

A RESOLUTION ACCEPTING THE STANDARD EASEMENT FOR INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE FROM THE KENSINGTON RESERVE DEVELOPMENT COMPANY AND DECLARING AN EMERGENCY

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

SECTION 1. That this Council does hereby authorize the acceptance of a Standard Easement for the Installation and Maintenance of a Water Main for the Purpose of Supplying Water from the Kensington Reserve Development Company, a copy of which Easement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. 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 provide necessary water service 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: September 4, 2001

Michael Peters
President of Council

Donald W. Larsen
Mayor

Dated: 9/6/2001

ATTEST:
Carole Gibson
Clerk of Council

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE PURPOSE OF SUPPLYING WATER SERVICE

I, Lawrence Wojtala, member of Kensington Reserve Development Company, Ltd., the Grantor herein, for valuable consideration received and to be received to my full satisfaction, do hereby grant and convey to the Village of Richfield and to the City of Cleveland, political subdivisions 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 and State of Ohio, known as being part of the Original Township Lot No. 21 in Tract 1, and bounded and described as follows:

**"A COPY OF THE LEGAL DESCRIPTION IS ATTACHED
HERETO AS EXHIBIT "A" AND MADE A PART HEREOF AS IF FULLY
WRITTEN HEREIN."**

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

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 Grantees deem 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 deem 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 regulations 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, City of Cleveland, now or hereafter in effect.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantees at the expense of owners of abutting property or others who seek water service thereby. Service connections shall be assigned to specific street mailing addresses by Grantee, City of Cleveland, when said Grantee receives the official designation of such addresses from Grantee, Village of Richfield.

All water meters shall be furnished and set by Grantee, City of Cleveland, at the expense of the Grantor. All water shall be supplied by Grantee, City of Cleveland, in the same manner and to the same extent that said Grantee supplies water to properties abutting on public streets in the City of Cleveland.

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 (1-1/2) feet above or one and one-half (1-1/2) 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.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The access driveway shall be constructed of concrete or asphalt and shall conform to current O.D.O.T. specifications.

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 fifty (50) 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, 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 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 _____ this _____ day
of _____, 20_____.

Signed in the Presence of:

GRANTOR:
Kensington Reserve Development
Company, Ltd. by

Lawrence Wojtala, member

(print or type name)

(print or type name)

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer and the free act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 20_____.

NOTARY

This Instrument Prepared By:
Kenneth Jensen & Associates, Inc

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

Director of Law

Village of Richfield

(Date)

Accepted by the Council of the Village of Richfield by 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

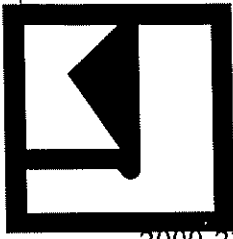
By: _____
Director of Public Utilities

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

Director of Law

By: _____
Assistant Director of Law

Date: _____



KENNETH JENSEN & ASSOCIATES, INC.
ENGINEERS & SURVEYORS

3543 DARROW ROAD
STOW, OHIO 44224
PHONE 330 - 688 - 6049
FAX 330 - 688 - 6040

2000-2378

LEGAL DESCRIPTION

DEDICATED UTILITY RIGHT OF WAY AND EASEMENT

April 12, 2001

Situated in the Village of Richfield, County of Summit and State of Ohio being part of Lot 21, Tract 1 and further described as follows:

Beginning at a $\frac{3}{4}$ " open top iron pipe found on the southerly right of way line of West Streetsboro Road (S.R. 303 - 60' R/W);

Thence N $1^{\circ} 08' 45''$ W 30.00 feet to a point on the centerline of West Streetsboro Road;

Thence N $88^{\circ} 51' 15''$ E 102.47 feet along the centerline of West Streetsboro Road to the southwesterly corner of Lot 21 and the centerline of Humphrey Road 60' R/W;

Thence N $88^{\circ} 51' 15''$ E 1230.83 feet along the centerline of West Streetsboro Road and the southerly line of Lot 21, Tract 1 to the centerline of Faith Lane (a 50' Private Drive);

Thence N $1^{\circ} 08' 45''$ W 11.62 feet along the centerline of Faith Lane to a P.C. of a curve to the right;

Thence Northeasterly 18.45 feet along the centerline of Faith Lane and a curve to the right to a point on the northerly right of way line of West Streetsboro Road and the true place of beginning for the parcel herein described, said curve to the right is further described as follows:

Central Angle = $9^{\circ} 11' 39''$

Radius = 115.0015 feet

Length = 18.4542 feet

Tangent = 9.2470 feet

Chord = 18.4344 feet

Chord Bearing = N $3^{\circ} 27' 05''$ E

Thence S $88^{\circ} 51' 15''$ W 25.27 feet along the northerly right of way line of West Streetsboro Road to the southwesterly corner of Faith Lane;

Thence Northeasterly 57.48 feet along the westerly right of way of Faith Lane and a curve to the right to the P.R.C. thereof, said curve to the right is further described as follows:

Central Angle = $23^{\circ} 31' 34''$
Radius = 140.0015 feet
Length = 57.4859 feet
Tangent = 29.1537 feet
Chord = 57.0829 feet
Chord Bearing = N $18^{\circ} 09' 33''$ E

Thence Northeasterly 137.18 feet along the westerly right of way of Faith Lane and a curve to the left to the P.R.C. thereof, said curve to the left is further described as follows:

Central Angle = $34^{\circ} 56' 02''$
Radius = 224.9987 feet
Length = 137.1845 feet
Tangent = 70.7993 feet
Chord = 135.0694 feet
Chord Bearing = N $12^{\circ} 27' 19''$ E

Thence Northeasterly 109.22 feet along the westerly right of way of Faith Lane and a curve to the right to the P.R.C. thereof, said curve to the right is further described as follows:

Central Angle = $29^{\circ} 38' 36''$
Radius = 211.0984 feet
Length = 109.2172 feet
Tangent = 55.8602 feet
Chord = 108.0031 feet
Chord Bearing = N $9^{\circ} 48' 36''$ E

Thence Northeasterly 157.75 feet along the westerly right of way of Faith Lane and a curve to the left to the P.T. thereof, said curve to the left is further described as follows:

Central Angle = $32^{\circ} 50' 58''$
Radius = 275.1411 feet
Length = 157.7466 feet
Tangent = 81.1073 feet
Chord = 155.5949 feet
Chord Bearing = N $8^{\circ} 12' 25''$ E

Thence N $8^{\circ} 13' 04''$ W 14.06 feet along the westerly right of way of Faith Lane to the P.C. of a curve to the right;

Thence Northeasterly 125.19 feet along the westerly right of way of Faith Lane and a curve to the right to a point on the northerly right of way line, said curve to the right is further described as follows:

Central Angle = $103^{\circ} 57' 13''$
Radius = 69.0000 feet
Length = 125.1890 feet
Tangent = 88.2423 feet
Chord = 108.7111 feet
Chord Bearing = N $43^{\circ} 45' 32''$ E

Thence N $8^{\circ} 52' 47''$ E 15.25 feet along the northerly right of way line of Faith Lane to a point;

Thence S $81^{\circ} 07' 13''$ E 25.00 feet along the northerly right of way line of Faith Lane to a point;

Thence S $8^{\circ} 52' 47''$ W 18.49 feet along the northerly right of way line of Faith Lane to a point on the easterly right of way line;

Thence Southeasterly 75.06 feet along the easterly right of way of Faith Lane and a curve to the right to the P.T. thereof, said curve to the right is further described as follows:

Central Angle = $62^{\circ} 19' 54''$
Radius = 69.0000 feet
Length = 75.0648 feet
Tangent = 41.7318 feet
Chord = 71.4175 feet
Chord Bearing = S $32^{\circ} 02' 50''$ E

Thence S $0^{\circ} 52' 59''$ E 37.88 feet along the easterly right of way line of Faith Lane to the P.C. of a curve to the right;

Thence Southwesterly 155.67 feet along the easterly right of way of Faith Lane and a curve to the right to the P.R.C. thereof, said curve to the right is further described as follows:

Central Angle = $64^{\circ} 56' 27''$
Radius = 137.3466 feet
Length = 155.6729 feet
Tangent = 87.3998 feet
Chord = 147.4729 feet
Chord Bearing = S $31^{\circ} 35' 20''$ W

Thence Southwesterly 51.61 feet along the easterly right of way of Faith Lane and a curve to the left to the P.C.C. thereof, said curve to the left is further described as follows:

Central Angle = $39^{\circ} 25' 40''$
Radius = 75.0000 feet
Length = 51.6107 feet
Tangent = 26.8743 feet
Chord = 50.5985 feet
Chord Bearing = S $44^{\circ} 20' 43''$ W

Thence Southwesterly 83.35 feet along the easterly right of way of Faith Lane and a curve to the left to the P.R.C. thereof, said curve to the left is further described as follows:

Central Angle = $29^{\circ} 38' 36''$
Radius = 161.0984 feet
Length = 83.3484 feet
Tangent = 42.6294 feet
Chord = 82.4219 feet
Chord Bearing = S $9^{\circ} 48' 36''$ W

Thence Southwesterly 167.67 feet along the easterly right of way of Faith Lane and a curve to the right to the P.R.C. thereof, said curve to the right is further described as follows:

Central Angle = $34^{\circ} 56' 02''$
Radius = 274.9987 feet
Length = 167.6701 feet
Tangent = 86.5325 feet
Chord = 165.0850 feet
Chord Bearing = S $12^{\circ} 27' 19''$ W

Thence Southwesterly 30.30 feet along the easterly right of way of Faith Lane and a curve to the left to a point on the northerly right of way line of West Streetsboro Road, said curve to the left is further described as follows:

Central Angle = $19^{\circ} 17' 15''$
Radius = 90.0015 feet
Length = 30.2970 feet
Tangent = 15.2932 feet
Chord = 30.1542 feet
Chord Bearing = S $20^{\circ} 16' 43''$ W

Thence S $88^{\circ} 51' 15''$ W 25.42 feet along the northerly right of way line to the true place of beginning and containing 1.0047 acres of land as surveyed in April, 2001 by David L. Jensen, Registered Surveyor No. 7273.

The basis for bearings is the Ohio State Plane Coordinate System, North Zone.

