

RESOLUTION NO. 26-2009

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A STORM WATER MANAGEMENT EASEMENT AGREEMENT AND A TERMINATION OF STORM WATER EASEMENT WITH KINROSS LAKES, INC., AN OHIO CORPORATION, SNAP-ON BUSINESS SOLUTIONS, INC., A DELAWARE CORPORATION, AND THE SUMMIT COUNTY PORT AUTHORITY

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 enter into a Storm Water Management Easement Agreement and a Termination of Storm Water Easement by and between Kinross Lakes, Inc., an Ohio corporation, Snap-On Business Solutions, Inc., a Delaware corporation, and the Summit County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

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

PASSED: 8/17/10

John Cottrell
President of Council

Michael DePena
Mayor

Dated: 8/17/10

ATTEST:

Cawley E. Sullivan
Clerk of Council

STORM-WATER MANAGEMENT EASEMENT AGREEMENT,

TERMINATION OF STORM-WATER EASEMENT

AND

PLATTED STORM-WATER MANAGEMENT EASEMENT

AND

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS

EASEMENTS AND RESTRICTIONS OF KINROSS LAKES

This STORM-WATER MANAGEMENT EASEMENT AGREEMENT, TERMINATION OF STORM-WATER EASEMENT AND PLATTED STORM-WATER MANAGEMENT EASEMENT AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF KINROSS LAKES, is made as of October 29, 2008, by and between KINROSS LAKES, INC., an Ohio corporation ("**Kinross Lakes**"), SNAP-ON BUSINESS SOLUTIONS INC., a Delaware corporation ("**Snap-on**"), SUMMIT COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("**Port Authority**"), KINROSS LAKES ROAD ASSOCIATION, INC., an Ohio not-for-profit corporation ("**Association**"), and the VILLAGE OF RICHFIELD, OHIO, an Ohio municipal corporation ("**Village**").

RECITALS:

A. Kinross Lakes is the owner in fee simple of that certain parcel of real estate situated in the Village of Richfield, County of Summit, State of Ohio, and more particularly described in Exhibit A attached hereto (the "**Kinross Lakes Parcel**").

H. Section S(1) of Article I of the Declaration provides that the Association “shall have the right, but not the obligation, to (i) limit such easements to specific areas and purposes and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (ii) record a plat or other document or documents setting forth the specific areas subjected to such easements.... The Association may exercise any of such rights without the necessity of obtaining the consent or approval of owners and other persons for whose benefit the easement rights are granted or reserved, unless the taking of such action creates a disadvantage to one or more owners, or persons for whose benefit the easement rights are granted or reserved.”

I. Kinross Lakes, Snap-on, the Port Authority and the Association have determined that the taking of the within actions do not create a disadvantage to one or more owners or persons for whose benefit the easement rights are granted or reserved in the Declaration.

J. Kinross Lakes, Snap-on and the Port Authority hereby enter into this Agreement with the Association and the Village to (i) terminate and remove from the operation of the 1995 Stormwater Management Easement portions of the original Storm-Water Management Easement area established by the Declaration and the Plat, (ii) grant the new Storm-Water Management Easements, and (iii) amend the Declaration.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Storm-Water Management Easement from Kinross Lakes. Kinross Lakes hereby grants, releases, and conveys to the Port Authority, the Association, and the Village, their successors, and assigns, as grantees, the following perpetual rights-of-way, easements, and rights (altogether, the “**Kinross Easement**”), which Storm-Water Easement shall run onto, over, under, across, and through that portion of the Kinross Lakes Parcel described and depicted in Exhibit D (the “**Kinross Easement Area**”): (i) to construct, reconstruct, use, maintain, operate, repair, and replace upon the Kinross Easement Area certain surface storm-water drainage improvements (including, without limitation, a suitable system of ditches, pipes, culverts, spillways, retention facilities, and other improvements); (ii) to construct, reconstruct, use, maintain, operate, repair, and replace upon the Kinross Easement Area such appurtenances to such surface water drainage system as the Port Authority, the Association and the Village may deem reasonably necessary or desirable; (iii) to drain and store surface waters to and upon the Kinross Easement Area; and (iv) to access the Kinross Easement Area (including for purposes of having ingress and egress to (and from) such Kinross Easement Area from (and to) the Port Property for all purposes permitted hereunder.

2. Storm-Water Management Easement from the Port Authority and Snap-on. The Port Authority and Snap-on hereby grant, release, and convey to Kinross Lakes, the Association, and the Village, their successors, and assigns, as grantees, the following perpetual rights-of-way, easements, and rights (altogether, the “**Snap-on Easement**”), which Storm-Water Easement shall run onto, over, under, across, and through that portion of the Port Property

its successors and assigns shall have no obligation to pay for the costs or be responsible for constructing, maintaining, operating, repairing, replacing and correcting the retention basins and stormwater management control facilities and improvements described in Sections 1 and 2 above. In the event that Kinross Lakes, the Port Authority, Snap-on, or their successors or assigns fail to:

(a) Perform the responsibilities outlined in this Agreement or the Kinross Lakes, Port and Snap-on Easement Agreements after 30 days written notice from the Village; or

(b) After 30 days written notice from the Village, or without notice in the event of an emergency as reasonably determined by the Village, correct any deficiency in the maintenance or operation of the retention basins and stormwater management control facilities, the Village, its employees, contractors and other agents and representatives, may enter upon the Easement Area, the Kinross Parcel and the Port Property to make repairs or corrections and perform maintenance. The reasonable costs of construction, repairs, replacements, corrections and maintenance made and done by the Village shall be assessed against Kinross Lakes, the Port Authority, and Snap-on. Entry upon any of the areas shown on the Plat shall not be deemed a trespass.

6. Indemnification. Kinross and Snap-on hereby indemnify and agree to defend and save harmless the Village from and against any and all claims, demands, actions, suits, losses, judgments, damages, expenses (including, without limitation, attorneys' fees) and liabilities arising from personal injury, death or property damage, arising or occurring on or after the effective date of this Agreement as a result of or in any way connected with the exercise of the rights of easement granted herein, and/or a breach of their representations, warranties and covenants in this Agreement.

7. Termination of Portion of 1995 Storm-Water Management Easement/Amendment to Declaration. The portion of the 1995 Storm-Water Management Easement area limited to the area indicated in Exhibit C attached hereto, is hereby terminated and removed from the operation of the 1995 Stormwater Management Easement. Except as amended hereby, all of the terms, conditions, covenants, restrictions and easements contained in the Declaration and the Plat shall remain unmodified and in full force and effect.

8. Default. In the event of any default by Kinross Lakes, the Port Authority or Snap-on in the performance or observance of any term, condition or covenant of this Agreement, which default is not cured within thirty (30) days after the giving of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right itself to cause or achieve such observance, the documented out-of-pocket cost of which effort by Kinross Lakes and/or Snap-on shall be and become a lien against the Property, according to the provisions of governing law.

To the Association: Kinross Lakes Road Association, Inc.
c/o James M. Biggar
4199 Kinross Lakes Parkway, Suite 250
Richfield, Ohio 44286

and Woods King III
Buckley King, LPA
600 Superior Avenue East
1400 Fifth Third Bank Building
Cleveland, Ohio 44114

To the Village: Village of Richfield, Ohio
4410 W. Streetsboro Road
P.O. Box 387
Richfield, Ohio 44286
Attention: Mayor Michael K. Lyons

and: Charles T. Riehl, Esq.
Walter & Haverfield, LLP
The Tower at Erieview
1301 E. Ninth Street
Suite 3500
Cleveland, Ohio 44114-1821

or addressed to such other address as the Party may specify to the other Parties by notice in writing similarly given. Any notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; (ii) certified mail, return receipt requested, in which event it shall be deemed given on the date postmarked; or (iii) next day delivery by a nationally recognized overnight courier, in which event, it shall be deemed given on the day of receipt by the courier.

11. Amendments to Agreement. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the owners in fee simple of the Easement Area and the Village.

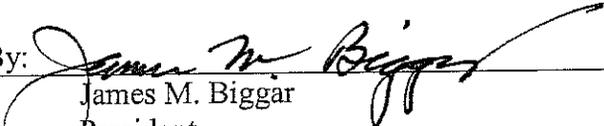
12. Covenants Running with the Land. The easements hereby granted, and the agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land.

13. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect

The undersigned have caused this Agreement to be duly executed as of the date first set forth above and on the dates respectively set forth below.

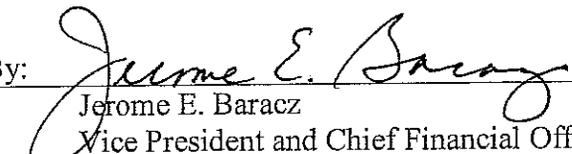
KINROSS LAKES, INC., an Ohio corporation

Date: June 23, 2010

By: 
James M. Biggar
President

SNAP-ON BUSINESS SOLUTIONS INC.,
a Delaware corporation

Date: July 22, 2010

By: 
Jerome E. Baracz
Vice President and Chief Financial Officer

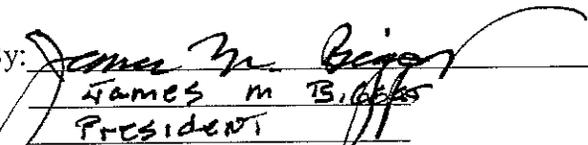
SUMMIT COUNTY PORT AUTHORITY, a
port authority and political subdivision and body
corporate and politic duly organized and validly
existing under the laws of the State of Ohio

Date: 7-23-10, 2010

By: 
CHRISTOPHER J. BULMAN
President

KINROSS LAKES ROAD ASSOCIATION,
INC., an Ohio not-for-profit corporation

Date: June 23, 2010

By: 
JAMES M. BIGGAR
PRESIDENT

STATE OF OHIO)
COUNTY OF Summit)

SS:

The foregoing instrument was acknowledged before me this 23 day of June, 2010, by James M. Biggar, President of Kinross Lakes, Inc., an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

WOODS KING, III, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

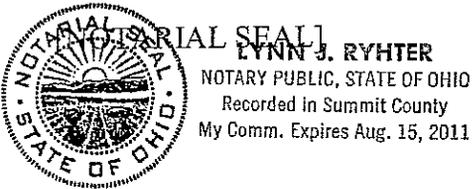
STATE OF Ohio)
COUNTY OF Summit)

SS:

The foregoing instrument was acknowledged before me this 20 day of July, 2010, by Jerome E. Baracz, Vice President and Chief Financial Officer of Snap-on Business Solutions Inc., a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: 8/15/11



STATE OF OHIO)
)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Michael K. Lyons, the Mayor of the Village of Richfield, on behalf of the Village of Richfield, Ohio, a municipal corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

STATE OF OHIO)
)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Eleanor Lukovics, the Finance Director of the Village of Richfield, on behalf of the Village of Richfield, Ohio, a municipal corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

This Instrument Prepared By:

Buckley King
1400 Fifth Third Center
600 Superior Avenue East
Cleveland, Ohio 44114
(216) 363-1400

781740v2

Thence following an arc of a curve to the left, continuing along the northerly line of said McDonald's Corporation land, having a radius of 25.00 feet, a central angle of 56 degrees 53 minutes 31 seconds, a tangent distance of 13.54 feet, a chord distance of 23.82 feet which bears South 89 degrees 40 minutes 48 seconds West, a distance of 24.82 feet to a capped iron pin found at a point of compound curve;

Thence following an arc of a curve to the left, continuing along the northerly line of said McDonald's Corporation land, having a radius of 270.00 feet, a central angle of 60 degrees 09 minutes 42 seconds, a tangent distance of 156.39 feet, a chord distance of 270.66 feet which bears South 31 degrees 09 minutes 11 seconds West, a distance of 283.51 feet to a capped iron pin to be set;

Thence South 1 degree 04 minutes 20 seconds West, along the westerly line of said McDonald's Corporation land, a distance of 159.00 feet to a capped iron pin found at a point of curve;

Thence following an arc of a curve to the left, continuing along the westerly line of said McDonald's Corporation land, having a radius of 30.00 feet, a central angle of 89 degrees 52 minutes 17 seconds, a tangent distance of 29.93 feet, a chord distance of 42.38 feet which bears South 43 degrees 51 minutes 48 seconds East, a distance of 47.06 feet to a capped iron pin found on the northerly right of way line of Wheatley Road (variable width)(S.R. 176);

Thence North 88 degrees 31 minutes 00 seconds West, along the northerly right of way line of said Wheatley Road, a distance of 120.30 feet to a capped iron pin to be set at a point of curve;

Thence following an arc of a curve to the right, continuing along the northerly right of way line of said Wheatley Road, having a radius of 12207.67 feet, a central angle of 1 degree 48 minutes 00 seconds, a tangent distance of 191.78 feet, a chord distance of 383.51 feet which bears North 87 degrees 20 minutes 04 seconds West, a distance of 383.51 feet to a capped iron pin found at a point of tangency;

Thence North 86 degrees 26 minutes 05 seconds West, continuing along the northerly right of way line of said Wheatley Road, a distance of 89.91 feet to a capped iron pin found at a point of curve. Said point is also on the easterly right of way line of Kinross Lakes Parkway as recorded in said Kinross Lakes subdivision.

Thence following an arc of a curve to the right, along the easterly right of way line of said Kinross Lakes Parkway, having a radius of 35.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a tangent distance of 35.00 feet, a chord distance of 49.50 feet which bears North 41 degrees 26 minutes 05 seconds West, a distance of 54.98 feet to a capped iron pin found;

Thence North 3 degrees 33 minutes 55 seconds East, continuing along the easterly right of way line of said Kinross Lakes Parkway, a distance of 175.00 feet to a capped iron pin found;

Thence following an arc of a curve to the right, along the easterly line of said Interstate Drive, having a radius of 25.00 feet, a central angle of 75 degrees 27 minutes 00 seconds, a tangent distance of 19.34 feet, a chord distance of 30.59 feet which bears North 15 degrees 33 minutes 39 seconds West, a distance of 32.92 feet to a capped iron pin to be set at a point of tangency;

Thence North 22 degrees 09 minutes 50 seconds East, continuing along the easterly line of said Interstate Drive, a distance of 95.98 feet to a capped iron pin to be set;

Thence following an arc of a curve to the right, (not tangent to the previous course), continuing along the easterly line of said Interstate Drive, having a radius of 160.00 feet, a central angle of 48 degrees 50 minutes 52 seconds, a tangent distance of 72.66 feet, a chord distance of 132.32 feet which bears North 46 degrees 32 minutes 32 seconds East, a distance of 136.41 feet to a capped iron pin to be set;

Thence North 13 degrees 51 minutes 10 seconds West, a distance of 10.03 feet to a capped iron pin to be set;

Thence following an arc of a curve to the right having a radius of 170.00 feet, a central angle of 16 degrees 42 minutes 31 seconds, a tangent distance of 24.96 feet, a chord distance of 49.40 feet which bears North 79 degrees 37 minutes 32 seconds East, a distance of 49.58 feet to a capped iron pin to be set at a point of tangency;

Thence North 87 degrees 58 minutes 48 seconds East, a distance of 93.05 feet to a capped iron pin to be set at a point of curve;

Thence following an arc of a curve to the left having a radius of 230.00 feet, a central angle of 13 degrees 35 minutes 58 seconds, a tangent distance of 27.42 feet, a chord distance of 54.46 feet which bears North 81 degrees 10 minutes 49 seconds East, a distance of 54.59 feet to a capped iron pin to be set at a point of tangency;

Thence North 74 degrees 22 minutes 50 seconds East, a distance of 300.96 feet to a capped iron pin to be set;

Thence North 86 degrees 14 minutes 52 seconds East, a distance of 224.50 feet to the true point of beginning and containing 897,200 square feet or 20.5969 acres of land, more or less.

Said parcel is subject to all easements, restrictions and reservations of record.

This description is based on a survey made by Dennis W. Stoffer, Registered Surveyor No. 7604, in May, 1999.

All capped iron pins found or set listed in this description are ½ inch rebar with caps "Stoffer LS 7604" unless otherwise noted.

EXHIBIT B

KINROSS LAKES

PARCEL N

October 14, 2008

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Block B of the Kinross Lakes subdivision as recorded in Cabinet L, Slides 593 through 596 and more fully described as follows:

Beginning at a capped iron pin found at the northeasterly corner of said Block B. Said corner is on the southerly line of Interstate 271 and westerly line of Interstate 77;

Thence South 1 degree 05 minutes 24 seconds East, along the easterly line of said Block B and westerly line of said Interstate 77, a distance of 558.06 feet to a capped iron pin found;

Thence South 0 degrees 38 minutes 22 seconds East, continuing along the easterly line of said Block B and westerly line of said Interstate 77, a distance of 532.01 feet to a capped iron pin found;

Thence South 69 degrees 20 minutes 55 seconds West, a distance of 197.77 feet to a capped iron pin to be set and the true point of beginning for the parcel herein described;

Thence South 23 degrees 23 minutes 56 seconds West, a distance of 227.13 feet to a capped iron pin to be set;

Thence South 36 degrees 13 minutes 37 seconds West, a distance of 243.16 feet to a capped iron pin to be set;

Thence South 88 degree 14 minutes 33 seconds West, a distance of 118.53 feet to a capped iron pin to be set;

Thence South 47 degrees 35 minutes 20 seconds West, a distance of 386.29 feet to a capped iron pin to be set;

Thence North 39 degrees 17 minutes 05 seconds West, a distance of 302.50 feet to a capped iron pin to be set. Said point is also on the easterly right of way line of Kinross Lakes Parkway as recorded in said Kinross Lakes subdivision.

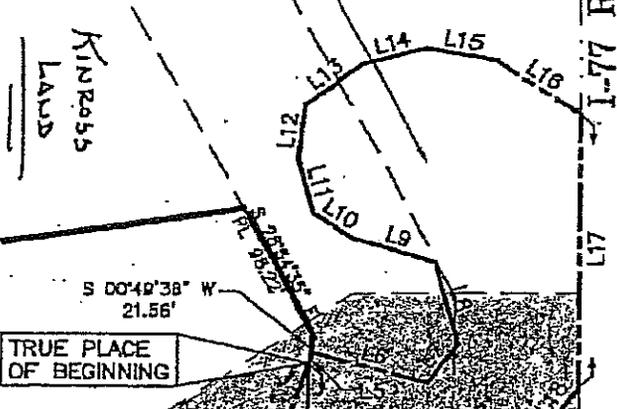
Thence North 50 degrees 42 minutes 55 seconds East, along the easterly right of way line of said Kinross Lakes Parkway, a distance of 245.30 feet to a capped iron pin found at a point of curve;

EXHIBIT "C"

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.40'	N 85°20'32" W
L2	217.00'	N 19°20'30" E
L3	121.79'	S 00°49'38" W
L4	104.69'	S 23°23'56" W
L5	7.88'	N 19°20'30" E
L6	82.03'	S 74°50'34" E
L7	35.15'	N 37°14'01" E
L8	60.37'	N 16°42'35" W
L9	59.80'	N 73°48'34" W
L10	32.42'	N 56°52'19" W
L11	40.39'	N 17°17'49" W
L12	37.30'	N 07°14'17" E
L13	49.47'	N 82°20'14" E
L14	46.34'	N 75°40'37" E
L15	47.21'	S 79°48'49" E
L16	67.56'	S 56°34'16" E
L17	184.36'	S 00°38'22" E
L18	29.66'	S 33°12'34" W
L19	32.17'	S 58°50'05" W
L20	134.58'	S 62°51'44" W
L21	58.91'	S 18°20'03" W
L22	20.27'	S 60°38'52" W
L23	15.36'	S 23°29'57" W
L24	26.26'	S 39°38'49" W
L25	3.98'	N 65°20'32" W

**STORM WATER
MANAGEMENT
EASEMENT "A"**
1.0705 AC.

BLOCK B-R
REC. #55579170
KINROSS LAKES, INC.
REC. #55240007



TRUE PLACE
OF BEGINNING

SITUATED IN THE CITY OF RICHFIELD
COUNTY OF SUMMIT
STATE OF OHIO
AND KNOWN AS BEING PART OF
ORIGINAL RICHFIELD TOWNSHIP LOT
NO. 3, ALSO KNOWN AS BEING PART
OF PARCEL B-R AND PART OF
PARCEL N OF THE SURVEY
RECORDED IN RECEPTION #55579170
OF THE SUMMIT COUNTY RECORDS

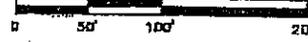
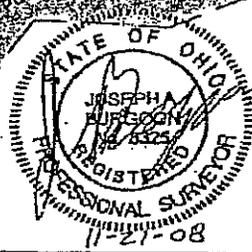
**STORM WATER
MANAGEMENT
EASEMENT "B"**
0.1341 AC.

PARCEL N
REC. #55579170
SUMMIT COUNTY
PORT AUTHORITY
REC. #55580936

EX. STORMWATER MANAGEMENT EASEMENT
(TO BE RELEASED)
CAB. "L", SLIDES 583-596

OHIO EDISON EASEMENT
D.V. 4705, P. 58

BLOCK B-R
REC. #55579170
KINROSS LAKES, INC.
REC. #55240007



SCALE: 1" = 100'

**STORM WATER MANAGEMENT
EASEMENT**

PREPARED BY:
GBC DESIGN, INC.

1828 W. Market St. Akron, OH 44326-3866
Phone 330-536-0128 Fax 330-536-0783

DATE: NOV., 2008
PROJECT No. 41093C

Storm Water Management Easement to be vacated.

Property L.

GBC DESIGN, INC.

3378 West Market Street Akron, OH 44333-3386
Phone 330-836-0228 Fax 330-836-5782
www.GBCdesign.com

Sy Cymerman, A.I.A.
Gary R. Rouse, P.E., P.S.
John E. Walsh, P.E., P.S.

November 3, 2008
Revised November 7, 2008

LEGAL DESCRIPTION Snap-On at Kinross Lakes Richfield, Ohio Drainage Easement "B" - 0.1341 Acres Exhibit 'A'

Situated in the City of Richfield, County of Summit, State of Ohio and known as being part of Original Richfield Township Lot No. 3, also known as being part of Parcel N of the survey recorded in Reception #55579170 of the Summit County records and now or formerly owned by the Summit County Port Authority as recorded in Reception #55580936 of the Summit County records and more fully described as follows:

Beginning at the northeasterly corner of Parcel N of said survey;

Thence S 28° 54' 35" E, along the easterly line of said Parcel N, a distance 98.22 feet to a point;

Thence S 00° 49' 36" W, continuing along an easterly line of said Parcel N, a distance 21.56 feet to a point, which is the True Place of Beginning for the easement herein described;

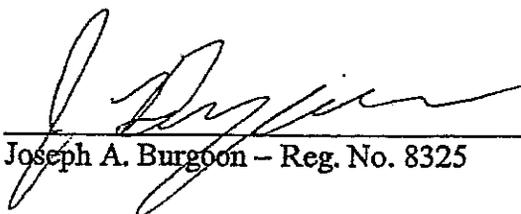
Thence continuing S 00° 49' 36" W, along an easterly line of said Parcel N, a distance of 121.79 feet to a point;

Thence S 23° 23' 56" W, continuing along an easterly line of said Parcel N, a distance of 104.69 feet to a point;

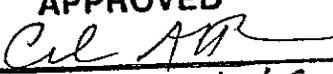
Thence N 65° 20' 32" W, along a line of new easement, a distance of 31.40 feet to a point;

Thence N 19° 20' 30" E, along a line of new easement, a distance of 217.00 feet to the True Place of Beginning and containing 0.1341 Acres of land, more or less, as determined in November, 2008 by Joseph A. Burgoon, Registered Surveyor No. 8325, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations, or easements of record.

*Basis of Bearing for this description is the survey recorded in Reception #55579170 of the Summit County records.


Joseph A. Burgoon - Reg. No. 8325



APPROVED
ARCADIS 
CHARLES HAUBER 1/07/09
VILLAGE OF RICHFIELD

APPROVED

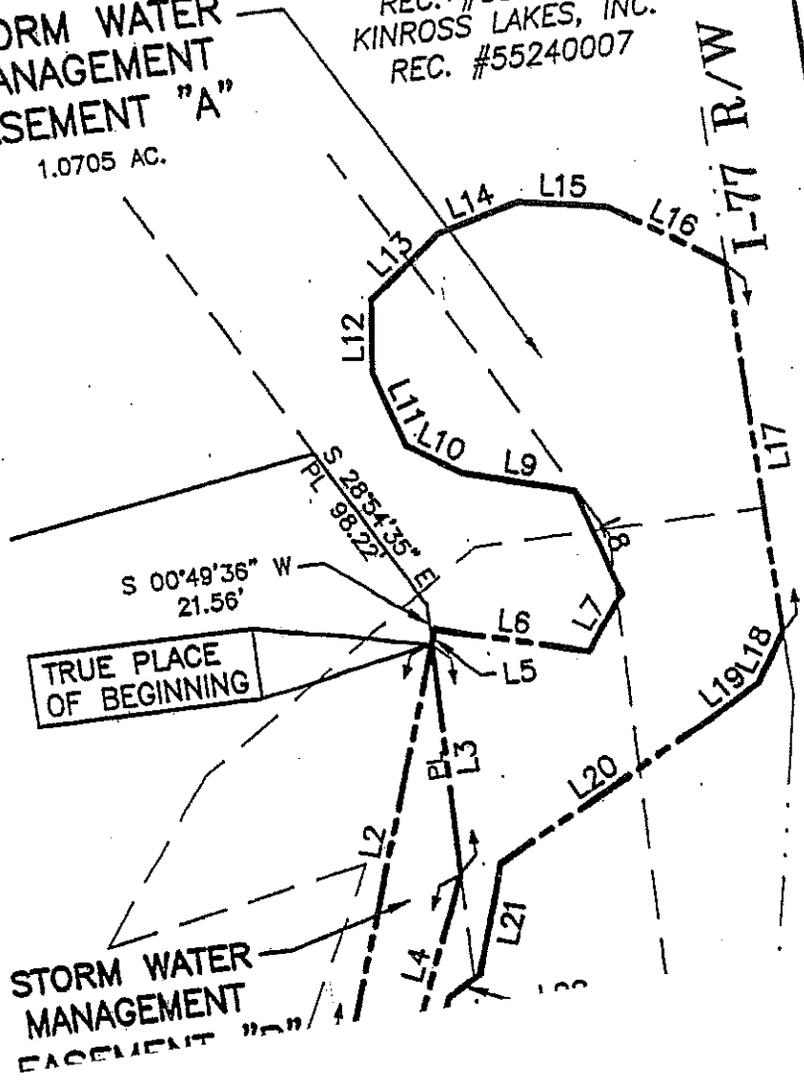
Roger Davis Swan, Zoning Inspector Date 4/10/09
Village of Richfield, Ohio

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.40'	N 65°20'32" W
L2	217.00'	N 19°20'30" E
L3	121.79'	S 00°49'36" W
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L6	82.03'	S 74°50'34" E
L7	35.15'	N 37°14'01" E
L8	60.37'	N 16°42'35" W
L9	59.80'	N 73°48'34" W
L10	32.42'	N 56°52'19" W
L11	40.39'	N 17°17'49" W
L12	37.30'	N 07°14'17" E
L13	49.47'	N 52°20'14" E
L14	48.34'	N 75°40'37" E
L15	47.21'	S 56°34'18" E
L16	67.58'	S 00°38'22" E
L17	194.36'	S 33°12'34" W
L18	29.68'	S 58°50'05" W
L19	32.17'	S 62°51'44" W
L20	134.58'	S 18°20'03" W
L21	58.91'	S 60°38'52" W
L22	20.27'	S 23°29'57" W
L23	15.36'	S 39°38'49" W
L24	26.26'	N 65°20'32" W
L25	3.88'	

SITUATED IN THE CITY OF RICHFIELD
 COUNTY OF SUMMIT
 STATE OF OHIO
 AND KNOWN AS BEING PART OF
 ORIGINAL RICHFIELD TOWNSHIP LOT
 NO. 3, ALSO KNOWN AS BEING PART
 OF PARCEL B-R AND PART OF
 PARCEL N OF THE SURVEY
 RECORDED IN RECEPTION #55579170
 OF THE SUMMIT COUNTY RECORDS

STORM WATER
 MANAGEMENT
 EASEMENT "A"
 1.0705 AC.

BLOCK B-R
 REC. #55579170
 KINROSS LAKES, INC.
 REC. #55240007



LEGAL DESCRIPTION

Snap-On at Kinross Lakes

Richfield, Ohio

Drainage Easement "A" - 1.0705 Acres

Exhibit 'A'

Page 2 of 2

Thence S 18° 20' 03" W, along a line of new easement, a distance of 58.91 feet to a point;
Thence S 60° 38' 52" W, along a line of new easement, a distance of 20.27 feet to a point;
Thence S 23° 29' 57" W, along a line of new easement, a distance of 15.36 feet to a point;
Thence S 39° 38' 49" W, along a line of new easement, a distance of 26.26 feet to a point;
Thence N 65° 20' 32" W, along a line of new easement, a distance of 3.98 feet to a point;
Thence N 23° 23' 56" E, along an easterly line of said Parcel N, a distance of 104.69 feet
to a point;

Thence N 00° 49' 36" E, continuing along an easterly line of said Parcel N, a distance of 121.79 feet to the True Place of Beginning and containing 1.0705 Acres of land, more or less, as determined in November, 2008 by Joseph A. Burgoon, Registered Surveyor No. 8325, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations, or easements of record.

*Basis of Bearing for this description is the survey recorded in Reception #55579170 of the Summit County records.



Joseph A. Burgoon - Reg. No. 8325



APPROVED
ARCADIS 

CHARLES AMBER 1/07/09
VILLAGE OF RICHFIELD

APPROVED


Roger Davis Swan, Zoning Inspector
Village of Richfield, Ohio
Date 4/10/09

EXHIBIT E

New Stormwater Management Easement on Swap-OU Property

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.40'	N 65°20'32" W
L2	217.00'	N 19°20'30" E
L3	121.79'	S 00°49'36" W
L4	104.68'	S 23°23'56" W
L5	7.66'	N 19°20'30" E
L6	82.03'	S 74°50'34" E
L7	35.15'	N 37°14'01" E
L8	60.37'	N 16°42'35" W
L9	69.60'	N 73°48'34" W
L10	32.42'	N 56°52'19" W
L11	40.39'	N 17°17'49" W
L12	37.30'	N 07°14'17" E
L13	49.47'	N 52°20'14" E
L14	46.34'	N 75°40'37" E
L15	47.21'	S 79°48'40" E
L16	67.56'	S 56°34'18" E
L17	194.35'	S 00°38'22" E
L18	29.66'	S 33°12'34" W
L19	32.17'	S 58°50'05" W
L20	134.55'	S 62°51'44" W
L21	58.81'	S 18°20'03" W
L22	20.27'	S 60°38'52" W
L23	15.36'	S 23°29'57" W
L24	26.26'	S 39°38'49" W
L25	3.95'	N 65°20'32" W

SITUATED IN THE CITY OF RICHFIELD
COUNTY OF SUMMIT
STATE OF OHIO
AND KNOWN AS BEING PART OF
ORIGINAL RICHFIELD TOWNSHIP LOT
NO. 3, ALSO KNOWN AS BEING PART
OF PARCEL B-R AND PART OF
PARCEL N OF THE SURVEY
RECORDED IN RECEPTION #55579170
OF THE SUMMIT COUNTY RECORDS

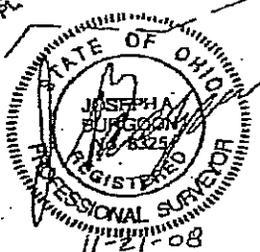
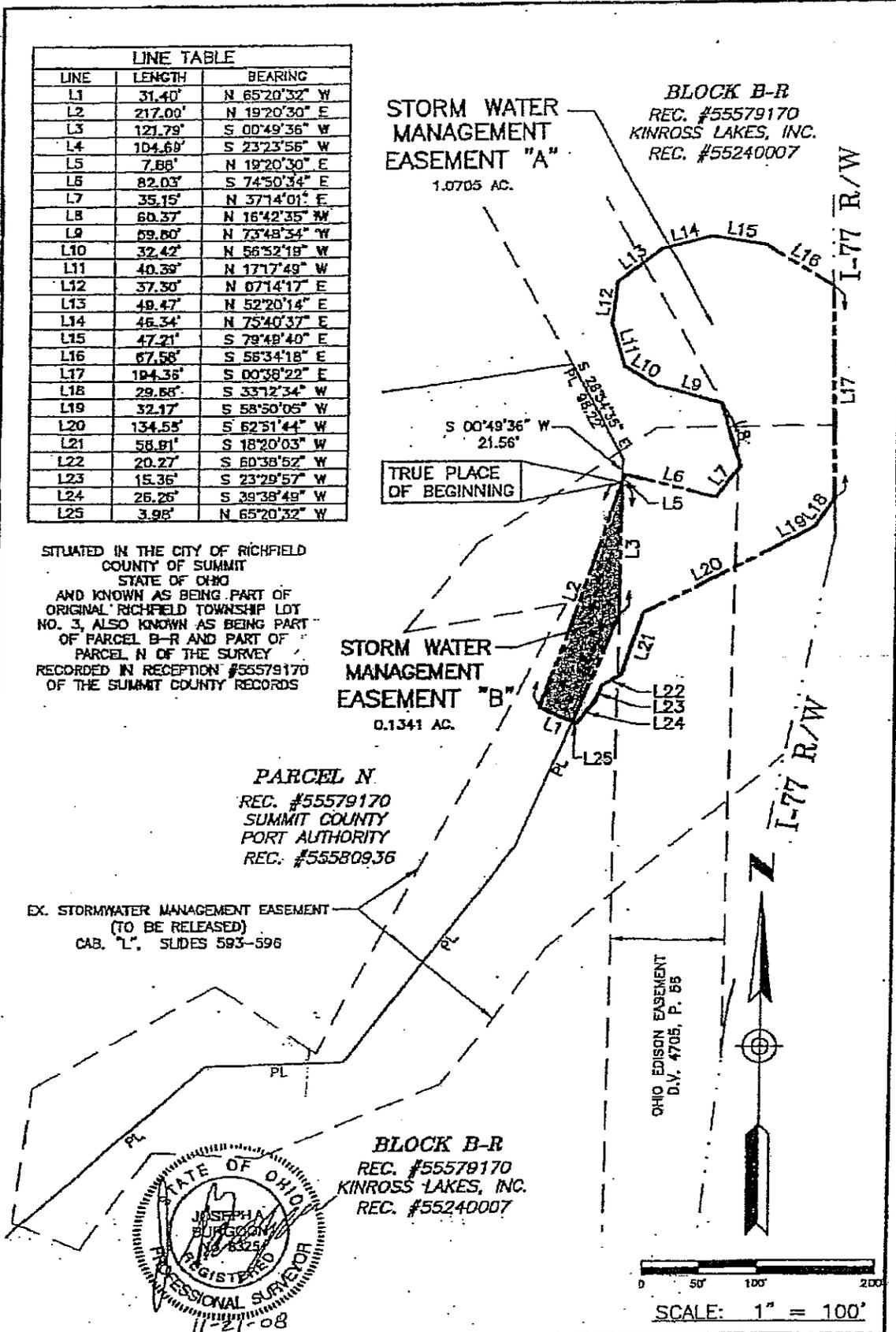
PARCEL N
REC. #55579170
SUMMIT COUNTY
PORT AUTHORITY
REC. #55580936

EX. STORMWATER MANAGEMENT EASEMENT
(TO BE RELEASED)
CAB. "L", SLIDES 593-596

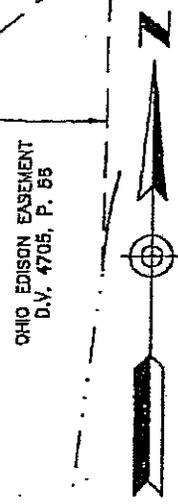
**STORM WATER
MANAGEMENT
EASEMENT "B"**
0.1341 AC.

**STORM WATER
MANAGEMENT
EASEMENT "A"**
1.0705 AC.

BLOCK B-R
REC. #55579170
KINROSS LAKES, INC.
REC. #55240007



BLOCK B-R
REC. #55579170
KINROSS LAKES, INC.
REC. #55240007



SCALE: 1" = 100'

**STORM WATER MANAGEMENT
EASEMENT**

PREPARED BY:
GBC DESIGN, INC.

1826 W. Mariani St. Akron, OH 44333-8686
Phone 330-432-0211 Fax 330-432-2782

DATE: NOV., 2008
PROJECT No. 410900