

EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING, MAINTAINING,
REPAIRING AND REPLACING PUBLIC UTILITIES, AND APPURTENANCES THERETO IN,
UNDER, ACROSS AND THROUGH CERTAIN LANDS OWNED BY

NATHAN SWISHER & MARY MARGARET SWISHER, TRUSTEES

(Permanent Parcel No. 602-08-009)

KNOW ALL PERSONS BY THESE PRESENTS that Nathan Swisher, Mary Margaret Swisher, & Gary Swisher Trustees, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 202302170068 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of four thousand eight hundred fifty dollar (\$4,850.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, improve, maintain, operate, use, alter, repair, inspect, remove or replace public utilities and appurtenances thereto (herein, collectively the "Facilities") and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto. 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 Premises 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 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 promptly repair or replace, if necessary, any damages to the surface of the Premises disturbed by reason of or in connection with the activities and purposes herein granted, so that said Premises will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes,

This grant of 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.

It is the intent of this Easement that the Grantee will assign the Northeast Ohio Regional Sewer District and its employees, consultants, contractors and agents access to the Easement Area for use of vehicles, equipment, materials and machinery for the activities and purposes set forth herein to construct the Facilities. The Grantee will also assign the private utility companies that supply gas, cable, electric, and phone companies, their consultants, contractors and agents access to the Easement Area for use of vehicles, equipment, materials and machinery for the purpose of relocating existing utilities, as necessary, to allow for the construction of said Facilities. Upon completion of the construction of the Facilities, the Grantee will retain the rights to the Easement Area for maintenance of said Facilities and to allow the private utility companies maintenance and repair of their facilities.

The Grantor hereby reserves the right to use said Premises within the limits of the above-described Easement Area 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 and the Facilities thereto which may be installed therein and any further additions installed by Grantee subsequently in, over and through such Easement Area for the purposes mentioned herein given unto Grantee by Grantor forever. And the Grantor does for themselves and their 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 above described 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 undersigned have hereunto set their hands at Bucksville Ohio,
on the 19th day of August 2024

Nathan Swisher, Trustee

Mary Margaret Swisher, Trustee

Gary W. Swisher

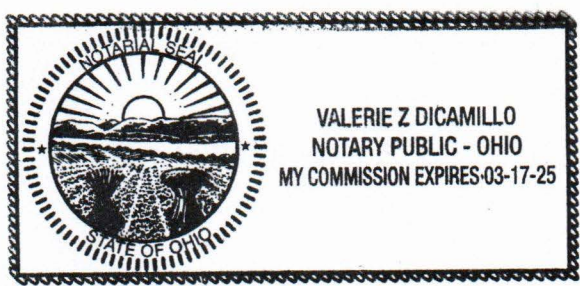
Gary Swisher, Trustee

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) GARY W. SWISHER, who acknowledged that they did
sign the foregoing instrument and that the same is their free act and deed.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Bucksville Ohio
this 19th day of August 2024

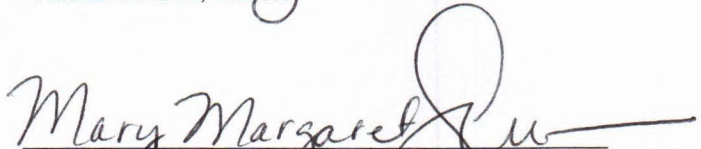


V. DiCamillo

Notary Public

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____, Ohio,
on the ____ day of _____, 20____.


Nathan Swisher, Trustee


Mary Margaret Swisher, Trustee

Gary Swisher, Trustee

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) _____, who acknowledged that they did
sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio
this ____ day of _____, 20____.

Notary Public

**SEE ATTACHED
NOTARY CERTIFICATE**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 08/26/2024 before me, Linda Diaz Guadamuz, Notary Public
(insert name and title of the officer)

personally appeared Nathan Swisher and Mary Margaret Swisher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/(they) executed the same in
his/her/(their) authorized capacity(ies), and that by his/her/(their) signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

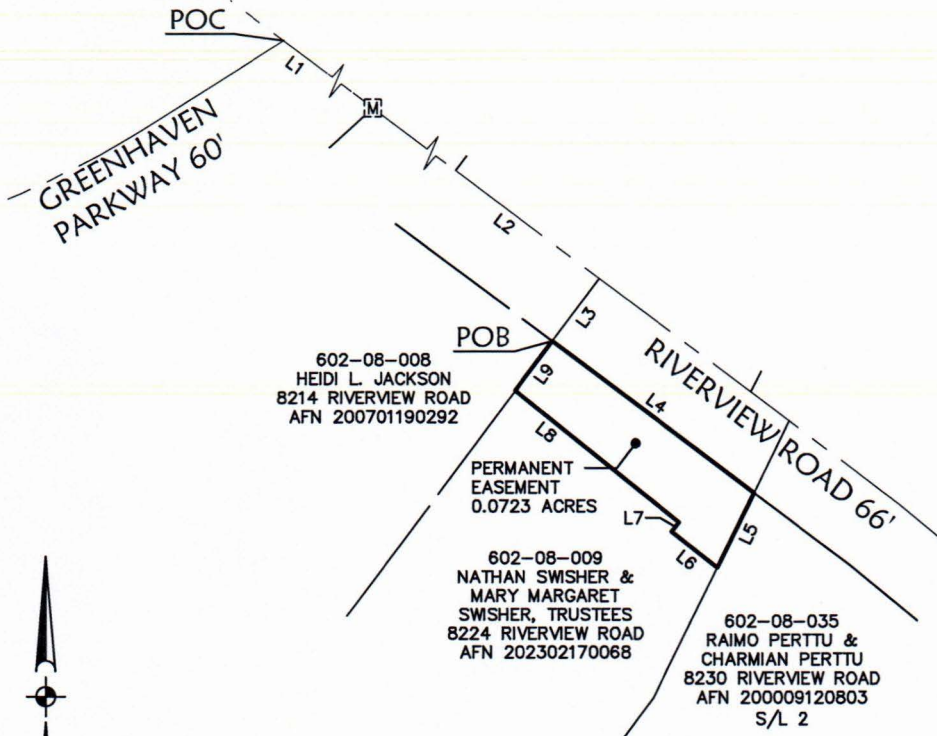
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



PERMANENT EASEMENT
 ACROSS PARCEL NO. 602-08-009
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S53°02'06"E	102.95'
L2	S53°08'09"E	195.68'
L3	S36°51'51"W	33.00'
L4	S53°08'09"E	106.23'
L5	S26°10'54"W	35.18'
L6	N51°22'17"W	24.56'
L7	N38°37'43"E	5.00'
L8	N51°22'17"W	88.40'
L9	N36°51'51"E	26.10'



SCALE: 1"=60'
 MAY 16, 2024

T. A. Bixler 5-16-24

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730

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ABBREVIATIONS

AFN AUTOMATIC FILE NUMBER
 CCMR CUYAHOGA COUNTY MAP RECORDS
 P PAGE
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 V VOLUME

KS KS Associates, Inc.
 260 Burns Road, Suite 100
 Elyria, OH 44035
 P 440 365 4730
 F 440 365 4790
KS ASSOCIATES www.ksassociates.com

**Permanent Easement
Across PPN 602-08-009
0.0723 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 96. Also being part of the land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees as recorded in AFN 202302170068 of the Cuyahoga County Records, being more definitely described as follows;

Commencing at the intersection of the centerline of Riverview Road (66 feet wide) and the centerline of Greenhaven Parkway (60 feet wide);

Thence, along the centerline of Riverview Road, South $53^{\circ} 02' 06''$ West, 102.95 feet to a 1" iron pin in a monument box found;

Thence, continuing along the centerline of Riverview Road, South $53^{\circ} 08' 09''$ East, 195.68 feet to the most northerly corner of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees;

Thence, leaving the centerline of Riverview Road, along the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, South $36^{\circ} 51' 51''$ West, 33.00 feet to the southwesterly right of way of Riverview Road and the **True Point of Beginning** for the easement herein described;

Thence, leaving the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, along the southwesterly right of way of Riverview Road, South $53^{\circ} 08' 09''$ East, 106.23 feet to the southeasterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees;

Thence, leaving said southwesterly right of way, along the southeasterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, South $26^{\circ} 10' 54''$ West, 35.18 feet;

Thence, leaving said southeasterly line, North $51^{\circ} 22' 17''$ West, 24.56 feet;

Thence, North $38^{\circ} 37' 43''$ East, 5.00 feet;

Thence, North $51^{\circ} 22' 17''$ West, 88.40 feet to the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees,

Thence, along the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, North $36^{\circ} 51' 51''$ East, 26.10 feet to the point of beginning.

Containing within said bounds 0.0723 acres (3,148 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

Permanent Easement
Across PPN 602-08-009
0.0723 Acres
Page 2 of 2

T. A. Bixler 5-16-24

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

KS ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730



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