

EXHIBIT "A"

W.R. #
W.O. #

KNOWN ALL MEN BY THESE PRESENTS:

That the City of Brecksville, a municipal corporation, the Grantor, claiming title by virtue of instrument recorded in Deed Volume 10316, Page 218 of Cuyahoga County Records, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of **THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**, an Ohio corporation, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, upon, over, and across the following described premises:

P.P.N. 606-31-001

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio, and known as being part of Original Brecksville Township Lot No. 32, and bounded and described as follows:

Beginning at a point in the northerly line of a parcel of land conveyed to the City of Brecksville by deed recorded in Deed Volume 10316, Page 218 of Cuyahoga County Records at its intersection with the westerly line of a parcel of land conveyed to Brecksville Shopping Center LTD. by deed recorded in Volume 92-11004, Page 15 of the Official Records of Cuyahoga County;

Thence North 89 degrees 40 minutes 24 seconds East along the northerly line of said land conveyed to the City of Brecksville, 70.00 feet to an angle point, therein;

Thence North 30 degrees 04 minutes 03 seconds East along the northerly line of said land conveyed to the City of Brecksville, 62.51 feet to a point, and the principal place of beginning of the easement herein described;

Thence North 30 degrees 04 minutes 03 seconds East along the northerly line of said land conveyed to the City of Brecksville, 22.39 feet to a point;

Thence South 2 degrees 20 minutes 22 seconds East, 19.86 feet to a point;

Thence South 6 degrees 48 minutes 16 seconds West, 50.48 feet to a point;

Thence North 83 degrees 11 minutes 44 seconds West, 12.00 feet to a point;

Thence North 6 degrees 48 minutes 16 seconds East, 49.52 feet to the principal place of beginning and containing 719 square feet or 0.0165 acres of land, as described by Donald G. Bohning & Associates, Inc. in May, 2024.

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

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, remove, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables, and other usual fixtures and appurtenances used for or in connection with the distribution of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times such trees, limbs, and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

In addition to said easement and right of way, the following rights are hereby granted to The Cleveland Electric Illuminating Company:

- (1) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way across said premises such cables, wires, pipes, conduits, service pedestals, above-surface and sub-surface transformers, transformer pads, service hand-holes and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the underground distribution of electric current, including communication facilities;
- (2) To enter and pass on, over and across any part of said lot(s) when reasonably necessary for access to and from said right of way, and to use the premises parallel to and adjoining the boundaries of said right of way for piling dirt and for the operation of apparatus, appliances and equipment in exercising any of its rights enumerated herein;
- (3) To trim, cut and remove at any and all times any trees, limbs, roots, underbrush or other obstructions within or near said right of way which may in the judgment of the Grantee interfere with, limit access to or endanger transformers, service pedestals, cables or their appurtenances, or their efficient operation;
- (4) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way and within the street limits cables, wires, pipes, conduits, street light standards and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the operation of street lights.

Grantor reserves the right to use the right of way area, but only for the purpose of a hard surface service yard, planting grass, flowers and ornamental shrubbery and subject to Grantee's rights enumerated herein. In the event Grantee digs up the right of way or a portion thereof, or otherwise uses the right of way for any of the purposes herein enumerated, which requires the removal of said flowers or shrubbery, Grantee shall exercise ordinary care in removing and replanting them but will not assure the continued life of the flowers or shrubbery so removed and replanted.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever, and the Grantor represents that it is the owner of the above-mentioned premises herein described.

IN WITNESS WHEREOF, _____ has executed this easement by its duly authorized officers and has caused its corporate seal to be affixed this _____ day of _____, 20____.

SIGNED IN THE PRESENCE OF:

City of Brecksville
Name of Corporation

By: _____
Signature of Officer

Official Title

And: _____
Signature of Officer

Official Title

STATE OF OHIO)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____day of _____, 20____

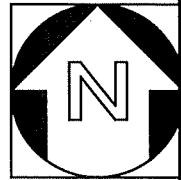
by _____,

on behalf of the corporation.

SEAL

Notary Public

This instrument was prepared by
Donald Bohning & Associates, Inc.



N89°24'47"E
211.95' DEED

POLE
CXC-621011

N07°15'07"W
163.55' DEED

P.P.N. 606-28-017
BRECKSVILLE SHOPPING
CENTER LTD.
VOL. 92-11004 p. 15 O.R.

N78°48'36"E
77.47' DEED

N30°04'03"E
22.39'

P.P.O.B.

FENCE

POLE
CXC-722938

N2°20'22"W
19.86'

POLE
CXC-729297

12' WIDE ELECTRIC
EASEMENT - 719 S.F.

P.P.N. 606-31-001
CITY OF BRECKSVILLE
DEED VOL. 10316 p. 218

P.O.B.

70.00' D.&U.
N89°40'24"E

6.0' EAST
OF FENCE

62.51'
N30°04'03"E
96.95' D&U
N6°48'16"E 49.52'
50.00'
S6°48'16"W 50.48'

PROPOSED
POLE

N83°11'44"W
12.00'

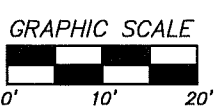
FENCE

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 12' WIDE ELECTRIC EASEMENT

PART OF P.P.N. 606-31-001
BRECKSVILLE, OHIO

PREPARED BY:

ORDER No. 3810-83-11



DONALD G. BOHNING & ASSOCIATES, INC.
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