

## WORK AGREEMENT

This Temporary Work Agreement ("Work Agreement") made this 27<sup>th</sup> day of January, 2026, by and between Michael K Dolan, Jr., Trustee, or successors in interest, under the M & M Dolan Heritage Trust dated July 1<sup>st</sup>, 2025, hereinafter called the OWNER, to the City of Parma, a municipal corporation, its agents and/or contractors, hereinafter called the CITY, collectively the Parties.

WHEREAS, the CITY has requested permission from the OWNER to perform certain work as described below on the premises of the OWNER located on East Linden Lane better known as PPN 457-10-059 (the "Premises");

WHEREAS, the Parties wish to enter into this Work Agreement to permit the CITY a Right of Entry to enter the Premises for the purposes of the E. Linden Pump Station Project as further described below.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the covenants herein contained, and for other good and valuable consideration, which is hereby acknowledged by the parties, the parties hereto mutually agree as follows:

1. That the OWNER hereby grants a Right of Entry over the Premises to the CITY and its duly authorized agents and contractors for the purpose of removal of existing pump station, utility work, grading and ancillary work for the E. Linden Pump Station Project ("Project Work") as shown on the attached Exhibit 1.
2. That this right-of-entry is granted only for the purpose of Project Work. Under no circumstances may the CITY, its agents and/or contractor use the Premises for storage of material or equipment by the contractor unless a separate agreement is made between the contractor and OWNER.
3. That the duration of the Work Agreement granted to the CITY is one 15 months immediately following the date on which the Project Work is first commenced by the CITY, or its duly authorized agents and contractors.
4. That the CITY must remove landscaping vegetation adjacent to the existing pump station and the CITY will compensate the OWNER a total of Two Thousand Dollars (\$2,000.00), which is the estimated value of the OWNER's landscaping, for the loss of landscaping resulting from the Project Work.
5. CITY agrees to assume responsibility for its own acts, omissions, negligence and intentional acts that may cause damage or injury hereunder.
6. It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.
7. Any notice concerning this Entry Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the following respective addresses of each party. Notice to the OWNER shall be made to: The M & M Dolan Heritage Trust at 7606 East Linden Lane, Parma, Ohio 44130. Notice to the CITY shall be made to: Tony Vannello, Parma Service Director at 6611 Ridge Road, Parma, Ohio 44129.



8. This Work Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind before the execution date of this Entry Agreement shall not be binding upon either party, except to the extent it is incorporated herein.

9. Any modification of this Work Agreement or additional obligation assumed by either party in connection with this License will be binding only if evidenced in writing and signed by each party.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Work Agreement as of the date first hereinabove written.

OWNER:

  
Michael K. Dolan, Jr., Trustee, or successors in interest, under The M & M Dolan Heritage Trust  
dated July 1st, 2025

Date: 1/12/2026

CITY:

  
Tim DeGector, Mayor of City of Parma

Date: \_\_\_\_\_

The legal form and correctness of this Agreement is hereby approved:

Parma Law Department

By: Scott Tuma

Date: 1/27/26

