

EXHIBIT “A”

TEMPORARY CLEARING AND GRADING EASEMENT

ACROSS CERTAIN LANDS OWNED BY:

CITY OF CLEVELAND – KNOWN AS BLOSSOM HILL FARM

[Permanent Parcel No. 603-09-003]

This non-exclusive Temporary Clearing and Grading Easement (hereinafter the “Temporary Easement”) is made this _____ day of _____, 2023, from the City of Cleveland – Blossom Hill Farm, together with its heirs, administrators, executors, successors and assigns (hereinafter collectively referred to as the “Grantor”), who is the owner of certain land recorded as Parcel “C” of the Lot Split & Consolidation Plat, Volume 342, Page 95 of Cuyahoga County Records (hereinafter referred to as the “Premises”), to the City of Brecksville, Ohio, and/or its duly authorized departments, divisions employees, agents, contractors and/or subcontractors (hereinafter referred to as the “Grantee”). This Temporary Easement is authorized by Ordinance No. 706-2023, which was passed by Cleveland City Council on September 25, 2023, and Resolution No. 537-23 of the Board of Control of the City of Cleveland, adopted October 18, 2023.

WHEREAS, the Grantee will be undertaking a Public Sidewalk Project (hereinafter referred to as the “Project”) to install a new sidewalk across a portion of the Premises and it is therefore necessary that the Grantee be granted the temporary right to enter onto the Premises for the purposes related to such Project and other matters incident thereto;

NOW, THEREFORE, in exchange of the mutual covenants express herein, the undersigned Grantor and Grantee hereto agree as follows:

1. Grantor hereby grants to Grantee the non-exclusive temporary right to enter onto certain areas of its Premises delineated in the Legal Description attached hereto and expressly made a part hereof by reference and marked **Exhibit "A"** for the purposes of undertaking and constructing the Project and all matters incident and related thereto, including removing obstructions and grading as necessary to install a public sidewalk, replace a driveway apron, plant tree lawn trees, and perform restoration. As detailed, highlighted and marked as "Temporary Clearing & Grading Easement" at page 2 of 2 of Exhibit A, the Temporary Easement is ten (10) feet wide and runs parallel with the planned new sidewalk installation of which a separate and corresponding permanent easement is being granted.
2. The Grantee assumes all initial construction costs, including retaining general liability insurance with reasonable and customary dollar limits, for the Project.
3. Upon completion of initial construction, Grantee relinquishes rights to access the Temporary Easement area and the maintenance of the sidewalk easement area becomes the responsibility of the Grantor with the exception of the tree-lawn trees that will remain the Grantee's maintenance responsibility. Furthermore, the Grantee reserves the right, but not responsibility, to maintain the public sidewalk if Grantee deems appropriate.
4. Grantor grants further permission to the Grantee to store material and equipment within said Temporary Easement area on the Premises on a temporary basis related to the construction of the Project. The Project shall be substantially complete within thirty (30) days after initial mobilization. Access for final restoration and addressing the Project punch list items shall not exceed ninety (90) days after initial mobilization.
5. It is further understood and agreed that the right to enter upon the Premises and appurtenances thereto shall be for the limited purpose of the aforesaid Project and the other work to be performed by the Grantee hereunder and this Temporary Easement and the rights granted to the Grantee shall terminate and be held for

naught upon the completion of the Project as reasonably determined by the Grantee's City Engineer.

6. That this right-of-entry is granted only for the purpose of the aforementioned work and shall terminate upon completion of such work.
7. The property shall be returned to its original condition and this requirement shall be included in the official plans for the Project.
8. The Grantee will assume no obligation of maintenance of the Temporary Easement area after the completion of the aforementioned work and acceptance by the Grantee.

[REMAINING PAGE INTENTIONALLY BLANK – SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the City of Cleveland, by and through its Director of Public Utilities, does hereby grant the within Temporary Easement and all the terms and conditions thereof this _____ day of _____, 2023, as authorized by Ordinance No. 706-2023 of the Cleveland City Council, passed on September 25, 2023, and Resolution No. 537-23 of the Board of Control of the City of Cleveland, adopted October 18, 2023.

Signed in the presence of:

CITY OF CLEVELAND

By: Director of Public Utilities

The legal form and correctness of the
within instrument is hereby approved:

Director of Law

By: _____
Assistant Director of Law

Date: _____

CITY OF BRECKSVILLE

By: _____
Jerry N. Hruby, Mayor

STATE OF OHIO)
) SS: **NOTARY PUBLIC**
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Jerry N. Hruby, the duly elected and acting Mayor of the City of Brecksville, who, after first being duly cautioned according to law, acknowledged that he has the power to bind the City of Brecksville, pursuant to appropriate councilmanic authorization, to the terms and conditions of the foregoing instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2023.

Notary Public

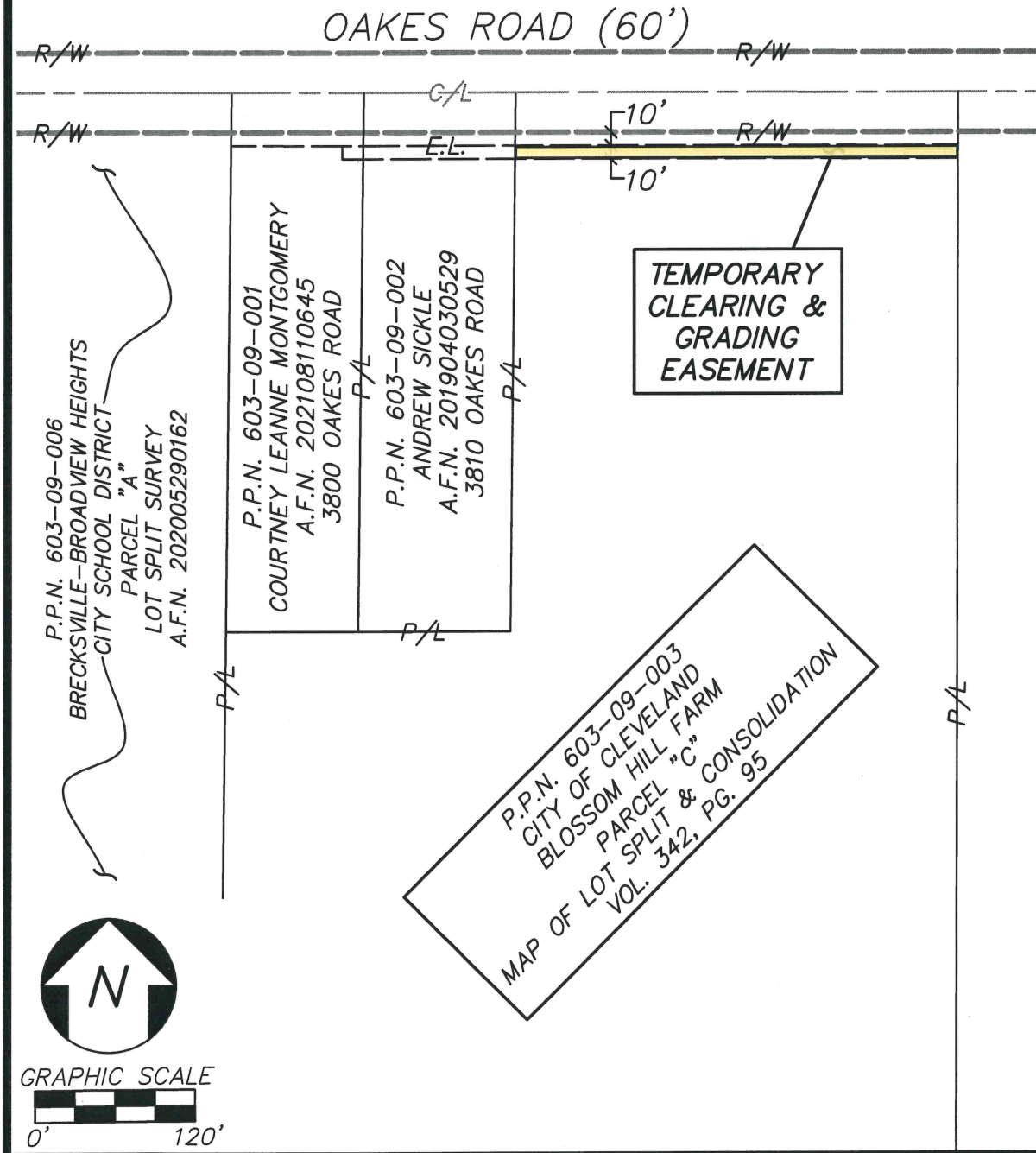
This Temporary Grading and Access Easement was authorized by Resolution No. _____, adopted by the Council of the City of Brecksville on the _____ day of _____, 2023.

Tammy Tabor, Clerk of Council

Approved as to Form:

Law Director, City of Brecksville

TEMPORARY EASEMENT EXHIBIT "A"
P.P.N. 603-09-003
CITY OF CLEVELAND
CITY OF BRECKSVILLE
CUYAHOGA COUNTY, OHIO



Temporary Grading & Access Easement Area
City of Cleveland – Blossom Hill Farm
P.P.N. 603-09-003
DGB 3810-85-TRL

EXHIBIT “A”
LEGAL DESCRIPTION

OK
ESW
1-31-2023

January, 2023

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio, and known as being part of Parcel “C” in a Map of Lot Split and Consolidation for City of Cleveland of part of Original Brecksville Township Lot No. 41, recorded in Volume 342, Page 95 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the centerline line of Oakes Road, 60 feet wide, being also the northerly line of said Original Lot No. 41, at its intersection with the easterly line of Parcel “A” in a Lot Split Survey recorded as A.F.N. 202005290162 of Cuyahoga County Records;

Thence South 00 degrees 31 minutes 40 seconds East along the easterly line of said Parcel “A”, 30.00 feet to a point in the southerly line of Oakes Road;

Thence South 89 degrees 58 minutes 20 seconds East along the southerly line of Oakes Road, 214.50 feet to a point at its intersection with the easterly line parcel of land conveyed to Andrew Sickle by deed recorded as A.F.N. 201904030529 of Cuyahoga County Records;

Thence South 00 degrees 31 minutes 40 seconds East, along the easterly line of said land conveyed to Andrew Sickle, 10.00 feet and the principal place of beginning of the easement herein described

Thence South 89 degrees 58 minutes 20 seconds East, 333.27 feet to a point in the easterly line of said Parcel “C”;

Thence South 00 degrees 07 minutes 57 seconds East along the easterly line of said Parcel “C”, 10.00 feet to a point;

Thence North 89 degrees 58 minutes 20 seconds West, being parallel to the southerly line of Oakes Road and distant 10.00 feet therefrom by rectangular measurement, 333.36 feet to a point in the easterly line of said land conveyed to Andrew Sickle;

Thence North 00 degrees 31 minutes 40 seconds West, along the easterly line of said land conveyed to Andrew Sickle, 10.00 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in January, 2023,

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.