

EXHIBIT "A"

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

ALLEN J. KENNEDY JR. & LINDA KENNEDY

(Permanent Parcel No. 602-23-007)

KNOW ALL PERSONS BY THESE PRESENTS that Allen J. Kennedy Jr. & Linda Kennedy, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as VOL.15035 PG. 37 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of one thousand six hundred dollar (\$1,600.00) 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 _____, Ohio,
on the ____ day of _____, 2024.

Allen J. Kennedy Jr.

Linda Kennedy

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: **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 _____, 20____.

Notary Public

This Permanent Easement was authorized by Resolution No. _____, adopted by the Council of the City of Brecksville on the _____ day of _____, 20____.

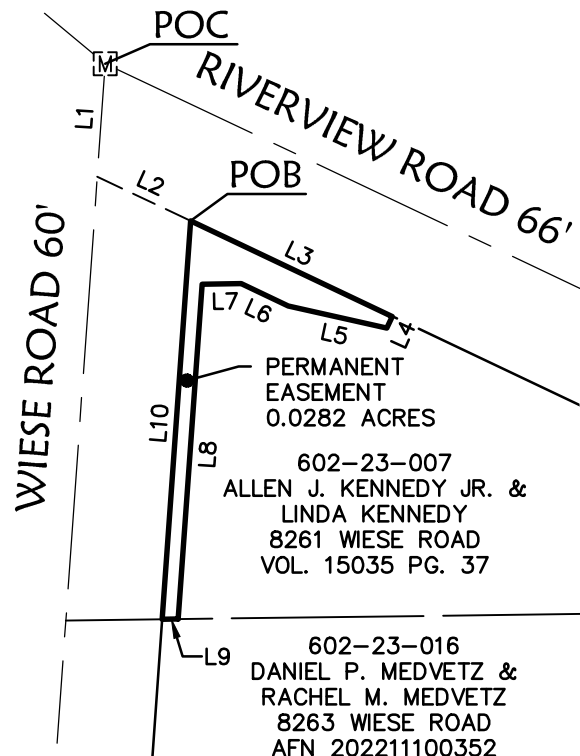
Tammy Tabor, Clerk of Council

Approved as to Form:

Law Director, City of Brecksville

PERMANENT EASEMENT

ACROSS PARCEL NO. 602-23-007
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S04°03'14"W	35.42'
L2	S64°39'44"E	32.20'
L3	S64°39'44"E	69.75'
L4	S25°20'16"W	4.00'
L5	N77°23'11"W	31.55'
L6	N64°34'27"W	16.33'
L7	S88°49'55"W	12.18'
L8	S04°03'14"W	104.85'
L9	S89°17'06"W	5.02'
L10	N04°03'14"E	124.77'



SCALE: 1"=60'

DECEMBER 20, 2023

T. A. Bixler 12-20-23

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730



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 602-23-007
0.0282 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 Allen J. Kennedy Jr. and Linda Kennedy as recorded in Volume 15035, Page 37 of the Cuyahoga County Records, being more definitely described as follows;

Commencing at a 1" iron pin in a monument box found at the intersection of the centerline of Riverview Road (66 feet wide) and the centerline of Wiese Road (60 feet wide);

Thence, along the centerline of Wiese Road, South 04° 03' 14" West, 35.42 feet;

Thence, leaving the centerline of Wiese Road, South 64° 39' 44" East, 32.20 feet to the intersection of the southwesterly right of way of Riverview Road and easterly right of way of Wiese Road and the **True Point of Beginning** for the easement herein described;

Thence, along the southwesterly right of way of Riverview Road, South 64° 39' 44" East, 69.75 feet;

Thence, leaving said southwesterly right of way, South 25° 20' 16" West, 4.00 feet;

Thence, North 77° 23' 11" West, 31.55 feet;

Thence, North 64° 34' 27" West, 16.33 feet;

Thence, South 88° 49' 55" West, 12.18 feet;

Thence, South 04° 03' 14" West, 104.85 feet to the southerly line of said land conveyed to Allen J. Kennedy Jr. and Linda Kennedy;

Thence, along the southerly line of said land conveyed to Allen J. Kennedy Jr. and Linda Kennedy, South 89° 17' 06" West, 5.02 feet to the easterly right of way of Wiese Road;

Thence, along the easterly right of way of Wiese Road, North 04° 03' 14" East, 124.77 feet to the point of beginning.

Containing within said bounds 0.0282 acres (1,228 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 602-23-007
0.0282 Acres
Page 2 of 2**

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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