

A RESOLUTION ACCEPTING THE STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER LINE FROM THE SEABREEZE NORTH CORPORATION AND DECLARING AN EMERGENCY

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

SECTION 1. That the Village does hereby accept a Standard Easement for the Installation and Maintenance of a Water Line from the Seabreeze North Corporation, 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 to allow installation of water lines at the earliest possible times; 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: January 4, 2000

Michael Peters
President of Council

Donald W. Larsen
Mayor

Dated: 1/7/2000

ATTEST:
Carole Gibson
Clerk of Council

EXHIBIT "A"

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

We SEA BREEZE NORTH CORP., 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 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, State of Ohio, known as being parts of Lot Numbers 2 and 7, Tract number 3, formerly in Richfield Township and more fully described as follows:

Beginning at the northeast corner of said Lot number 7 and in the centerline of Cleveland-Massillon Road (also known as Brecksville Road 83 feet wide – see Road Record book 7, page 540 – C on file in the County Engineers Office);

Thence along the east line of said Lot number 7 and in the old center of said road, South $0^{\circ} 30'$ East 72.74 feet to the True Point of Beginning;

Thence continuing along the road centerline, South $0^{\circ} 30'$ East 50.00 feet to a point;

Thence South $89^{\circ} 15' 20''$ West 250.00 feet to a point;

Thence North $0^{\circ} 30'$ West 50.00 feet to a point;

Thence North $89^{\circ} 15' 20''$ East 250.00 feet to the True Point of Beginning, containing 0.2870 acres, but subject to all highways, easements and covenants of legal record. Description prepared December 1999, by Robert L. Wellert, Registered surveyor number 6369 from General Warranty Dee recorded in volume 5620 page 706 as surveyed in December 1974 by D.T. Kingsley, Registered Surveyor number 67.

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 centerline 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 hold 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, witch tracks, tunnels, sewers, ducts, pipes or poles line within 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 RICHFIELD
OH. this 7TH day of DECEMBER, 1999.

Signed in the presence of:

William J. O'Neil
William J. O'Neil
(print or type name)

Teresa M. Morgan
Teresa M. Morgan
(print or type name)

GRANTOR:

By Emil Pawuk

This Instrument Prepared BY:

Weller Corporation

STATE OF OHIO

COUNTY OF CUYAHOGA

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) SS:
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Before me, a Notary Public in and for said County and State, personally appeared the above-named EMIL PAWUK, 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 Richfield OHIO, this 7th day of December, 1999.

Nelson Hejduk
NOTARY
Nelson Hejduk, Notary
State of Ohio
My Commission Expires 5-19-04

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

Director of Law

(City, Village, Township)

(Date)

Accepted by the Council of _____ by
(Resolution/Ordinance) No. _____

Passed _____, 19_____.

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 _____, 19_____, 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: _____