South 06°04'56" East a distance of 91.46 feet along the western right of way of said Buckingham Drive to a point;
2. With a curve turning to the right with an arc length of 60.41 feet, a delta angle of 69°48'03", a radius of 49.59 feet, with a chord bearing of South 28°49'05" West, and a chord length of 56.75 feet continuing along the right of way of said Buckingham Drive, to a point being on the northern right of way of Ridgewood Lakes Drive, being 60 feet in width;
3. With a reverse curve turning to the left with an arc length of 146.81 feet, a delta angle of 7°18'51", a radius of 1150.00 feet, with a chord bearing of South 60°03'41" West, and a chord length of 146.71 feet along the northern right of way of said Ridgewood Lakes Drive, to a point;
4. With a reverse curve turning to the right with an arc length of 55.57 feet, a delta angle of 78°15'49", a radius of 40.68 feet, with a chord bearing of North 84°27'50" West, and a chord length of 51.35 feet along the right of way of said Ridgewood Lakes Drive, to a point being on the eastern right of way of Kerneywood Drive, being 60 feet in width;
5. With a compound curve turning to the right with an arc length of 207.54 feet, a delta angle of 31°07'45", a radius of 382.00 feet, with a chord bearing of North 29°46'03" West, and a chord length of 205.00 feet along the eastern right of way of said Kerneywood Drive, to a point at the southwest corner of lot 4332 of said "H.A. Stahl's Ridgewood Subdivision No. 8";
6. North 84°03'34" East a distance of 299.29 feet along the northerly line of said Block "P" to the **Point of Beginning**, containing 1.057 acres, more or less.

Cuyahoga County Auditor Tax ID: ~~157601948220044~~

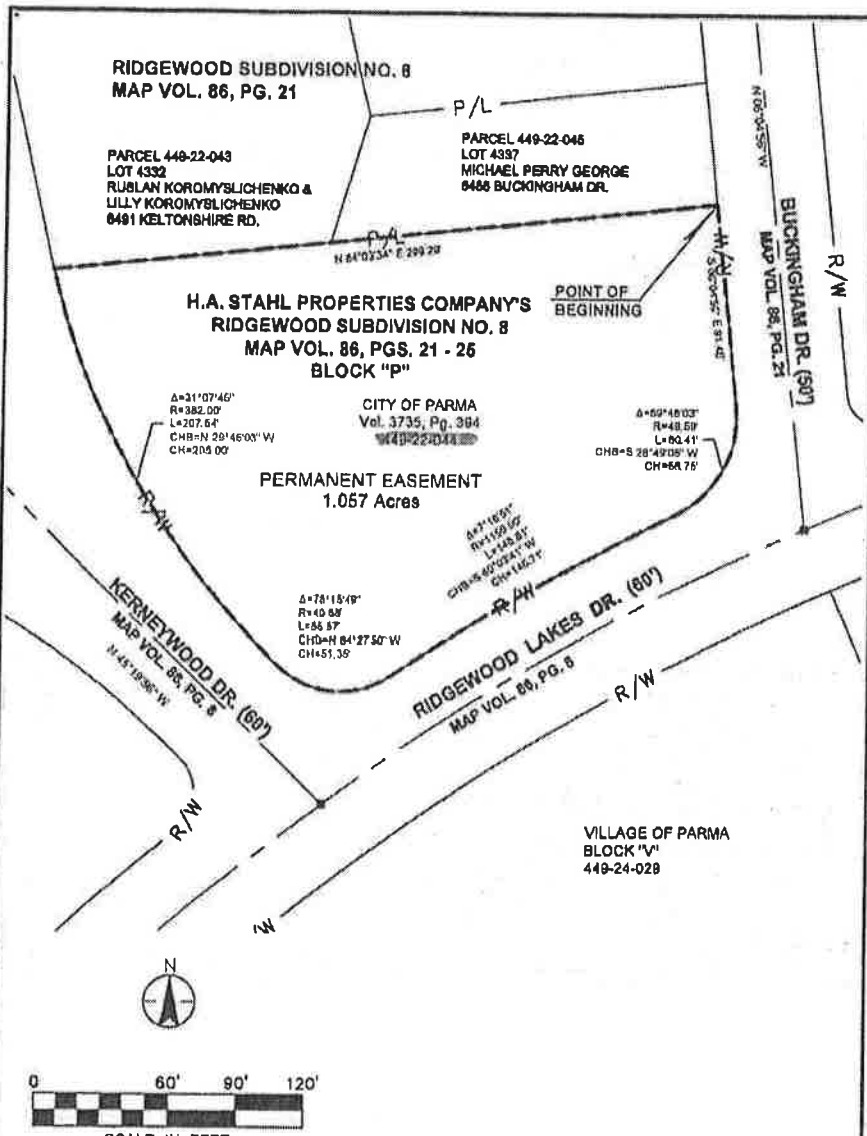
The bearings shown on herein are based on the bearing of North 06°04'56" West for the centerline of Buckingham Drive as determined by GPS network of field observations performed in January 2021, referenced from State of Ohio Department of Transportation Virtual Reference Station "PARMA", Ohio State Plane Coordinate System, North Zone, North American Datum 1983, (2011).



STANTEC CONSULTING SERVICES

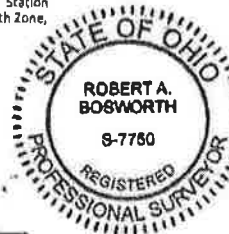
Robert A. Bosworth 9-17-21

Robert A. Bosworth Date
Professional Surveyor No. S-7750



BASIS OF BEARINGS:
 The bearings shown on hereon are based on the bearing of North 06°04'56" West for the centerline of Buckingham Drive as determined by GPS network of field observations performed in January 2021, referenced from State of Ohio Department of Transportation Virtual Reference Station "PARMA", Ohio State Plane Coordinate System, North Zone, North American Datum 1983, (2011).

**Permanent Easement of
 1.057 Acres**
 across
 City of Parma, Ohio Property
 Parcel No. 449-22-044
 Block "P"
 H. A. Stahl Properties Company's
 Ridgewood Subdivision No. 8
 Map Volume 86, Pages 21 - 25



STANTEC CONSULTING SERVICES INC.
 Robert A. Bosworth
 Professional Surveyor No. 9-7750
 Date: 9-17-21

Prepared by:
Stantec
 1600 Lake Shore Drive
 Columbus, Ohio 43204
 Phone: (614) 489-4363
 Fax: (614) 489-4367