

EASEMENT FOR THE INSTALLATION

OF THE

BC00343 SMALL SCALE PROJECT

Part PPN: 455-15-009

KNOW ALL MEN BY THESE PRESENTS:

That the City of Parma, an Ohio municipal corporation, the GRANTOR herein, claiming title by or through instrument recorded in Volume 13661, Page 725, Cuyahoga County Records, for valuable consideration received in full satisfaction, does hereby give, grant, bargain and convey, to the NORTHEAST OHIO REGIONAL SEWER DISTRICT, a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. \_\_\_\_\_, adopted by its Board of Trustees on \_\_\_\_\_, the GRANTEE herein, the temporary right of way and easement, for the purposes hereinafter mentioned, in, upon, over and under the premises described in Exhibit "A" and shown on the plat in Exhibit "B" attached hereto and made a part hereof (the "Easement Area").

The easement and rights herein granted shall include the right of the GRANTEE, its agents or employees, of uninterrupted access, ingress, and egress to and from the herein described premises and across adjacent property of the GRANTOR to access the Easement Area for the purpose of installing and



constructing this stormwater project together with appurtenances; the right to remove trees and other landscaping features within the area of the easement; and to store earth, materials and machinery, and for such other purposes as may be necessary to facilitate the construction, during the period of the original construction of the stormwater project.

During the period of construction, the GRANTEE shall have the right to enclose the Easement Area with a temporary security fence for the purpose of prohibiting access onto the Easement Area by persons other than the GRANTEE'S authorized agents, representatives and employees. Upon completion of construction, GRANTEE shall remove the temporary fence at its sole expense.

The GRANTOR hereby reserves the right to the use of said premises within the limits of the above describe temporary easement for purposes which are not herein expressly prohibited by, and are not inconsistent with, the easement and rights herein granted.

It is a further condition of this instrument that the GRANTEE shall restore the surface to the condition existing prior to being disturbed, including, but not by way of limitation, the replacement of driveway, sidewalks, lawns, fences, paving and signs as necessary, excepting therefrom the planting of trees and vegetation.

The duration of the temporary easement herein granted to the GRANTEE is for a period of 18 months immediately following the date on which the work described above is first commenced by the GRANTEE, or its duly authorized employees, agents, and contractors.

And the GRANTOR, also binding heirs, successors and assigns, covenants with the said GRANTEE, and its successors and assigns, that, at and until the sealing of these presents, the GRANTOR is well seized of the above described premises as a good and indefeasible estate in fee simple, have good right to bargain and grant in the same manner and forms as above written, and will warrant and defend said premises with appurtenances thereunto belonging to the GRANTEE, its successors and assigns, against all

lawful claims and demands whatsoever for the purposes herein described.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF PARMA

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO            )  
                                  ) SS.  
COUNTY OF CUYAHOGA    )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named City of Parma, 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  
Assistant Director of Law  
Northeast Ohio Regional Sewer District  
3900 Euclid Avenue  
Cleveland, Ohio 44115  
(216) 881-6600