



# 1661 Bonny Banks Basin Improvements



Projection: WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

0 100 200 Feet

The map is a tool generated from an internet mapping site and is for reference only. Data layers that appear on the map may or may not be accurate. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



Date Created: 9/1/2023

- Legend**
- Municipalities
  - Right Of Way
  - Platted Centerline
  - Parcel



1:1,200

Cuyahoga County  
Enterprise GIS  
PUTTING CUYAHOGA COUNTY ON THE MAP

**PERMANENT STORMWATER EASEMENT**

**PPN: 457-28-022; 457-28-036**

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 parcels of real property known as Permanent Parcel Nos. 457-28-022 and 457-28-036 (collectively the "Property"). GRANTOR claims title to said Permanent Parcel No. 457-28-022 by deed recorded in the Cuyahoga County, Ohio Recorder's office at Volume 13686, Page 407 and to Permanent Parcel No. 457-28-036 deeds recorded in the Cuyahoga County, Ohio Recorder's office at Volume 11874, Page 565 and Volume 11893, Page 927.

The Stormwater Easement contains the entire parcels of real property listed above 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

### LEGAL DESCRIPTION

Permanent Parcel No. 457-28-022

assigns, the following described premises, situated in the City of Parma  
county of Cuyahoga and State of Ohio: and known as being part of Original Parma Township  
Lot Number 39, Ely Tract and bounded and described as follows:-

Beginning in the center line of York Road at the southeasterly corner of a parcel of land conveyed to Clarence P. and Edith H. Carpenter by deed recorded in Volume 6657, Page 235 of Cuyahoga County Records;

thence South  $89^{\circ} 49' 14''$  West 965 feet along the southerly line of land so conveyed to Clarence P. and Edith H. Carpenter to a point for the principal place of beginning;

thence South  $0^{\circ} 13' 22''$  East 135 feet parallel with the said center line of York Road to a point in the northerly line of a parcel of land conveyed to Ernest A. and Julia A. Nemeth by deed recorded in Volume 7697, Page 674 of Cuyahoga County Records;

thence South  $89^{\circ} 49' 14''$  West 901.33 feet along the northerly line of land so conveyed to Ernest A. and Julia A. Nemeth to a point distant North  $89^{\circ} 49' 14''$  East 180 feet from the intersection of the westerly prolongation of said northerly line with the easterly line of a parcel of land conveyed to the Continental Bank by deed recorded in Volume 10376, Page 333 of Cuyahoga County Records;)

thence North  $0^{\circ} 09' 05''$  West 135 feet parallel with the easterly line of land so conveyed to the Continental Bank to a point in the southerly line of land conveyed to Clarence P. and Edith H. Carpenter as aforesaid;

thence North  $89^{\circ} 49' 14''$  East 901.16 feet along the southerly line of land so conveyed to Clarence P. and Edith H. Carpenter to the principal place of beginning and containing 2.793 acres of land, be the same more or less.

Prior Instrument Reference: Volume 13686, Page 407

Parcel No. 457-28-036

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Parma Township Lot Number 39, Ely Tract and bounded and described as follows;

Beginning in the center line of York Road at the northeasterly corner of a parcel of land conveyed to Ernest A. and Julia A. Nemeth by deed recorded in Volume 7697, Page 674 of Cuyahoga County Records;

thence South  $89^{\circ} 49' 14''$  West 965 feet along the northerly line of land so conveyed to Ernest A. and Julia A. Nemeth to a point for the principal place of beginning;

thence South  $0^{\circ} 13' 22''$  East 173.96 feet parallel with the said center line of York Road to a point in the southerly line of land so conveyed to Ernest A. and Julia A. Nemeth;

thence South  $89^{\circ} 45' 58''$  West 901.55 feet along the southerly line of land so conveyed to Ernest A. and Julia A. Nemeth to a point;

thence North  $0^{\circ} 09' 05''$  West 174.81 feet to a point in the northerly line of land so conveyed to Ernest A. and Julia Nemeth;

thence North  $89^{\circ} 49' 14''$  East 901.33 feet along the northerly line of land so conveyed to Ernest A. and Julia A. Nemeth to the principal place of beginning and containing 3.609 Acres of Land, be the same more or less, but subject to all legal highways.

Prior Instrument Reference: Volume 11874, Page 565



Parcel No. 457-28-036

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Parma Township Lot Number 39, Ely Tract, and bounded and described as follows:-

Beginning in the center line of York Road at the northeasterly corner of a parcel of land conveyed to Clarence P. and Edith H. Carpenter by deed recorded in Volume 6657, Page 235 of Cuyahoga County Records;

Thence South  $89^{\circ} 49' 14''$  West 965 feet along the northerly line of land so conveyed to Clarence P. and Edith H. Carpenter to a point for the principal place of beginning;

Thence South  $0^{\circ} 13' 22''$  East 146.17 feet parallel with the said center line of York Road to a point in the southerly line of land so conveyed to Clarence P. and Edith H. Carpenter;

Thence South  $89^{\circ} 49' 14''$  West 901.16 feet along the southerly line of land so conveyed to Clarence P. and Edith H. Carpenter to a point;

Thence North  $0^{\circ} 09' 05''$  West 146.17 feet to a point in the northerly line of land so conveyed to Clarence P. and Edith H. Carpenter;

Thence North  $89^{\circ} 49' 14''$  East 900.98 feet along the northerly line of land so conveyed to Clarence P. and Edith Carpenter to the principal place of beginning and containing 3.024 Acres of land, be the same more or less, but subject to all legal highways.

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Prior Instrument Reference: Volume 11893, Page 927

## **PERMANENT ACCESS EASEMENT**

### **PART OF PPN: 457-24-017**

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, an Access Easement for the purposes hereinafter described, in, across, through, upon, over, and under a portion of the real property known as Permanent Parcel No. 457-24-017 (the "Property"). GRANTOR claims title to said Property by deed recorded in the Cuyahoga County, Ohio Recorder's office at Volume 12543, Page 837.

The Access Easement contains a portion of Permanent Parcel No. 457-24-017 that is more particularly described in Exhibit "A" and shown on the plat in Exhibit "B," attached hereto and made a part hereof (the "Easement Area").

Said Access 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 Access Easement is provided to the GRANTEE for the purposes of ingress and egress across the Property, the right to transport and store earth, materials and machinery, and for such other purposes as may be necessary to facilitate the construction, maintenance and operation of a stormwater project.

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 Easement Area.

The GRANTEE shall, at all times, have the right to access the Easement Area 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 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 stormwater project and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of Access 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

**TEMPORARY EASEMENT  
FOR  
BALDWIN CREEK BONNY BANKS IMPROVEMENTS**

**PPN: 457-24-017**

KNOW ALL MEN BY THESE PRESENTS:

That City of Parma, Ohio, the GRANTOR herein, claiming title by or through instrument recorded in Volume 12543, Page 837, 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" 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 for the purpose of installing and constructing this stormwater project together with appurtenances; the right to transport and store earth, materials and machinery, and for such other purposes as may be necessary to facilitate the construction of the stormwater project.

During the construction period, the GRANTEE shall have the right to enclose the Easement Area

with a temporary security fence to prohibit 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 use 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, if any.

The duration of the temporary easement herein granted to the GRANTEE is two years 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, OHIO

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

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

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

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

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

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

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 Director of Law  
Northeast Ohio Regional Sewer District  
3900 Euclid Avenue  
Cleveland, Ohio 44115  
(216) 881-6600

## EXHIBIT A

### LEGAL DESCRIPTION

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Parma Township Lot No. 39 in the Ely Tract, being further described as follows:

Beginning at the southwesterly corner of land so conveyed to Clarence P. and Edith H. Carpenter, recorded by Deed Volume 6657, Page 235 of Cuyahoga County Records; thence North  $89^{\circ} 49' 14''$  East along the southerly property line of land so conveyed to Clarence P. and Edith H. Carpenter, 174,68 feet to a point, said point being southwesterly corner of land so conveyed to the City of Parma, recorded by Deed Volume 11893, Page 927 of Cuyahoga County Records;

Thence South  $00^{\circ} 09' 05''$  East, 309.81 feet to a point, said point being the southwesterly corner of land so conveyed to the City of Parma, recorded by Deed Volume 11874, Page 565 of Cuyahoga County Records;

Thence South  $89^{\circ} 45' 58''$  West, 178,77 feet to a point, said point being the southwesterly corner of land so conveyed to Ernest A. and Julia A. Nemeth, recorded by Deed Volume 7697, Page 674 of Cuyahoga County Records;

Thence North  $00^{\circ} 36' 18''$  East, 310,01 feet along the easterly line of King-Packer Subdivision No. 2, as shown by Recorded Plat in Volume 198 of Haps, Page 30 of Cuyahoga County Records, to the place of beginning, be the same more or less but subject to all legal highways.

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EXHIBIT 'A'  
30'-WIDE PERMANENT EASEMENT

Owner: City of Parma  
Municipality/County: City of Parma, Cuyahoga County  
Deed: Deed 789603, Vol. 13686, Pg. 407  
Date: November 13, 1974  
Permanent Parcel No.: 457-24-017  
Location: Celeste Drive & Stormes Drive

Description:

**LEGAL DESCRIPTION  
30'-WIDE PERMANENT EASEMENT  
WITHIN THE CITY OF PARMA'S LAND  
FOR THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
PP #457-24-017  
CELESTE DRIVE  
CITY OF PARMA  
COUNTY OF CUYAHOGA, OHIO**

Situated in the City of Parma, County of Cuyahoga, and State of Ohio, and known as being part of original Parma Township Lot Number 39, Ely Tracy and being a **0.1205 Acre (5,253 sq. ft.) 30'-Wide Permanent Easement** located within a 1.336 acres (Auditor) parcel of land as conveyed to The City of Parma by deed dated November 13, 1975 as recorded in Deed #789604, Vol. 13686, Pg. 407 (PP#457-24-017) of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at the intersection of the westerly property line of said City of Parma's land and the northeasterly property line of Mary Connor's land (PP#457-22-084), and being the Place of Beginning of the Premises;

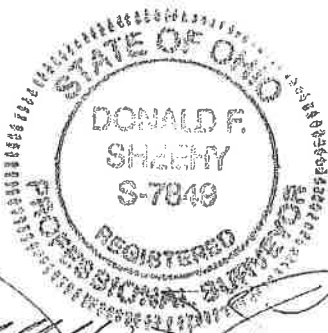
Thence **North 00°23'04" East**, along the easterly property line of said City of Parma's land, a distance of **15.42 feet** line to the Principal Place of Beginning of the Premises herein intended to be described;

- COURSE I** Thence **North 00°23'04" East**, a distance of **30.00 feet** to a point;
- COURSE II** Thence **North 89°22'14" East**, a distance of **174.88 feet** to a point on the westerly property line of the City of Parma's land (PP#457-28-022);
- COURSE III** Thence **South 00°22'17" East**, along the westerly property line of said City of Parma's land (PP#457-28-022), a distance of **30.00 feet** to a point on the westerly property line of said City of Parma's land;

**COURSE IV** Thence **South 89°22'14" West**, a distance of **175.27 feet** to the Principal Place of Beginning, and containing **0.1205 acres (5,253 sq. ft.)** of land as calculated and described from Cuyahoga County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in July 2023, be the same, more or less;

**Basis of Bearing** for this legal description is **North 00°23'04" East** along a parcel line as evidenced by monuments found and is the same as calculated and reproduced from Ohio State Plane Coordinate System, North Zone 3401 by ties to the ODOT VRS Network and are used to indicate angles only;

File #21194 City of Parma - PP#457-24-017  
Celeste Drive - PP#457-24-017  
August 10, 2023 (TFS)



*Donald F. Sheehy* 8.10.2023

# 30'-WIDE PERMANENT EASEMENT

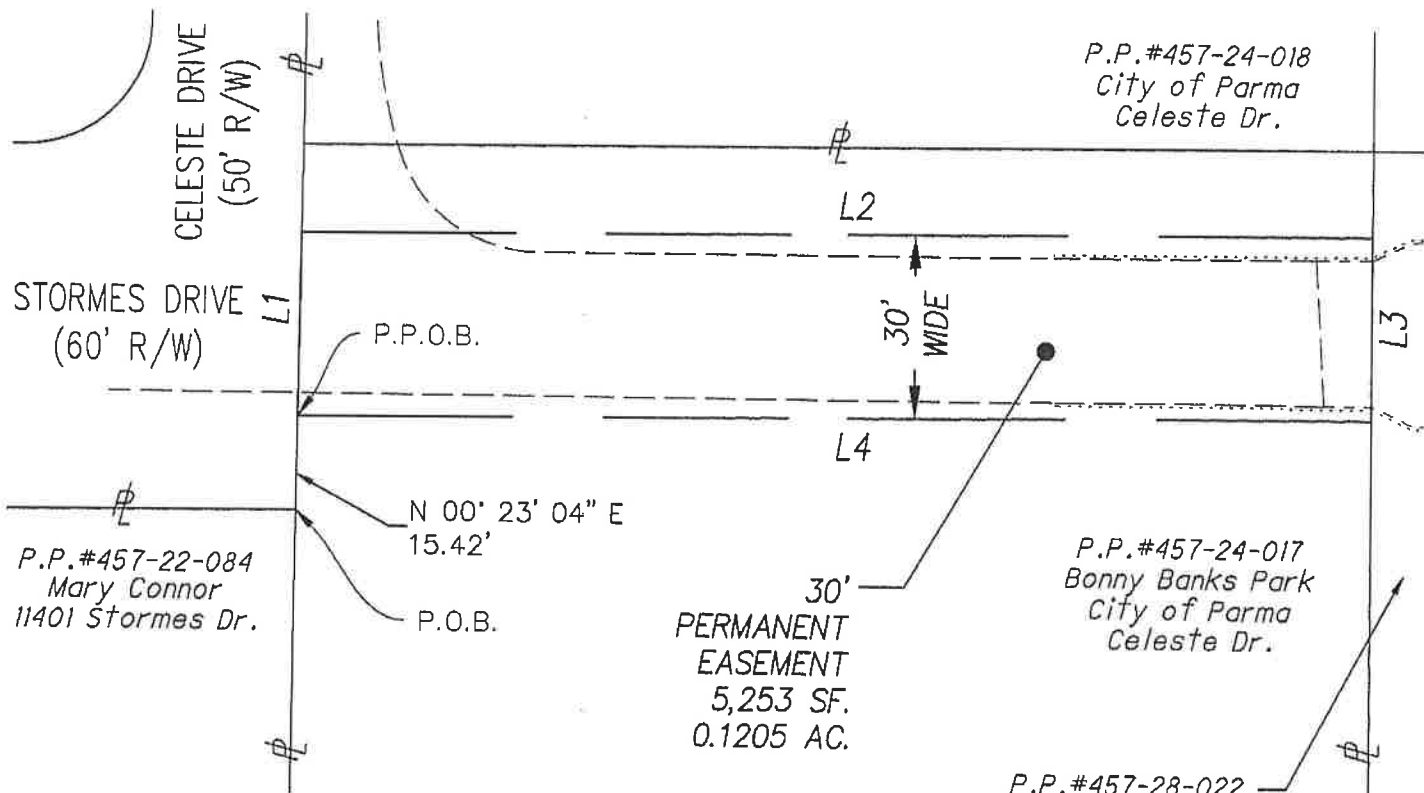
BONNY BANKS BASIN ACCESS  
City of Parma, County of Cuyahoga, Ohio

**Basis of Bearing:**

N 00°23'04" E along a Parcel Line as evidenced by monuments found and is the same as calculated and reproduced from Ohio State Plane Coordinate System, North Zone 3401 by ties to the ODOT VRS Network and are used to indicate angles only.



Scale: 1"=30'



LINE TABLE		
NO.	LENGTH	DIRECTION
L1	30.00'	N 00°23'04" E
L2	174.88'	N 89°22'14" E
L3	30.00'	S 00°22'17" E
L4	175.27'	S 89°22'14" W



*Donald F. Sweeney*

8.10.2013

Exhibit 'B'

**CVE** CHAGRIN VALLEY ENGINEERING, LTD.  
Creative Engineers. Intelligent Solutions.  
22999 Farber Road, Suite 8 Cleveland, Ohio 44146-5667  
Phone • 440.439.1999 Fax • 440.439.1969 www.cvelimited.com

From: City of Parma  
To: Northeast Ohio Regional Sewer District