

**EASEMENT FOR INSTALLATION AND
MAINTENANCE OF A SANITARY FORCE MAIN SEWER
PARCEL NUMBER 483-11-012
CITY OF NORTH ROYALTON
CUYAHOGA COUNTY, OHIO**

1. **The Cleveland Electric Illuminating Company, an Ohio Corporation**, the Grantor herein, in consideration of the sum of \$7,600.00 to be paid by the City of North Royalton, Ohio grants a perpetual SANITARY FORCE MAIN AND GRAVITY SEWER easement in the following described property attached as Exhibit A.

2. A true and accurate description of the SANITARY FORCE MAIN AND GRAVITY SEWER easement is found in the Legal Description and Drawing which is identified as Exhibit A and which is attached hereto and incorporated fully herein as if fully rewritten herein.

3. Grantor and Grantee agree that all references to either party in this instrument shall include that party and the party's heirs, administrators, successors and/or assigns.

4. In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantee the right and easement to enter upon the easement to lay, install, operate, repair, remove and maintain therein a SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances which the Grantee deems to be necessary or advisable from time to time; or to do any other thing which the Grantee deems to be necessary or advisable in order to operate or maintain said SANITARY FORCE MAIN AND GRAVITY SEWER, pipes and appurtenances in accordance with the ordinances, rules and regulations of the Grantee which are now in effect or may be adopted hereafter.

5. The City of North Royalton agrees to pay the entire costs of installing and maintaining a SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances upon the easement. The SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances shall upon completion, and approval by the Grantee, become and remain the property of the Grantee, City of North Royalton.

6. The Grantor hereby restricts the easement against the construction thereon of any temporary or permanent structures.

7. The Grantor agrees to keep the easement free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances. Grantor further agrees to make no alterations to the easement which would increase the depth of the SANITARY FORCE MAIN AND GRAVITY SEWER to more than six feet (6') or reduce its depth to less than four feet (4').

8. If the Grantor desires to alter the easement in any way other than as expressly permitted herein, he must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances which are affected by such alteration. Where necessary, the Grantor shall grant a new easement of not less than THIRTY feet (30') in width under the same terms and conditions as herein provided. The relocated or reconstructed SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances shall, upon completion, and approval by the Grantee, become the property of the grantee, City of North Royalton.

9. If the Grantor violates any of the provisions of this easement, the Grantee, at the expense of the Grantor, may enter upon the easement and make such alterations as are necessary to bring the easement into compliance with the provisions of this easement.

10. Whenever maintenance or work of any kind is performed on the easement under the terms of this easement, Grantee, City of North Royalton shall bear the responsibility for restoration of the easement and their environs to their original topographical condition.

11. The City of North Royalton assumes liability for any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the SANITARY FORCE MAIN AND GRAVITY SEWER or appurtenances or the maintenance, construction, reconstruction or relocation of said SANITARY FORCE MAIN AND GRAVITY SEWER or appurtenances. The Grantor agrees to indemnify and hold harmless the Grantee from any and all expense incurred and damage to the SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances caused by, related to or resulting from Grantor's construction within or upon the easement or from any other use of the easement by the Grantor.

12. The Grantor hereby reserves the right to use the easement for the passage or transportation of personnel, materials or equipment, and to make such other use of the easement as is not expressly prohibited by or inconsistent with the terms of this easement.

13. The Grantor and the Grantee mutually agree that neither the recording of this instrument nor its acceptance by the Grantee shall be construed as a dedication of the easement or an agreement by the Grantee to accept the easement for dedication for public use as a street.

14. The Grantor covenants with the Grantee that it is well seized of the easement as a good and indefeasible estate in fee simple and has the right to grant and convey the easement in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantee against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted SANITARY FORCE MAIN SEWER

EXHIBIT "A"

Legal Description
30' Wide Sanitary Sewer Easement
30,320 Square Feet

February 10, 2023
Project 22-024
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Easement 3

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 3, being a 30 foot wide sanitary sewer easement across those lands as described in the journal entry to The Cleveland Electric Illuminating Company dated December 3, 1975 and recorded as Deed Volume 14284, Page 25 of Cuyahoga County deed records and across those lands currently identified as Cuyahoga County Auditor's Permanent Parcel Number 483-11-005, and bounded and described as follows:

Commencing at the intersection of the centerline of Abbey Road with the centerline of Royalton Road; thence along the centerline of Abbey Road, North 02°38'30" West 1189.34 feet to the southwesterly corner of "Parcel Two" as described in the deed to Velocity Trucking LLC dated February 9, 2022 and recorded as AFN #202202090400 of Cuyahoga County deed records; thence along the southerly line of said "Parcel Two", North 89°56'03" East 193.04 feet, passing through the easterly right of way line of Abbey Road at 30.03 feet, to the Principal Point of Beginning;

Course 1: thence continuing along said southerly line of "Parcel Two", North 89°56'03" East 73.77 feet;

Course 2: thence South 66°04'16" East 124.70 feet to an angle break;

Course 3: thence South 67°10'24" East 399.71 feet, passing through the southerly line of lands described in the journal entry to The Cleveland Electric Illuminating Company dated December 3, 1975 and recorded as Deed Volume 14284, Page 25 of Cuyahoga County deed records at 358.86 feet, to an angle break;

Course 4: thence South 68°16'16" East 369.01 feet to an angle break;

Course 5: thence South 69°38'30" East 76.28 feet to the westerly line of "Parcel No. 4" as described in the deed to Tri-Mor LTD. dated November 22, 2021 and recorded as AFN #202111220384 of Cuyahoga County deed records;

Course 6: thence along said westerly line of "Parcel No. 4", South 02°38'30" East 32.59 feet to the northwesterly corner of an easement as described in the document to The Cleveland Electric Illuminating Company dated January 21, 1976 and recorded as Land Title Registration Document No. 317881;

Course 7: thence parallel with Course 5 and 30 feet therefrom, North 69°38'30" West 89.37 feet to an angle break;

Course 8: thence parallel with Course 4 and 30 feet therefrom, North 68°16'16" West 369.65 feet to an angle break;

Course 9: thence parallel with Course 3 and 30 feet therefrom, North 67°10'24" West 400.28 feet, passing through said southerly line of said The Cleveland Electric Illuminating Company at 112.18 feet, to an angle break;

Course 10: thence parallel with Course 2 and 30 feet therefrom, North 66°04'16" West 192.39 feet to the Principal Point of Beginning, containing within said bounds 30,320 square feet.

This description prepared by Michael Straub, PS 7055 of Straub Surveying, LLC on February 10, 2023 and is based on record information. The basis of bearings is the centerline of Abbey Road,

Legal Description
30' Wide Sanitary Sewer Easement
30,320 Square Feet

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based on centerline monuments found, and is to an assumed meridian used to denote angles only.

Exhibit "B"

Transmission Rights-of-Way Restrictions

Working Safety Restrictions

Compliance is required for all Occupational Safety Health Administration (OSHA) **safe-working clearances** between persons, conductive objects and energized conductor/wire. **NOTICE:** The conductor/wire position changes continuously depending on load, ambient temperature, wind speed, etc. The Company is not responsible for providing conductor/wire position to determine OSHA safe-working clearance.

Parking or operating a vehicle or equipment within or adjacent to the Company's Transmission Rights of Way may induce an electrical charge. Induced electric charges may also be transmitted to objects such as fences, signs, or any other conductive object. The use of a proper grounding system designed by a licensed engineer is required. Construction vehicles, vehicles with booms and equipment operating within or adjacent to the Company's Transmission Rights of Way must be properly grounded.

Right-of-Way Access

The Company's authorized personnel, vehicles and equipment must have continuous access to the rights of way and all the Company's structures.

Right-of-Way Restrictions

Changes to grade elevations within the Company's Transmission Rights of Way are NOT permitted. Ground disturbance or excavations are NOT permitted within 50' of Company's structures (poles, towers, guys, etc.).

Buildings, solar panels, lighting fixtures, signs, billboards, swimming pools, decks, flag posts, sheds, barns, garages, playgrounds, fences, equipment, trailers, materials or any other permanent or temporary objects are NOT permitted within the Company's Transmission Rights of Way. Other restrictions may apply under specific situations as defined by the Company.

Protective barriers must be used for any driveway or parking area within 15 feet of Company's structures (poles, towers, guys, etc.).

All vegetation on or adjacent to the Company's Transmission Rights of Way shall be low growing within the wire zone. The wire zone is defined as the area directly under the conductors which extends approximately 15 feet on each side. Vegetation that is 10-foot maximum mature height, 3-foot in NJ, is under certain circumstances permissible on the Company's Transmission Rights of Way. It is preferred that the planting of any woody vegetation be done outside of the wire zone of the Company's transmission facilities and are not permitted to be closer than 10 feet in any direction from the Company's structures (poles, towers, guys, etc.). All approved shrubbery planted near Company's structures shall allow for working area and accessibility at ground level.

Explosives or combustible liquids, substances, or materials are not permitted within the Company's Transmission Rights of Way. Prohibited materials include but are not limited to fuel, wood chips, mulch, brush, and tires.

Septic systems leach beds and/or wells are not permitted within the Company's Transmission Rights of Way.

Kite flying, model airplane flying, or similar activities is strictly prohibited on or near the Company's Transmission Rights of Way.

Easement 3 Exhibit

30 foot wide Sanitary Sewer Easement across those lands as described in the journal entry to The Cleveland Electric Illuminating Company dated December 3, 1975 and recorded as Deed Volume 14284, Page 25 of Cuyahoga County deed records and across those lands currently described as Permanent Parcel Number 483-11-005



SECTION 2
SECTION 3

VELOCITY TRUCKING LLC
PPN 483-11-003
"Parcel One"
AFN 202202090400 CCCR

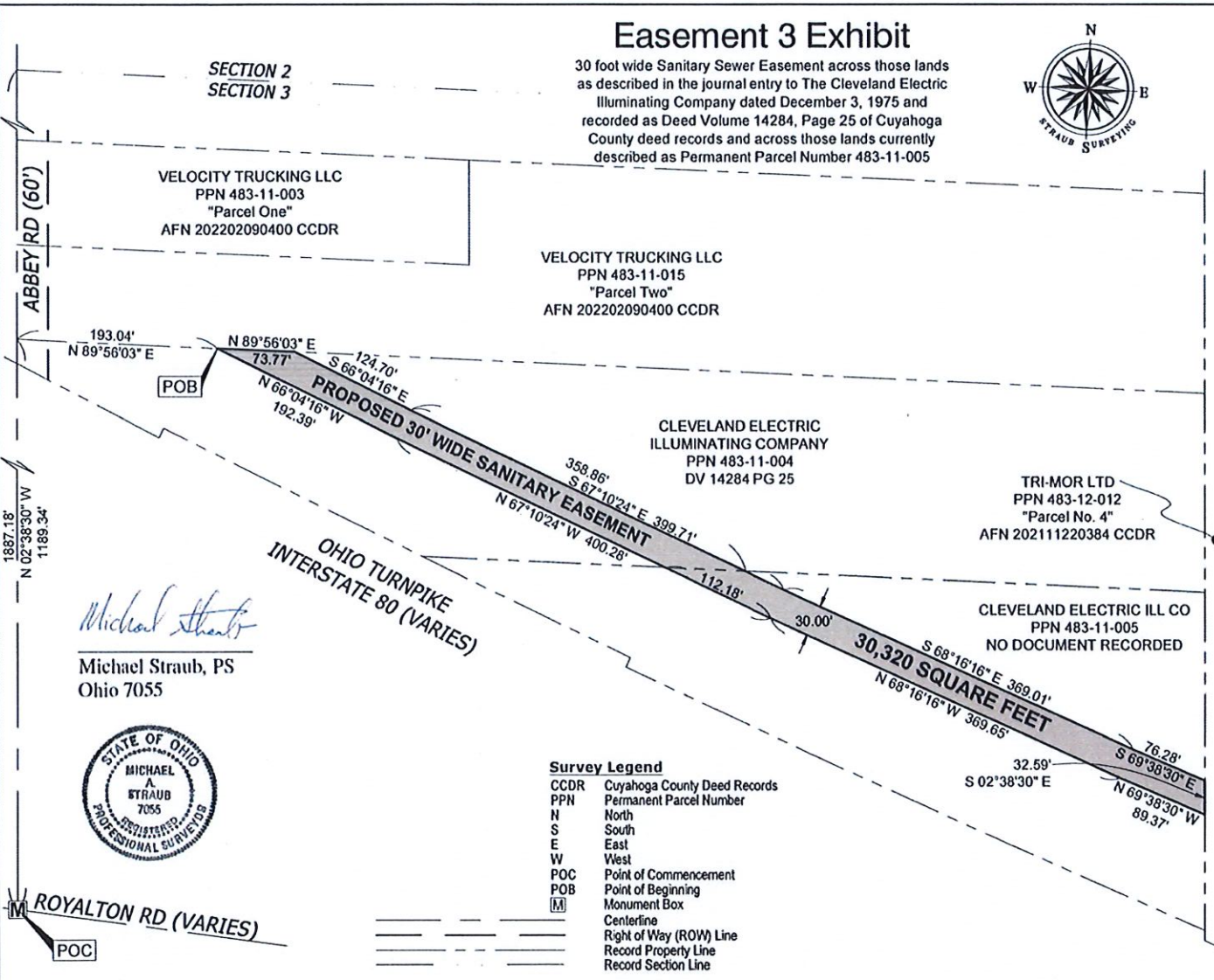
VELOCITY TRUCKING LLC
PPN 483-11-015
"Parcel Two"
AFN 202202090400 CCCR

CLEVELAND ELECTRIC
ILLUMINATING COMPANY
PPN 483-11-004
DV 14284 PG 25

TRI-MOR LTD
PPN 483-12-012
"Parcel No. 4"
AFN 20211220384 CCCR

CLEVELAND ELECTRIC ILL CO
PPN 483-11-005
NO DOCUMENT RECORDED

STRAUB SURVEYING, LLC
PROFESSIONAL LASER SCANNING AND SURVEYING SERVICES
LAKESIDE, OHIO 44137
17500 STATE STREET, SUITE 100
PHONE: 440.333.1720
INFO@STRAUBSURVEYING.COM



PROJECT:
22-024 Abbey Road

Drawn By:
CS
Date:
2/10/2023

Michael Straub
Michael Straub, PS
Ohio 7055



Survey Legend

| | |
|-------|------------------------------|
| CCDR | Cuyahoga County Deed Records |
| PPN | Permanent Parcel Number |
| N | North |
| S | South |
| E | East |
| W | West |
| POC | Point of Commencement |
| POB | Point of Beginning |
| [M] | Monument Box |
| — | Centerline |
| - - - | Right of Way (ROW) Line |
| --- | Record Property Line |
| --- | Record Section Line |