

RESOLUTION NO.: 97-2007
INTRODUCED BY: O'Toole

**A RESOLUTION ACCEPTING A STANDARD EASEMENT FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN AT
HIGHLAND RIDGE SUBDIVISION, PHASE I**

WHEREAS, a standard easement for the installation and maintenance of a water main for the purposes of supplying water service to the recently approved Highland Ridge Subdivision, Phase I, is required to be granted by the property owner in order for the City of Cleveland to provide water service to the development; and

WHEREAS, the City of Richmond Heights is also a beneficiary of said easement;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: This Council accepts a standard easement for the installation and maintenance of a water main for the purpose of supplying water service granted by DMD Richmond LLC to the City of Cleveland and to this City in a form as set forth in Exhibit 1 attached hereto and incorporated herein.

Section 2: 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 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 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

Daniel J. Ursu, Mayor

APPROVED: _____

ATTEST: _____

Betsy Traben
Clerk of Council

David H. Roche
President of Council

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

We, DMD Richmond L.L.C., the Grantor herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the City of Richmond Heights, 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 of Richmond Heights, County of Cuyahoga, State of Ohio, known as being part of Parcel A in the Plat of Survey, Partition and Consolidation for DiSanto Enterprises, Inc./GE Quartz, Inc. of part of Original Euclid Township, Lot No. 26, Tract No. 11 as shown by the recorded plat in Volume 342 of Maps, Page 50 of Cuyahoga County Records and is further bounded and described as follows:

"A copy of the legal description are attached hereto as Exhibits 'A' & 'B' and made a part hereof as if fully written herein."

Grantor and Grantee 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 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 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, City of Richmond Heights, 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, the City of Richmond Heights.

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 Ohio Department Of Transportation 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, the City of Richmond Heights.

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 Parma Heights, OH this 23rd day of AUGUST, 2007.

Signed in the Presence of:

GRANTOR:

Anna M. Solak

Anna M. Solak
[print or type name]

Aaron R. Kohman

AARON R. KOHMAN
[print or type name]

DMD Richmond, LLC

Daniel J. Neff
Daniel J. Neff, Vice President

This Instrument Prepared By:

Neff & Associates, Inc.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Daniel J. Neff, V.P., 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 corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Parma Heights, this 23rd day of August, 2007.



Elayne M. O'Connor
Notary

ELAYNE M. O'CONNOR
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires June 23, 2012

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

Director of Law

City of Richmond Heights

(Date)

Accepted by the Council of _____ by

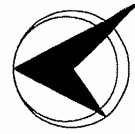
(Resolution/Ordinance) No. _____

Passed _____, _____.

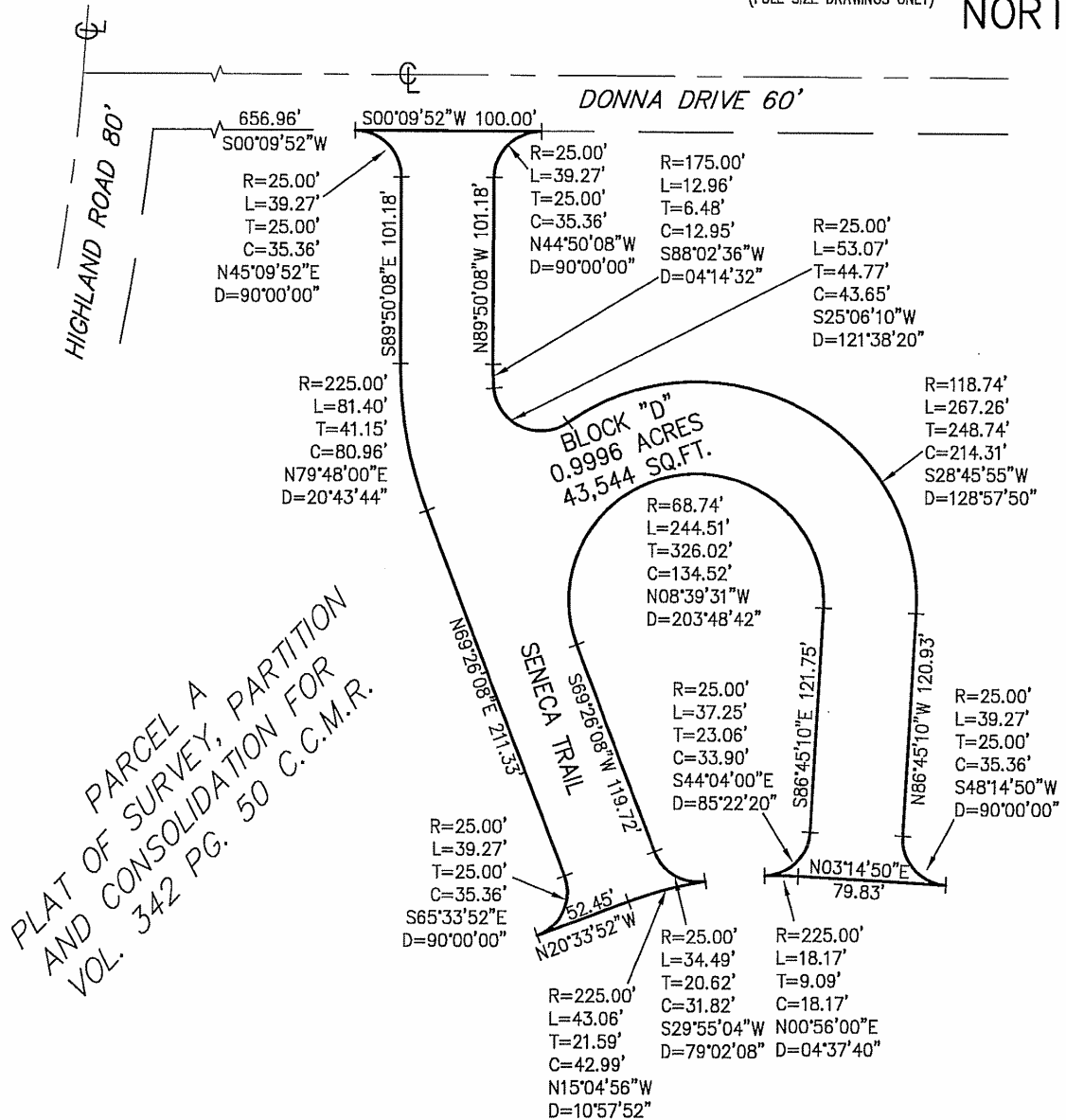
Clerk or Assistant

(Date)

GRAPHIC SCALE
 0 40 80
 1 INCH = 80 FT.
 (FULL SIZE DRAWINGS ONLY)



NORTH



PLAT OF PARCEL A
 AND CONSOLIDATION FOR
 VOL. 342 PG. 50 C.C.M.R.

CITY OF RICHMOND HEIGHTS
 12309D

EXHIBIT "A"

HIGHLND RIDGE - PHASE 1

NEFF & ASSOCIATES
 A PROFESSIONAL CORPORATION
 ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS
 SURVEYORS
 8405 York Road, Parma Heights, Ohio 44130
 (440) 884-3100 FAX: (440) 884-8443



Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description
Block "D"
June 6, 2007
File No. 12309D-LD001
Page 1 of 3

Situated in the City of Richmond Heights, County of Cuyahoga, State of Ohio and known as being part of Parcel A in the Plat of Survey, Partition and Consolidation for DiSanto Enterprises, Inc./GE Quartz, Inc. of part of Original Euclid Township, Lot No. 26, Tract No. 11 as shown by the recorded plat in Volume 342 of Maps, Page 50 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at the intersection of the Westerly right of way line of Donna Drive (60 feet wide) with the Southerly right of way line of Highland Road (80 feet wide). Said corner being the Northeasterly corner of said Parcel A. Thence South $00^{\circ}-09'-52''$ West, along said Westerly right of way line of Donna Drive, a distance of 656.96 feet to the principal place of beginning of the land herein described;

- Course 1 Thence South $00^{\circ}-09'-52''$ West, continuing along said Westerly right of way line of Donna Drive, a distance of 100.00 feet to a point of curvature;
- Course 2 Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 39.27 feet to the point of tangency. Said arc having a radius of 25.00 feet, a central angle of $90^{\circ}-00'-00''$ and a chord which bears North $44^{\circ}-50'-08''$ West, a distance of 35.36 feet;
- Course 3 Thence North $89^{\circ}-50'-08''$ West, a distance of 101.18 feet to a point of curvature;
- Course 4 Thence Southwesterly, along the arc of a curve deflecting to the left, a distance of 12.96 feet to a point of compound curvature. Said arc having a radius of 175.00 feet, a central angle of $04^{\circ}-14'-32''$ and a chord which bears South $88^{\circ}-02'-36''$ West, a distance of 12.95 feet;
- Course 5 Thence Southwesterly, along the arc of a curve deflecting to the left, a distance of 53.07 feet to a point of reverse curvature. Said arc having a radius of 25.00 feet, a central angle of $121^{\circ}-38'-20''$ and a chord which bears South $25^{\circ}-06'-10''$ West, a distance of 43.65 feet;
- Course 6 Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 267.26 feet to the point of tangency. Said arc having a radius of 118.74 feet, a central angle of $128^{\circ}-57'-50''$ and a chord which bears South $28^{\circ}-45'-55''$ West, a distance of 214.31 feet;

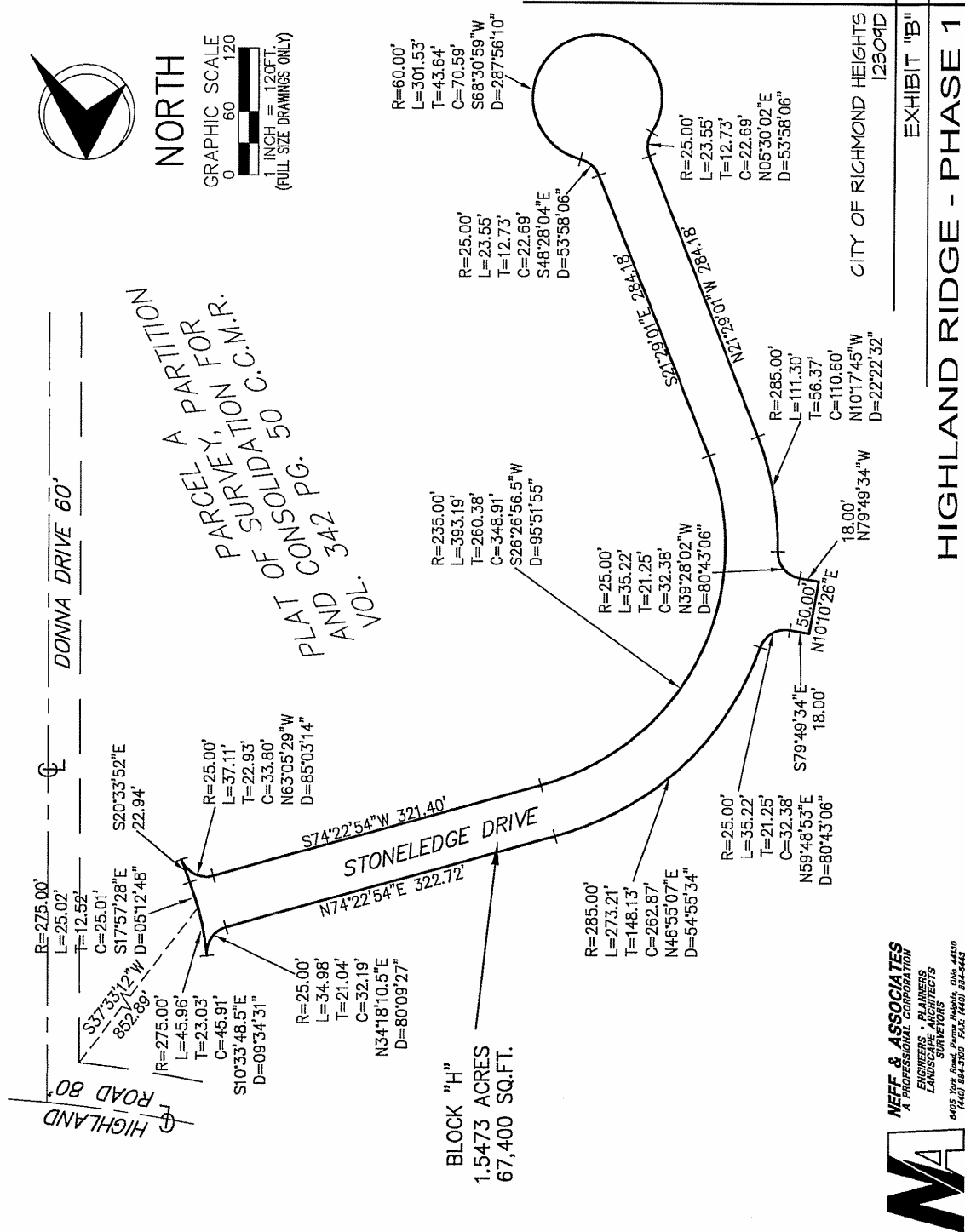
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- Course 7 Thence North $86^{\circ}-45'-10''$ West, a distance of 120.93 feet to a point of curvature;
- Course 8 Thence Southwesterly, along the arc of a curve deflecting to the left, a distance of 39.27 feet to the point of tangency. Said arc having a radius of 25.00 feet, a central angle of $90^{\circ}-00'-00''$ and a chord which bears South $48^{\circ}-14'-50''$ West, a distance of 35.36 feet;
- Course 9 Thence North $03^{\circ}-14'-50''$ East, a distance of 79.83 feet to a point of curvature;
- Course 10 Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 18.17 feet to the point of reverse curvature. Said arc having a radius of 225.00 feet, a central angle of $04^{\circ}-37'-40''$ and a chord which bears North $00^{\circ}-56'-00''$ East, a distance of 18.17 feet;
- Course 11 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 37.25 feet to the point of tangency. Said arc having a radius of 25.00 feet, a central angle of $85^{\circ}-22'-20''$ and a chord which bears South $44^{\circ}-04'-00''$ East, a distance of 33.90 feet;
- Course 12 Thence South $86^{\circ}-45'-10''$ East, a distance of 121.75 feet to a point of curvature;
- Course 13 Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 244.51 feet to the point of tangency. Said arc having a radius of 68.74 feet, a central angle of $203^{\circ}-48'-42''$ and a chord which bears North $08^{\circ}-39'-31''$ West, a distance of 134.52 feet;
- Course 14 Thence South $69^{\circ}-26'-08''$ West, a distance of 119.72 feet to a point of curvature;
- Course 15 Thence Southwesterly, along the arc of a curve deflecting to the left, a distance of 34.49 feet to the point of reverse curvature. Said arc having a radius of 25.00 feet, a central angle of $79^{\circ}-02'-08''$ and a chord which bears South $29^{\circ}-55'-04''$ West, a distance of 31.82 feet;
- Course 16 Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 43.06 feet to the point of tangency. Said arc having a radius of 225.00 feet, a central angle of $10^{\circ}-57'-52''$ and a chord which bears North $15^{\circ}-04'-56''$ West, a distance of 42.99 feet;
- Course 17 Thence North $20^{\circ}-33'-52''$ West, a distance of 52.45 feet to a point of curvature;

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- Course 18 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 39.27 feet to the point of tangency. Said arc having a radius of 25.00 feet, a central angle of $90^{\circ}-00'-00''$ and a chord which bears South $65^{\circ}-33'-52''$ East, a distance of 35.36 feet;
- Course 19 Thence North $69^{\circ}-26'-08''$ East, a distance of 211.33 feet to a point of curvature;
- Course 20 Thence Northeasterly, along the arc of a curve deflecting to the right, a distance of 81.40 feet to the point of tangency. Said arc having a radius of 225.00 feet, a central angle of $20^{\circ}-43'-44''$ and a chord which bears North $79^{\circ}-48'-00''$ East, a distance of 80.96 feet;
- Course 21 Thence South $89^{\circ}-50'-08''$ East, a distance of 101.18 feet to a point of curvature;
- Course 22 Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 39.27 feet to the principal place of beginning. Said arc having a radius of 25.00 feet, a central angle of $90^{\circ}-00'-00''$ and a chord which bears North $45^{\circ}-09'-52''$ East, a distance of 35.36 feet. Said parcel of land contains 0.9996 Acres (43,544 Square Feet) of land.

Be the same, more or less, but subject to all legal highways.



NA
NEFF & ASSOCIATES
A PROFESSIONAL CORPORATION
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS
SURVEYORS
6405 York Road, Parma Heights, Ohio 44130
(440) 884-3700 FAX: (440) 884-4443



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description
Block "H"
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File No. 12309D-LD002
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Situated in the City of Richmond Heights, County of Cuyahoga, State of Ohio and known as being part of Parcel A in the Plat of Survey, Partition and Consolidation for DiSanto Enterprises, Inc./GE Quartz, Inc. of part of Original Euclid Township, Lot Nos. 25 and 26, Tract No. 11 as shown by the recorded plat in Volume 342 of Maps, Page 50 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at the intersection of the Westerly right of way line of Donna Drive (60 feet wide) with the Southerly right of way line of Highland Road (80 feet wide). Said corner being the Northeasterly corner of said Parcel A. Thence South $37^{\circ}-33'-12''$ West, a distance of 852.89 feet to the principal place of beginning of the land herein described;

- Course 1 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 25.02 feet to the point of tangency. Said arc having a radius of 275.00 feet, a central angle of $05^{\circ}-12'-48''$ and a chord which bears South $17^{\circ}-57'-28''$ East, a distance of 25.01 feet;
- Course 2 Thence South $20^{\circ}-33'-52''$ East, a distance of 22.94 feet to a point of curvature;
- Course 3 Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 37.11 feet to the point of tangency. Said arc having a radius of 25.00 feet, a central angle of $85^{\circ}-03'-14''$ and a chord which bears North $63^{\circ}-05'-29''$ West, a distance of 33.80 feet;
- Course 4 Thence South $74^{\circ}-22'-54''$ West, a distance of 321.40 feet to a point of curvature;
- Course 5 Thence Southwesterly, along the arc of a curve deflecting to the left, a distance of 393.19 feet to the point of tangency. Said arc having a radius of 235.00 feet, a central angle of $95^{\circ}-51'-55''$ and a chord which bears South $26^{\circ}-26'-56.5''$ West, a distance of 348.91 feet;
- Course 6 Thence South $21^{\circ}-29'-01''$ East, a distance of 284.18 feet to a point of curvature;

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- Course 7 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 23.55 feet to a point of reverse curvature. Said arc having a radius of 25.00 feet, a central angle of $53^{\circ}-58'-06''$ and a chord which bears South $48^{\circ}-28'-04''$ East, a distance of 22.69 feet;
- Course 8 Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 301.53 feet to a point of reverse curvature. Said arc having a radius of 60.00 feet, a central angle of $287^{\circ}-56'-10''$ and a chord which bears South $68^{\circ}-30'-59''$ West, a distance of 70.59 feet;
- Course 9 Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 23.55 feet to the point of tangency. Said arc having a radius of 25.00 feet, a central angle of $53^{\circ}-58'-06''$ and a chord which bears North $05^{\circ}-30'-02''$ East, a distance of 22.69 feet;
- Course 10 Thence North $21^{\circ}-29'-01''$ West, a distance of 284.18 feet to a point of curvature;
- Course 11 Thence Northwesterly, along the arc of a curve deflecting to the right, a distance of 111.30 feet to a point of reverse curvature. Said arc having a radius of 285.00 feet, a central angle of $22^{\circ}-22'-32''$ and a chord which bears North $10^{\circ}-17'-45''$ West, a distance of 110.60 feet;
- Course 12 Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 35.22 feet to the point of tangency. Said arc having a radius of 25.00 feet, a central angle of $80^{\circ}-43'-06''$ and a chord which bears North $39^{\circ}-28'-02''$ West, a distance of 32.38 feet;
- Course 13 Thence North $79^{\circ}-49'-34''$ West, a distance of 18.00 feet;
- Course 14 Thence North $10^{\circ}-10'-26''$ East, a distance of 50.00 feet;
- Course 15 Thence South $79^{\circ}-49'-34''$ East, a distance of 18.00 feet to a point of curvature;
- Course 16 Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 35.22 feet to a point of reverse curvature. Said arc having a radius of 25.00 feet, a central angle of $80^{\circ}-43'-06''$ and a chord which bears North $59^{\circ}-48'-53''$ East, a distance of 32.38 feet;

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- Course 17 Thence Northeasterly, along the arc of a curve deflecting to the right, a distance of 273.21 feet to the point of tangency. Said arc having a radius of 285.00 feet, a central angle of $54^{\circ}-55'-34''$ and a chord which bears North $46^{\circ}-55'-07''$ East, a distance of 262.87 feet;
- Course 18 Thence North $74^{\circ}-22'-54''$ East, a distance of 322.72 feet to a point of curvature;
- Course 19 Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 34.98 feet to a point of reverse curvature. Said arc having a radius of 25.00 feet, a central angle of $80^{\circ}-09'-27''$ and a chord which bears North $34^{\circ}-18'-10.5''$ East, a distance of 32.19 feet;
- Course 20 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 45.96 feet to the principal place of beginning. Said arc having a radius of 275.00 feet, a central angle of $09^{\circ}-34'-31''$ and a chord which bears South $10^{\circ}-33'-48.5''$ East, a distance of 45.91 feet. Said parcel of land contains 1.5473 Acres (67,400 Square Feet) of land.

Be the same, more or less, but subject to all legal highways.