

EXHIBIT “A”

TEMPORARY EASEMENT ACROSS CERTAIN LANDS OWNED BY

MARTHA P. BANKS

(Permanent Parcel No. 602-08-010)

This Temporary Access Easement is made this _____ day of _____, 2024, by Martha P. Banks, together with their heirs, administrators, executors, successors and assigns (hereinafter collectively referred to as “Grantor”) who are the owners of certain land by deed recorded as AFN 201912130188 of Cuyahoga County Records, (hereinafter referred to as “Premises”), in consideration of the sum of one dollar (\$1.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction to the City of Brecksville, Ohio, and/or its duly authorized departments, divisions employees, agents, contractors and/or subcontractors (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the Northeast Ohio Regional Sewer District will be undertaking CSPA04 – Flood Reduction at Riverview Road project (hereinafter referred to as “Project”), of which the City of Brecksville is a project sponsor and ultimate owner of the improvements, and portions of which will involve the Grantors’ Property, and it is therefore necessary that the City be granted the temporary right to enter onto the Grantors’ Property for the purposes related to such Project and other matters incident thereto:

NOW, THEREFORE, in exchange of the mutual covenants express herein the parties hereto agree as follows:

1. Grantor hereby grants to the City, its agents or employees, the temporary uninterrupted access, ingress, and egress rights to enter onto certain areas of their Property delineated in the attached sketch, attached hereto, expressly made a part hereof by reference, and marked Exhibit A (hereinafter the “Temporary Easement”), for the purposes of undertaking and constructing the Project and all matters incident and related thereto.
2. Grantors grants further permission to the City to remove trees and landscaping; store materials and equipment; removal and replacement of portions of the driveway; and complete all restoration within said easement area on the Property of the Grantor related to the construction of the Project. The Project shall be substantially complete within 300 days after initial mobilization. Access for final restoration and addressing project punch list items shall not exceed 540 days after initial mobilization.
3. It is further understood and agreed that the right to enter upon the Property and appurtenances thereto shall be for the limited purpose of the aforesaid Project and the other work to be performed

by the City hereunder and this Temporary Easement and the rights granted to the City shall terminate and be held for naught upon the completion of the Project as reasonably determined by the City.

4. The City shall restore the project as follows:
 - a. All lawn areas shall be graded and restored upon completion with grass per the specifications included in the improvement plans.
 - b. The City is responsible for any damage and/or restoration caused by the construction of the project. All cost associated with such shall be at the expense of the project. Any other items within the work limits damaged by construction shall be replaced/repaired as part of construction.
5. During the period of construction, the City shall have the right to enclose the Temporary Easement area with a temporary security fence for the purpose of prohibiting access onto the Temporary Easement 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.
6. The Grantor hereby reserves the right to the use of said premises within the limits of the above described Temporary Easement area for purposes which are not herein expressly prohibited by, and are not inconsistent with, the easement and rights herein granted.
7. The City will assume no obligation of maintenance as it related to the temporary easement area after the completion of the aforementioned work and acceptance by the City.
8. It is the intent of this Temporary Easement that the Northeast Ohio Regional Sewer District and its employees, consultants, contractors and agents will access the Temporary Easement area and use vehicles, equipment, materials and machinery within the Temporary Easement area for the activities and purposes set forth herein to construct the Project.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____, Ohio,
on the ____ day of _____, 2024.

Marth P. Banks

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 _____, 2024.

Notary Public

CITY OF BRECKSVILLE

By: _____
Daryl J. Kingston Mayor

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 Daryl J. Kingston, 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 _____, 2024.

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 _____, 2024.

Tammy Tabor, Clerk of Council

Approved as to Form:

Law Director, City of Brecksville

PERMANENT & TEMPORARY EASEMENTS

ACROSS PARCEL NO. 602-08-010
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO

602-08-001
 LESLIE J. LESINSKI
 8192 RIVERVIEW ROAD
 AFN 202103120071

602-08-002
 VAHN JAMES KNIGHT
 11109 GREENHAVEN
 PKWY
 AFN 202106220594
 S/L 47

HOWARD H., ERNEST M.
 GREEN AND IRVING R.
 LEWIS' GREENHAVEN
 SUBDIVISION NO. 2
 V. 153, P. 42 CCMR

602-08-010
 MARTHA P. BANKS
 8196 RIVERVIEW RD
 AFN 201912130188
 S/L 48

PERMANENT
 EASEMENT
 0.0538 ACRES

TEMPORARY
 EASEMENT
 0.0167 ACRES

GREENHAVEN
 PARKWAY 60'

RIVERVIEW/ROAD 66'
 POC

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57°57'54"W	35.35'
L2	N53°02'06"W	32.13'
L3	S57°57'54"W	16.37'
L4	N14°21'37"W	10.00'
L5	N03°49'22"E	18.47'
L6	N49°12'27"W	54.29'
L7	N70°11'35"E	11.47'
L8	S53°02'06"E	80.16'
L9	N03°54'49"W	10.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	124.53'	403.69'	17°40'30"	S66°48'08"W	124.04'
C2	103.08'	393.69'	15°00'08"	N68°08'19"E	102.79'
C3	73.60'	403.69'	10°26'48"	S80°51'47"W	73.50'
C4	71.78'	393.69'	10°26'48"	N80°51'47"E	71.68'

POB
 TEMP. ESMT

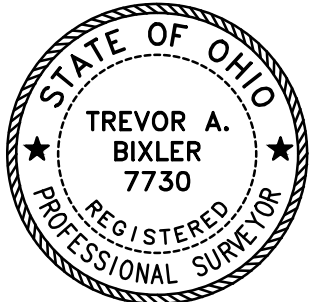
POB
 PERM. ESMT



SCALE: 1"=60'
 DECEMBER 20, 2023

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

T. A. Bixler 12-20-23

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730

**Temporary Easement
Across PPN 602-08-010
0.0167 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Sublot No. 48 in Howard H., Ernest M. Green and Irving R. Lewis' Greenhaven Subdivision No. 2 of part of Original Brecksville Township Lot No. 96 as recorded in Volume 153, Page 42 of the Cuyahoga County Map Records. Also being part of the land conveyed to Martha P. Banks as recorded in AFN 201912130188 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 Greenhaven Parkway, South 57° 57' 54" West, 35.35 feet;

Thence, leaving the centerline of Greenhaven Parkway, North 53° 02' 06" West, 32.13 feet to the intersection of the southwesterly right of way of Riverview Road and northerly right of way of Greenhaven Parkway;

Thence, along the northerly right of way of Greenhaven Parkway, the following two courses;

South 57° 57' 54" West, 16.37 feet;

Thence, along the arc of a curve which deflects to the right, 124.53 feet to the **True Point of Beginning** for the easement herein described, said curve having a radius of 403.69 feet, a central angle of 17° 40' 30", and a chord of 124.04 feet which bears South 66° 48' 08" West;

Thence, continuing along the northerly right of way of Greenhaven Parkway, along the arc of a curve which deflects to the right, 73.60 feet, said curve having a radius of 403.69 feet, a central angle of 10° 26' 48", and a chord of 73.50 feet which bears South 80° 51' 47" West;

Thence, leaving said northerly right of way, North 03° 54' 49" West, 10.00 feet;

Thence, along the arc of a curve which deflects to the left, 71.78 feet, said curve having a radius of 393.69 feet, a central angle of 10° 26' 48", and a chord of 71.68 feet which bears North 80° 51' 47" East;

Thence, South 14° 21' 37" East, 10.00 feet to the point of beginning.

Containing within said bounds 0.0167 acres (727 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.

**Temporary Easement
Across PPN 602-08-010
0.0167 Acres
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T. A. Bixler 12-20-23

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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