

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

1. **TRI-MOR LTD, An Ohio limited liability company**, the Grantor herein, as a gift/donation to the City of North Royalton 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

Jacqueline N. Bragg

NOTARY PUBLIC

My Commission expires: 12/03/2027

This document was prepared by: The City of North Royalton, Ohio



Jacqueline N. Bragg
Notary Public, State of Ohio
My Commission Expires:
December 3, 2027

Legal Description
30' Wide Sanitary Sewer Easement
22,869 Square Feet

February 10, 2023
Project 22-024
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EXHIBIT "A"

Easement 2

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 "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, 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 1146.44 feet, passing through the easterly right of way line of Abbey Road at 30.03 feet, to the westerly line of said "Parcel No. 4"; thence along said westerly line of said "Parcel No. 4", South 02°38'30" East 402.79 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, and the Principal **Point of Beginning**;

Course 1: thence along said westerly line of said "Parcel No. 4", North 02°38'30" West 32.59 feet;

Course 2: thence parallel with the northerly line of said easement of lands of said The Cleveland Electric Illuminating Company and 30 feet therefrom, South 69°38'30" East 763.12 feet to the westerly line of lands as described in the deed to 9960 York Alpha Drive, LLC dated August 1, 2011 and recorded as AFN #201108010576 of Cuyahoga County deed records;

Course 3: thence, along said westerly line of said lands of 9960 York Alpha Drive, LLC, South 00°15'50" East 32.05 feet to the northerly line of said easement of lands of said The Cleveland Electric Illuminating Company;

Course 4: thence, along said northerly line of said easement of lands of said The Cleveland Electric Illuminating Company, North 69°38'30" West 761.68 feet to the Principal Point of Beginning, containing within said bounds 22,869 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, based on centerline monuments found, and is to an assumed meridian used to denote angles only.