

### AMENDMENT TO SEWER EASEMENT

This Amendment to Easement for the Installation and Maintenance of Sewers ("Amendment") is made this 23<sup>rd</sup> day of JANUARY 2026, by and between Michael K. Dolan, Jr., Trustee of the M&P Dolan Heritage Trust and East Linden LLC, an Ohio limited liability corporation (the "Grantors"), and the City of Parma, Ohio, (the "Grantee").

### RECITALS

A. Grantors are the owners of certain real property located in the City of Parma, County of Cuyahoga, and State of Ohio, currently identified as Permanent Parcel Numbers 457-10-058 and 457-10-059 in the Cuyahoga County Records (the "Property").

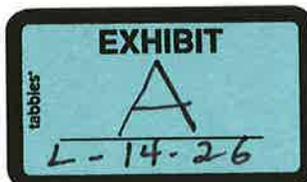
B. The Property is encumbered by that certain 20' Sewer Easement (the "Easement") recorded as a Subdivision Plat in Volume 201, Page 44 of the Cuyahoga County Records.

C. The Easement describes the easement area (the "Original Easement Area") upon which the Grantee currently maintains and operates a sanitary pump station (the "Original Pump Station").

D. Grantee desires to enhance the service capabilities of the Original Pump Station by constructing a new sanitary pump station east of the Original Pump Station within the existing East Linden Road right-of-way (the "New Pump Station");

E. Upon completion of the New Pump Station, Grantee plans to remove the Original Pump Station and return the Original Easement Area and any disturbed portions of the Property to its natural unimproved condition, provided, however, that in order to limit the disruption to the Original Easement Area, Grantee shall, with Grantor's consent, disconnect and leave in place an underground electrical cable.

F. Accordingly, the parties desire to amend the Easement as follows in order to replace the legal description of the Original Easement Area with a description of the area on which the New Pump Station will be located.



## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), the covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment of Legal Description.** The Original Easement Area as described in the Easement is hereby deleted in its entirety and replaced with the legal description of that approximately Two Thousand Three-Hundred Forty (2,340) square foot area set forth in **Exhibit A** and depicted on **Exhibit B** ("Easement Area").

2. **Temporary License.** Until the New Pump Station is constructed and in service, Grantee may use the Original Easement Area and shall have the right of ingress and egress to and from such Original Easement Area to the Easement Area for the purposes of constructing the New Pump Station and removing the Original Pump Station. Thereafter, Grantee shall, within a reasonable amount of time, restore the Original Easement Area to a natural and unimproved condition consistent with the surrounding Property outside of the Easement Area and consistent with Grantor's then-current vegetation standards, policies, and procedures.

3. **Construction.** Grantee and its contractors and agents shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal or state governments and of any and all departments and bureaus thereof applicable to the installation, construction, laying, existence, operations, maintenance and use of the New Pump Station. All construction, installation, maintenance, repair and replacement hereunder shall be performed in a good and workmanlike manner and Grantee shall promptly discharge, at its sole cost and expense, any and all liens asserted against the Property as a result of the performance of any such construction of the New Pump Station or other use of the Easement.

4. **Miscellaneous.** Should the Easement Area no longer be used for the purposes set forth in the Easement, the Grantee must remove any improvements and restore the Easement Area to its natural unimproved condition after which the Easement shall terminate and the Easement Area shall revert to the Grantor. This Amendment shall be construed in accordance with Ohio law, without regard to its choice of law provisions and shall not be amended or modified unless in writing executed by both parties and recorded in the Public Records of Cuyahoga County, Ohio. Except as specifically amended by this Amendment, the terms and provisions of the Easement shall remain unchanged. In the event of a conflict between the terms and provisions of this Amendment and those of the Easement, this Amendment shall control. The Easement, as amended hereby, shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

**[signatures on following page]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the day and year first above written.

**GRANTORS:**  
MICHAEL K DOLAN, JR., TRUSTEE

  
By: Michael K. Dolan, Jr., Trustee  
*or successor in interest under the M&M  
Dolan Heritage Trust dated July 1st, 2025*  
EAST LINDEN LLC

  
By: Michael K. Dolan, Jr.  
*or successor in interest, under the M&M  
Dolan Heritage Trust dated July 1st, 2025*

**GRANTEE:**  
CITY OF PARMA, OHIO

  
By: Tim DeGeeter, Mayor

STATE OF OHIO }  
GUYAHOGA COUNTY } ss.  
MEDINA

BEFORE ME, a Notary Public in and for said state and county, personally came the above-named Michael K. Dolan, Jr., Trustee, who acknowledged that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Hunckley, Ohio this 6th day of January, 2026.



Jessica Shamshoum-French  
Notary Public

My commission expires: 5/19/2030

STATE OF OHIO }  
GUYAHOGA COUNTY } ss.  
MEDINA

BEFORE ME, a Notary Public in and for said state and county, personally came the above named Michael K. Dolan, who acknowledged being the authorized agent of East Linden LLC, and, who acknowledged that he did sign the foregoing instrument as his free act and deed on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Hunckley, Ohio this 6th day of January, 2026



Jessica Shamshoum-French  
Notary Public

My commission expires: 5/19/2030

STATE OF OHIO }  
CUYAHOGA COUNTY } ss.

BEFORE ME, a Notary Public in and for said state and county, personally came the above-named Tim DeGeeter who acknowledged that he did sign the foregoing instrument as his free act and deed on behalf of the City of Parma, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Parma, Ohio this 27<sup>th</sup> day of January, 2026.



SHERRIL R GRIFFITH  
Notary Public  
State of Ohio  
My Comm. Expires  
December 2, 2030

*Sherril R. Griffith*  
Notary Public

My commission expires: Dec 2, 2030

**Instrument Prepared By:**  
Parma Law Department  
7335 Ridge Road, Parma, Ohio 44129  
440.885.8132

# Exhibit A

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**7606 EAST LINDEN LANE - PART OF P.P.N. 457-10-059 & 457-10-058**

## **SEWER EASEMENT ADJUSTMENT**

**IN THE NAME AND FOR THE USE OF THE CITY OF PARMA,**

**CUYAHOGA COUNTY, OHIO**

A perpetual easement for underground sanitary sewer infrastructure and supporting utilities, except for any necessary grade level manhole covers, cleanouts, vault covers, etc., including but not limited to any construction, maintenance and/or replacement work deemed appropriate for such sanitary sewer pipes, laterals, manholes, cleanouts, necessary electric lines/conduit, etc.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

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Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Sublot 1 in the William E. Platten Jr. Re-Subdivision as shown by the plat recorded in Volume 226, Page 101 of Cuyahoga County Map Records, part of Sublot 41 in Pleasant Acres Subdivision No. 1 as shown in the plat recorded in Volume 201, Page 44 and Volume 203, Page 74 of Cuyahoga County Map Records, and all part of the Original Parma Township Lot No. 37, Ely Tract and further bounded and described as follows:

Beginning on the curved northerly right of way of East Linden Lane at the southwesterly corner of Sublot No. 41 as shown by the Pleasant Acres Subdivision No. 1 recorded in Volume 201, Page 44 and Volume 203, Page 74 of Cuyahoga County Map Records, referenced by a 1/2" iron pin found in concrete at North 21°54'44" West, 0.33 feet;

Thence along the curved northerly right of way of East Linden Lane deflecting to the right, an arc of 55.00 feet and a delta of 11°21'32", said curve having a radius of 277.46 feet, and a chord that



# Exhibit A

bears North 73°41'43" East, 54.92 feet to the **Principal Place of Beginning** of the Easement herein described;

Thence North 08°29'23" West, 6.28 feet to a point;

Thence North 43°00'19" West, 25.56 feet to a point;

Thence North 88°34'08" East, 9.81 feet to a point;

Thence North 01°25'52" West, 106.74 feet to a point;

Thence North 45°30'00" West, 60.44 feet to the northerly line of said Sublot No. 41;

Thence North 89°39'30" West along said northerly line and the extension thereof, 14.18 feet to a point;

Thence South 45°30'00" East, 54.43 feet to a point;

Thence South 01°25'52" East, 131.81 feet to the curved northerly right of way of East Linden Lane;

Thence along the curved northerly right of way of East Linden Lane deflecting to the left, an arc of 37.12 feet and a delta of 07°39'58", said curve having a radius of 277.46 feet, and a chord that bears South 83°12'28" West, 37.10 feet to the **Principal Place of Beginning** and containing 0.0537 acres of land (2,340square feet), as surveyed and described by Peter John Gauriloff, P.S. No. 8646 of Cuyahoga County Department of Public Works in October 2025 subject to all legal highways, restrictions, reservations and easements of record.

*The intent of the easement adjustment is to abandon a portion of the existing easement, as shown by the detail prepared by the Cuyahoga County Department of Public Works, and modify it to a 10' easement east of the original location to better accommodate the construction of new pump station.*

  
Peter J. Gauriloff - P.S. No. 8646  
Chief Surveyor - Cuyahoga County  
Department of Public Works



November 19, 2025

Date



## Exhibit A

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**Deeds of Reference:**

P.P.N. 457-10-059

Land conveyed to Michael K. Dolan Jr., Trustee by deed dated August 21, 2025 and recorded in AFN. 202508210062 of Cuyahoga County Deed Records.

P.P.N. 457-10-058

Land conveyed to East Linden LLC by deed dated November 4, 2021 and recorded in AFN. 202111040268 of Cuyahoga County Deed Records.

**Basis of Bearing:**

Ohio Department of Transportation (ODOT) Real Time Network, Ohio State Plane Coordinate System, North Zone NAD 83, 2011 adjustment.



