

## EXHIBIT “A”

### PERMANENT EASEMENT

#### CONSTRUCTION, RECONSTRUCTION, MAINTAINING, REPAIRING AND INSTALLING SIDEWALK AND DRIVEWAY APRON WITH LANDSCAPING ACROSS CERTAIN LANDS OWNED BY:

#### CITY OF CLEVELAND – KNOWN AS BLOSSOM HILL FARM

[Permanent Parcel No. 603-09-003]

This “Permanent 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 Permanent 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.

**KNOW ALL PERSONS BY THESE PRESENTS** that the Grantor, owner of the Premises and in consideration of the sum of One Dollar (\$1.00), does hereby gives, grants, bargains and conveys unto the Grantee, its successors and assigns, the non-exclusive perpetual right and perpetual easement to enter upon that portion of the Premises delineated in the Legal Description attached hereto and expressly made a part hereof by reference and marked **Exhibit “A”** to remove obstructions and grade as necessary and to install a public sidewalk, replace the driveway apron, plant tree lawn trees, and perform restoration. The Grantee assumes all construction costs to install said public sidewalk,

replace the driveway apron, plant tree lawn trees, and restore the area with grass and landscaping. In addition, the Grantor allows the Grantee temporary access to the adjacent property ten (10) feet wide and parallel to Permanent Easement during the initial installation of the public sidewalk for the purposes of clearing and grading of which a separate and corresponding temporary easement is being granted.

As detailed, highlighted and marked as "Proposed Permanent Sidewalk Easement Area" at page 2 of 2 of Exhibit A, the Permanent Easement is ten (10) feet wide and runs along the southerly line of Oakes Road and is approximately 0.0764 acres in size.

Upon completion of initial construction, Grantee relinquishes rights to access the adjacent property ten (10) feet parallel to the Permanent Easement and the maintenance of the public sidewalk 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.

The Grantor hereby restricts said Premises within the limits of the aforesaid Permanent Easement against the construction thereon of any buildings or other structures of a temporary or permanent type, or the construction in, over or subjacent to the Premises. Further, Grantor restricts the storing or placing of any materials, parking of any vehicles of any type, equipment or obstruction thereon, or otherwise interfering with the public use, access to, or maintenance of the public sidewalk and also restricts the planting or sufferance thereon or in such proximity thereto of trees and shrubbery that may restrict the accessibility of the public sidewalk.

The Grantor hereby reserves the right to use said Premises within the limits of the Permanent Easement as are not herein expressly prohibited by and are not inconsistent with the rights and easement hereby granted.

**TO HAVE AND TO HOLD** the above granted easement in, over and through the Premises for the purposes mentioned herein given unto Grantee by Grantor forever. And the Grantor does for itself and its successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the

Grantor is well seized of the Premises as a good and indefeasible estate in fee simple and has good right to bargain and grant the same in manner and form as written above and that Grantor will warrant and defend said Premises with the 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**, the City of Cleveland, by and through its Director of Public Utilities, does hereby grant the within Permanent 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 Permanent 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

**CITY OF CLEVELAND**  
**CITY OF BRECKSVILLE**  
**CUYAHOGA COUNTY, OHIO**

P.P.N. 603-09-006  
BRECKSVILLE-BROADVIEW HEIGHTS  
CITY SCHOOL DISTRICT  
PARCEL "A"  
LOT SPLIT SURVEY  
A.F.N. 202005290162

P.P.N. 603-09-001  
COURTNEY LEANNE MONTGOMERY  
A.F.N. 202108110645  
3800 OAKES ROAD

P.P.N. 603-09-002  
ANDREW SICKLE  
A.F.N. 201904030529  
3810 OAKES ROAD

P.P.N. 603-09-003  
CITY OF CLEVELAND  
GLOSSOM HILL FARM  
PARCEL "C"  
SPLIT & CONSOLIDATION  
PG. 95

P.O.B.

P.P.O.B.

1950.00' TO NE COR. O.L. 41

PROPOSED PERMANENT SIDEWALK EASEMENT AREA

PROPOSED PERMANENT SIDEWALK EASEMENT AREA

L1, L2, L3, L4, L5, L6

R/W, E.L., P/L

LINE	LENGTH	BEARING
L1	30.00'	S00°31'40"E
L2	214.50'	S89°58'20"E
L3	333.21'	S89°58'20"E
L4	10.00'	S00°07'57"W
L5	333.27'	N89°58'20"W
L6	10.00'	N00°31'40"W



GRAPHIC SCALE



0' 120'

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

OK  
EBW  
01-31-2023 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, and the principal place of beginning of the easement herein described;

Thence South 89 degrees 58 minutes 20 seconds East along the southerly line of Oakes Road, 333.21 feet to a point at its intersection with the easterly line of said Parcel "C";

Thence South 00 degrees 07 minutes 57 seconds West 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, 333.27 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.