

EXHIBIT "A"

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

ROBERT NEJEDLIK

(Permanent Parcel No. 603-07-014)

KNOW ALL PERSONS BY THESE PRESENTS that Robert Nejedlik, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 201005280543 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of three thousand dollars (\$3,000.00) 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, maintain, operate, use, alter and repair storm sewer facilities, and appurtenances thereto 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 Grantor hereby restricts said Premises within the limits of the aforesaid Easement Area 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 above-described Easement Area of any tunnels, sewers, ducts, pipes or poles within the limits of the above-described Easement Area. Further to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or obstruction thereon, or otherwise interfering with the access to or the maintenance of the storm sewer facilities, and appurtenances thereto and also restrict the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility of the storm and sanitary sewer facilities, and appurtenances thereto.

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.

The Grantee hereby agrees to install a natural wood split rail fence as fall protection around the headwalls and wingwalls within said easement area. Such fence will be part of the improvements and maintenance the Grantee.

TO HAVE AND TO HOLD the above granted easement and the storm and sanitary sewers and appurtenances 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 _____, 20____.

Robert Nejedlik

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

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 _____, 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

Storm Sewer Easement
Nejedlik Parcel
P.P.N. 603-07-014
DGB 3810-14E

April, 2024

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio, and being part of the Original Brecksville Township Lot No. 36, bounded and described as follows:

Beginning at a point in the easterly line of Highland Drive, 60 feet wide, at the northwest corner of land conveyed to Robert Nejedlik by deed dated May 28, 2010 and recorded in A.F.N. 201005280543 of Cuyahoga County Map Records;

Thence South 79 degrees 28 minutes 27 seconds East, 35.00 feet along the northly line of said land conveyed to Robert Nejedlik to a point, there in;

Thence South 10 degrees 31 minutes 33 seconds West, 50.00 feet to a point;

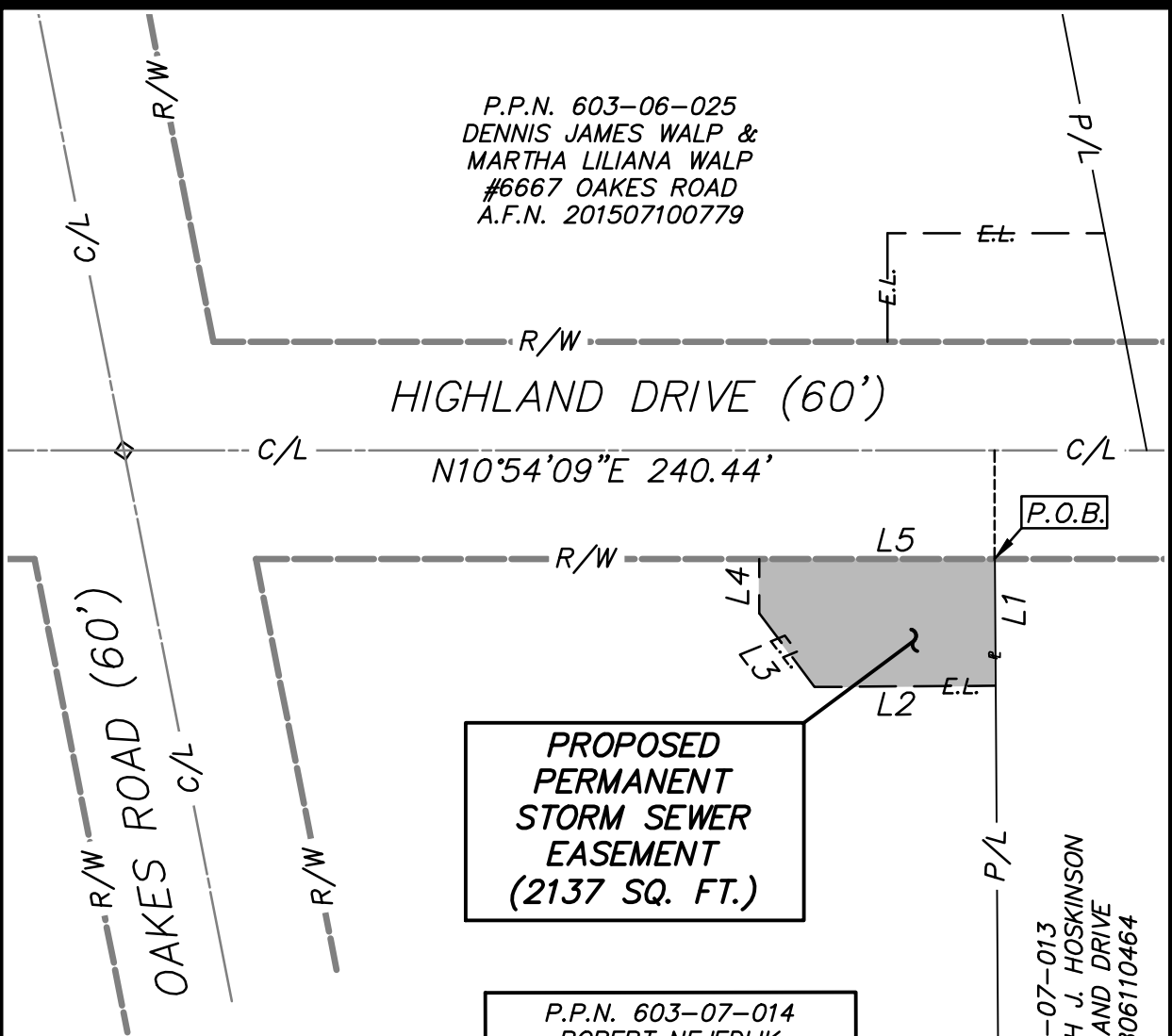
Thence South 64 degrees 03 minutes 07 seconds West, 25.40 feet to a point;

Thence North 79 degrees 05 minutes 51 seconds West, 15.00 feet to a point in the easterly line of Highland Drive. 60 feet wide;

Thence northeasterly along the easterly line of Highland Drive, 60 feet wide, North 10 degrees 54 minutes 09 seconds East, 65.00 feet to the place of beginning as described by Donald G. Bohning & Associates, Inc. in April 2024;

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

P.P.N. 603-06-025
 DENNIS JAMES WALP &
 MARTHA LILIANA WALP
 #6667 OAKES ROAD
 A.F.N. 201507100779

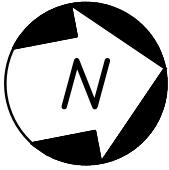


**PROPOSED
 PERMANENT
 STORM SEWER
 EASEMENT
 (2137 SQ. FT.)**

P.P.N. 603-07-014
 ROBERT NEJEDLIK
 #9341 HIGHLAND DRIVE
 A.F.N. 201005280543

P.P.N. 603-07-013
 EVAN R. & SARAH J. HOSKINSON
 #9341 HIGHLAND DRIVE
 A.F.N. 201806110464

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.00'	S79°28'27"E
L2	50.00'	S10°31'33"W
L3	25.40'	S64°03'07"W
L4	15.00'	N79°05'51"W
L5	65.00'	N10°54'09"E



EASEMENT EXHIBIT "A"
P.P.N. 603-07-014
ROBERT NEJEDLIK
 CITY OF BRECKSVILLE
 CUYAHOGA COUNTY, OHIO