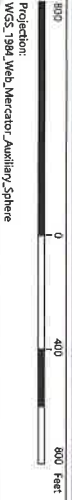
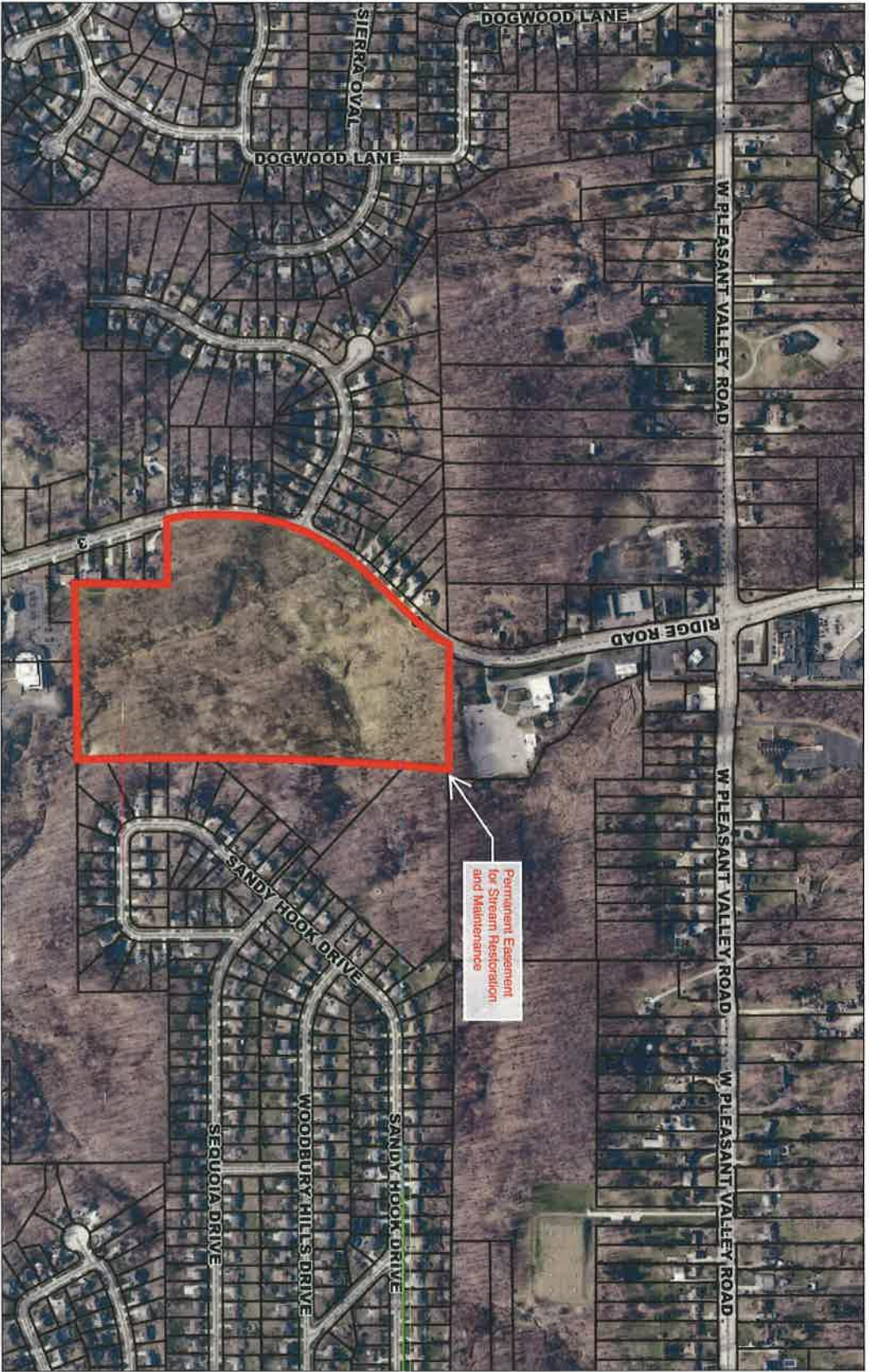




1597 Big Creek Restoration near Ridge Road - PPN 454-15-001



This map is a user-generated spatial visualization from an Internet mapping site and is for reference only. Data layers from this map may or may not be accurate, complete, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date Created: 9/1/2023

Legend

- Municipalities
- Platted Centerline
- Parcel



1:4,800

Shiva Vishnu

Do we own it? yes

## PERMANENT STORMWATER EASEMENT

PPN: 454-15-001

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 the entire parcel of real property known as Permanent Parcel No. 454-15-001 (the "Property"). GRANTOR claims title to said Property by deed recorded in the Cuyahoga County, Ohio Recorder's office at Volume 15220 Page 947.

The Stormwater Easement contains the entire Permanent Parcel No. 454-15-001 and is more particularly described in Exhibit "A" which is attached hereto, made a part hereof, and incorporated herein (the "Easement Area").

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 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 Easement Area 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 Property 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 Property 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 Property disturbed by reason of or in connection with the activities and purposes herein granted, so that said Property 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\_\_.

OWNER: City of Parma, Ohio

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

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

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

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

Signed and acknowledged  
in the presence of:

STATE OF OHIO }

COUNTY OF CUYAHOGA } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me, a Notary Public in and for said County, personally appeared the above-named City of Parma, Ohio, by \_\_\_\_\_, personally known to me, who did acknowledge that he/she did sign the foregoing instrument in such capacity on behalf of the City of Parma, Ohio and is duly authorized to do so, and that the same is the free act and deed of the City of Parma, Ohio, and his free act and deed individually and in the aforescribed capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public/ My Commission Expires:

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:

Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District  
3900 Euclid Avenue  
Cleveland, Ohio 44115  
(216) 881-6600



**EXHIBIT A**  
**EASEMENT AREA**

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Parma Township Lots Nos. 33, 34 and 42 in Ely Tract, bounded and described as follows:

Beginning at the point of intersection of the center line of Ridge Road, (80' wide) and the southerly line of said Original Lot No. 34, which point is also the Northwesterly corner of land conveyed to William Otto and Joseph W. Kalna by deed dated July 28, 1944 and recorded in Volume 5693, Page 586 of Cuyahoga County Records. Thence North 88° 18' 44" East 273.45' along the Northerly line of land so conveyed to William Otto and Joseph W. Kalna, as aforesaid which is also said Southerly line of Original Lot No. 34 to a Stone Monument found at the Southeasterly corner thereof; Thence South 0° 18' 04" West 380.01' along the Westerly line of said Original Lot No. 42 and an Easterly line of land so conveyed to William Otto and Joseph W. Kalna, as aforesaid, to an iron monument found at an angle point therein; Thence North 89° 57' 05" East 739.68' parallel with the Northerly line of said Original Lot No. 42; to the Southwesterly corner of Woodbury Hills Subdivision Block "E" as shown by the recorded plat in Volume 195 of Maps, Page 27 of Cuyahoga County Records, thence North 0° 49' 10" West along the Westerly line of said Subdivision 380.01' to the Southwesterly corner of Woodbury Hills Subdivision Block "A" as shown by the recorded plat in Volume 184 of Maps, Page 47 of Cuyahoga County Records; Thence North 0° 44' 03" East along the Westerly line of said Subdivision 593.71' to an angle; thence North 3° 32' 55" East along a Westerly line of said Subdivision and its Northerly Prolongation 588.03' to a point in the Southerly line of land conveyed to Chas. M. and E. M. Petit by deed dated June 20, 1951 and recorded in

Volume 7267, Page 552 of Cuyahoga County Deed Records; thence South 89° 51' 30" West 512.36' along said Southerly line of land so conveyed to Charles M. and E. M. Petit to a point in said centerline of Ridge Road, 80' Wide, as shown by the Dedicated Plat in Volume 127 of Maps, Page 27 of Cuyahoga County Records; Thence South, Southwesterly along the centerline of Ridge Road as shown by the Dedicated Plat in Volume 127 of Maps, Page 27 of Cuyahoga County Records, to the place of beginning, be the same more or less, but subject to all legal highways.