

RESOLUTION NO. 70-2005

Offered by All of Council

A RESOLUTION TO MAKE ADDITIONAL APPROPRIATIONS FOR OTHER EXPENDITURES OF THE VILLAGE OF RICHFIELD, STATE OF OHIO, DURING THE YEAR ENDING DECEMBER 31, 2005.

SECTION 1. To provide for other expenditures of the said Village of Richfield during the year ending December 31, 2005 the following sums be, and they hereby are, set aside and appropriated as follows:

- A) Capital Improvement Fund:
  - 1) Paving \$ 40,000.00

SECTION 2. The Director of Finance is hereby authorized to draw warrants on the Village for payments for any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board of officers authorized by law to approve the same, or an Ordinance or Resolution of council to make the expenditure; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or Ordinance.

SECTION 3. In accordance with Section 4.12 of the Charter of the Village of Richfield, this Resolution No. 70-2005 will take effect and be in force upon the approval of the Mayor.

PASSED: 9-6-05

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 9/8/05

ATTEST:  
[Signature]  
Clerk of Council

**CHECKLIST**  
For Standard Water Service  
And Circulation Easements  
(Suburban)

Attention to the following details will expedite the processing of your easement:

Page 1

- a) First blank: insert grantor's name
- b) Second and third blanks: insert name of community in which easement property is located (the "grantee").
- c) Fourth blank: insert name of county in which easement property is located.
- d) Fifth and sixth blanks: insert original township name and lot number.
- e) Space after introductory paragraphs: insert legal description of easement area only, or attach it as "Exhibit A," and insert: "a copy of the legal description is attached hereto as Exhibit A and is incorporated herein as if fully rewritten.

Page 2

Insert name of the grantee (as explained in "b)" above) on both lines.

Page 4

CAUTION: this is where mistakes are most frequently made.

- a) The grantor must sign in the presence of TWO witnesses and, on the lines immediately preceding his/her signature, must insert the date of and place at which the signing occurred.
- b) If the grantor is signing on behalf of a partnership, corporation, etc., he/she must indicate his representative capacity (President, Agent, etc.)
- c) The grantors signature must be notarized.
- d) The grantee must accept the easement:
  - 1) The easement form must be accompanied by the ordinance or resolution by which the grantee accepts the grant of easement;
  - 2) The grantee's Law Director must approve the document; and
  - 3) The grantees Clerk of Council must note the Council's approval.
- e) The remaining lines of the Easement should be left blank. They will be filled in by the City of Cleveland.

# HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129

TELEPHONE (216) 398-0280

FAX (216) 351-0920

August 24, 2005  
File No. 97024-WLE1

## EXHIBIT "A"

### LEGAL DESCRIPTION WATER LINE EASEMENT - SUBLOT NO. 1

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Sublot No. 1 in the Timberlake Business Park Replat No. 1, of part of Lot Number 1, Tract 3, Richfield Township, as recorded in Plat Reception Number 54503081 and Re-recorded in Plat Reception Number 55144399 of Summit Record of Plats, bounded and described as follows:

Beginning in the southerly right-of-way line of Timberlake Drive, 60.00 feet wide, at the northwesterly corner of Sublot No. 1 in said Timberlake Business Park Replat No. 1;

Thence North  $89^{\circ} 23' 51''$  East, along the said southerly right-of-way line of Timberlake Drive, a distance of 345.00 feet to a point of curvature;

Thence southeasterly along the curved easterly line of said Sublot No. 1, by a curve to the right, an arc distance of 18.94 feet, said curve having a radius of 35.00 feet, a central angle of  $31^{\circ} 00' 10''$  and a chord which bears South  $75^{\circ} 06' 04''$  East, a distance of 18.71 feet;

Thence South  $89^{\circ} 23' 51''$  West, a distance of 363.03 feet to a point in the westerly line of said Sublot No. 1;

Thence North  $00^{\circ} 36' 09''$  West, along the said westerly line of said Sublot No. 1, a distance of 5.00 feet to the place of beginning and containing 0.0410 acres of land as described by Howard R. Selee, Registered Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC., Professional Land Surveyors, dated August 24, 2005, be the same more or less, but subject to all legal highways.

Bearings correlate to the value of North  $04^{\circ} 49' 28''$  west, assigned to the centerline of Interstate Route No. I-77 by SUM-271-2-98, Right-of-Way Maps, Sheet 16 of 40, dated October 15, 1965.



*Howard R. Selee*  
Howard R. Selee, P.S.  
Howard R. Selee and Associates, Inc.  
Reg. Surveyor No. 5471

August 24, 2005

**PARCEL 1**  
36.5792 Ac.

**TIMBERLAKE DR. 60'**

N89°23'51"E  
464.00

N00°36'09"W  
30.00

N00°36'09"W  
5.00

345.00  
363.03

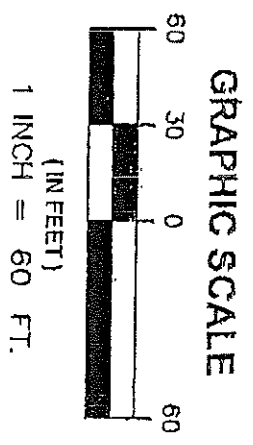
5' WATER MAIN  
EASEMENT  
0.1921 Ac.

R = 35.00  
A = 31°00'10"  
A = 18.94  
C = 18.71  
N75°06'04"W

**BLOCK A**  
0.4748 Ac.

**SUBLOT 1**  
3.0045 Ac.

**PARCEL 2**  
8.8005 Ac.



**HOWARD R. SEELEE & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
9701 BROOKPARK ROAD \* SUITE 231 \* CLEVELAND, OH 44129  
(216) 398-0280  
FILE NO. 97024-ESMT-WATE

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

(I, We) THOMAS F. ALLEN, the  
Grantor herein, for valuable consideration received and to be received to (my, our) full  
satisfaction, do hereby grant and convey to the (City, Village, Township, District) 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 (City, Village, Township, District) of  
RICHFIELD, County of SUMMIT, State of Ohio,  
known as being part of the Original \_\_\_\_\_ Township Lot No.  
\_\_\_\_\_, and bounded and described as follows:

SUBLOT 1 IN TIMBERLAKE BUSINESS PARK

Insert legal description of proposed  
Easement area by metes and bounds, or  
Attach description as Exhibit "A" and  
Insert here: "A copy of the legal  
Description is attached hereto as  
Exhibit "A" and made a part hereof as  
If fully written herein."

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 Grantee 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 Grantee 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 (City, Village, Township, District) 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 Grantor 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 depth 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 (City, Village, Township, District) 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, manholes, 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 herunto set their hands at Cleveland Ohio this 31 day of August, 2005.

Signed in the Presence of:  
Belinda Koeppe  
Belinda Koeppe  
(print or type name)

GRANTOR:  
Thomas F. Allen  
Thomas F. Allen  
(print or type name)

\_\_\_\_\_  
(print or type name)

This Instrument Prepared By:

\_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named Thomas F. Allen, who acknowledged that (he, they) did sign the foregoing instrument and that the same is (his, their) 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 Cleveland Ohio, this 31 day of August, 2005

Joseph F. Ciulla  
NOTARY

JOSEPH F. CIULLA  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 247.03 R.C.

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

[Signature]  
Director of Law

Village of Richfield  
(City, Village, Township, District)

9/8/05  
(Date)

Accepted by the Council of The Village of Richfield, Ohio by  
(Resolution/Ordinance) No. 69-2005

Passed September 6, 2005

[Signature]



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: \_\_\_\_\_