

A RESOLUTION ACCEPTING STANDARD EASEMENTS FOR
INSTALLATION AND MAINTENANCE OF A WATER LINE, AND
DECLARING AN EMERGENCY

WHEREAS, the Village of Richfield must accept standard easements over certain properties located in the Everett Pointe Subdivision for the installation and maintenance of a public water main for the purpose of supplying public water service to the properties; and

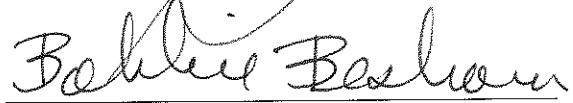
WHEREAS, this Council desires to authorize the Mayor and Finance Director to accept the standard easements from Constantine Nursery and Garden Center, Inc. and KNL Custom Homes, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

- SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to accept the Standard Easement for Installation and Maintenance of a Water Main for Circulation Purposes Only from Constantine Nursery and Garden Center, Inc., a copy of which easement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.
- SECTION 2. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to accept the Standard Easement for Installation and Maintenance of a Water Main for Circulation Purposes Only from KNL Custom Homes, Inc., a copy of which easement is attached hereto as Exhibit "B" and incorporated herein fully as if by reference.
- SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to supply potable water to the project at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6/26/2018


President of Council


Mayor

Dated: 6-26-18

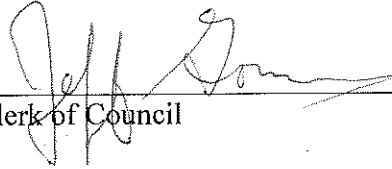
ATTEST:

Clerk of Council

EXHIBIT A

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY

We, Constantine Nursery and Garden Center, Inc., the Grantor herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the Village of Richfield, and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the Village of Richfield, County of Summit, State of Ohio, known as being part of the Original Lot 12, also being part of land conveyed to Constantine Nursery and Garden Center, Inc., an Ohio Corporation by deed recorded in Reception Number 55201578 of the Summit County Records, and bounded and described as follows:

Beginning at the Southeast corner of said Original Lot 12. Said corner is also the centerline intersection of Everett Road (60 feet in width)(C.H. 47) and Brecksville Road;

THENCE North 0 degrees 41 minutes 57 seconds West, along the Eastern edge of Original Lot 12 and centerline of said Brecksville Road, a distance of 866.74 feet to a point, said point being the northeasterly corner of said Constantine Nursery and Garden Center, Inc. property;

THENCE South 88 degrees 53 minutes 41 seconds West, along the northerly line of said Constantine Nursery and Garden Center, Inc. property, a distance of 50.00 feet to a point set on the westerly right of way of said Brecksville Road and the true point of beginning for the easement herein described, as witnessed by a 3/4" open top pin found 0.15 feet west;

THENCE South 0 degrees 41 minutes 57 seconds East, along the westerly right of way of said Brecksville Road, a distance of 30.00 feet to a point;

THENCE South 88 degrees 53 minutes 41 seconds West, a distance of 593.93 feet to a point;

THENCE South 43 degrees 59 minutes 21 seconds West, a distance of 8.97 feet to a point on the easterly line of said Constantine Nursery and Garden Center, Inc. property;

THENCE North 0 degrees 41 minutes 10 seconds East, along the easterly line of said Constantine Nursery and Garden Center, Inc. property, a distance of 36.34 feet to a point, being the northwesterly corner of said Constantine Nursery and Garden Center, Inc. property;

THENCE North 88 degrees 53 minutes 41 seconds East, along the northerly line of said Constantine Nursery and Garden Center, Inc. property, a distance of 600.23 feet to the true point of beginning and containing 18,026 square feet or 0.4138 acres of land, more or less.

The basis of bearings for this description is the Ohio State Plane Coordinate System NAD 83, Ohio North Zone. See map attached as Exhibit "A"

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

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or water main; or to do any other thing which the Grantees deems to be necessary or advisable in order to operate or maintain said mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules and regulation of the Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises, The water main and appurtenances, including valves and hydrants, shall upon completion, and approval by the Grantees, become and remain the property of the Grantee, Village of Richfield, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantee, the City of Cleveland, now or hereafter in effect.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 - ½) feet above or one and one-half (1 - ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantees' access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the dept of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantees. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantees, become the property of Grantee, the Village of Richfield.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantees from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantees. The Grantor further indemnifies and holds harmless the Grantees from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

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

The Grantor further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

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

The Grantor covenants with the Grantees that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the

premises 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 Grantees against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantees forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Fairlawn, Ohio this 23rd day of February, 2018.

Signed in the Presence of:

GRANTOR: Constantine Nursery and Garden Center, Inc.

Stephanie C Ward

John Constantine Jr its President

Stephanie C WARD
(print or type name)

John Constantine Jr.

[Signature]

Todd Folden
(print or type name)

This Instrument Prepared By: Grantees

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Constantine Nursery and Garden Center, Inc., by John ^{*}Constantine Jr, its President who acknowledged that it did sign the foregoing instrument and that the same is ^{his} free act and deed, as such officer(s) and the free act and deed of said (corporation, partnership).

*Constantine
(Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fairlawn, Ohio, this 23rd day of February, 2018.

Stephanie C Ward
NOTARY



STEPHANIE C. WARD, NOTARY PUBLIC
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 12, 2019

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

(City, Village, Township, District)

(Date)

Accepted by the Council of _____ by

(Resolution/Ordinance) No. _____

Passed _____, 20____.

Clerk or Assistant

(Date)

The City of Cleveland, by and through its Director of Public Utilities, does hereby
accept the within easement and all the terms and conditions thereof this _____
day of _____, 20____, as authorized by Section 129.20 of the
Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of
Cleveland on June 17, 1991.

Signed in the presence of:

CITY OF CLEVELAND

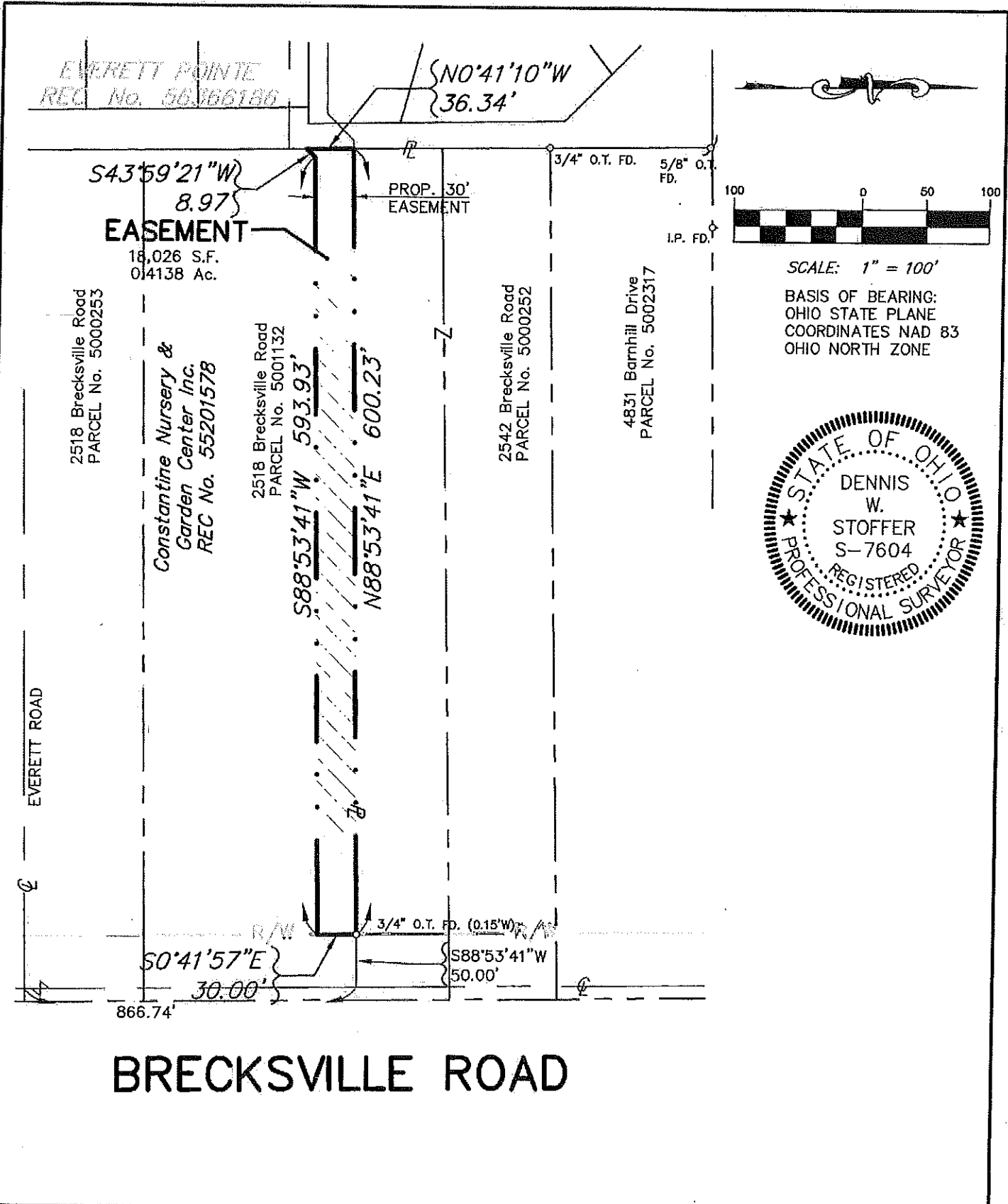
By: _____
Director of Public Utilities

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

By: _____
Assistant Director of Law

Date: _____



**EXHIBIT A—WATER MAIN CIRCULATION EASEMENT
FOR
CONSTANTINE NURSERY GARDEN CENTER, INC.**

DATE: MARCH, 2018

SCALE: 1"=100'

EXHIBIT B

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY

KNL Custom Homes, Inc., an Ohio Corporation, the Grantors herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the Village of Richfield, and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the Village of Richfield, County of Summit, State of Ohio, known as being part of the Original Lot 12, and bounded and described as follows:

Beginning at the Southeast corner of said Original Lot 12. Said corner is also the centerline intersection of Everett Road (60 feet in width)(C.H. 47) and Brecksville Road;

THENCE North 0 degrees 41 minutes 57 seconds West, along the Eastern edge of Original Lot 12 and centerline of said Brecksville Road, a distance of 866.74 feet to a point, said point being the northeasterly corner of land conveyed to Constantine Nursery and Garden Center, Inc., an Ohio Corporation by deed recorded in Reception Number 55201578 of the Summit County Records;

THENCE South 88 degrees 53 minutes 41 seconds West, along the northerly line of said Constantine Nursery and Garden Center, Inc. property, a distance of 650.23 feet to northwesterly corner of said Constantine Nursery and Garden Center, Inc. property. Said point also being on the easterly line of the Everett Pointe Allotment as recorded in Reception Number 56366186 of the Summit County Records and the true point of beginning for the easement herein described;

THENCE South 0 degrees 41 minutes 10 seconds East, along the westerly line of said Constantine Nursery and Garden Center, Inc. property and easterly line of said Everett Pointe Allotment, a distance of 50.45 feet to a point;

THENCE South 89 degrees 00 minutes 21 seconds West, a distance of 171.69 feet to a point on the easterly right of way line of Gianni Way (60 feet in width);

THENCE North 0 degrees 59 minutes 39 seconds West, along the easterly right of way line of said Gianni Way, a distance of 30.00 feet to a point;

THENCE North 89 degrees 00 minutes 21 seconds East, a distance of 145.23 feet to a point;

THENCE North 43 degrees 49 minutes 21 seconds East, a distance of 28.90 feet to a point;

THENCE North 88 degrees 53 minutes 41 seconds East, a distance of 6.31 feet to the true point of beginning and containing 5,490 square feet or 0.1260 acres of land, more or less.

The basis of bearings for this description is the Ohio State Plane Coordinate System NAD 83, Ohio North Zone. See the Everett Pointe Allotment Plat as recorded in Reception Number 56366186 of the Summit County Records.

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

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or water main; or to do any other thing which the Grantees deems to be necessary or advisable in order to operate or maintain said mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules and regulation of the Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises, The water main and appurtenances, including valves and hydrants, shall upon completion, and approval by the Grantees, become and remain the property of the Grantee, Village of Richfield, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantee, the City of Cleveland, now or hereafter in effect.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 - ½) feet above or one and one-half (1 - ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantees' access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the dept of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantees. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantees, become the property of Grantee, the Village of Richfield.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantees from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantees. The Grantor further indemnifies and holds harmless the Grantees from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

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

The Grantor further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

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

The Grantor covenants with the Grantees that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the

premises 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 Grantees against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantees forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Fairlawn, Ohio this 23rd day of February, 2018.

Signed in the Presence of:

Stephanie Clear

Stephanie C. WARD
(print or type name)

Alicia Calaway

Alicia Calaway
(print or type name)

GRANTOR: KNL Custom Homes, Inc.

Todd Folden President KNL

Todd Folden, President

This Instrument Prepared By:

Grantees

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, personally appeared the above-named KNL Custom Homes, Inc., by Todd Folden, its President, who acknowledged that he did sign the foregoing instrument and that the same is ^{his} free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fairlawn Ohio, this 23rd day of February, 2018.



STEPHANIE C. WARD, NOTARY PUBLIC
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 12, 2019

Stephanie Clear
NOTARY

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

(City, Village, Township, District)

(Date)

Accepted by the Council of _____ by

(Resolution/Ordinance) No. _____

Passed _____, 20____.

Clerk or Assistant

(Date)

The City of Cleveland, by and through its Director of Public Utilities, does hereby
accept the within easement and all the terms and conditions thereof this _____
day of _____, 20____, as authorized by Section 129.20 of the
Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of
Cleveland on June 17, 1991.

Signed in the presence of:

CITY OF CLEVELAND

By: _____
Director of Public Utilities

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

By: _____
Assistant Director of Law

Date: _____

