

RESOLUTION NO. 52-2017 (Amended 9/19/17)

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN EASEMENT AGREEMENT WITH NNV RICHFIELD, LLC FOR INSTALLATION AND MAINTENANCE OF A STORM SEWER FACILITY AND APPURTENANCES AND DECLARING AN EMERGENCY

WHEREAS, as part of the repair and stabilization of the Brecksville Road culvert, it is in the best interests of the Village to enter into an Easement Agreement with NNV Richfield, LLC (Grantor) for Installation and Maintenance of a Storm Sewer Facility (culvert) and Appurtenances for the benefit of the residents of the Village and Grantor.

NOW, THEREFORE, 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 an Easement Agreement with NNV Richfield, LLC (Grantor) for Installation and Maintenance of a Storm Sewer Facility (culvert) and Appurtenances, substantially in accordance with the easement agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference, subject to the approval of the Law Director.

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 the deliberations of the 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 Revised Code of the State of Ohio.

SECTION 3. 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 begin the needed work on the Brecksville Road culvert 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: 9-19-17

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 9/19/17

ATTEST:  
[Signature]  
Clerk of Council  
{02402854-2}



**EASEMENT AGREEMENT FOR INSTALLATION AND  
MAINTENANCE OF STORM SEWER WITH APPURTENANCES**

This Easement Agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between NNV Richfield, LLC, an Ohio limited liability company, whose tax mailing address is \_\_\_\_\_, \_\_\_\_\_, Ohio \_\_\_\_\_ ("Grantor"), and the Village of Richfield, an Ohio municipal corporation ("Grantee").

RECITALS:

1. Grantor is the owner of certain land situated in the Village of Richfield, Summit County, Ohio shown in Exhibit "A" attached hereto and incorporated herein (the "Premises"); and
2. Grantor desires to grant to Grantee a non-exclusive perpetual easement for the construction and maintenance of a storm sewer and appurtenances located on the Premises.
3. Grantee under this Agreement is also the Grantee with respect to a Conservation Easement upon the Premises, recorded in 2007, Summit County Reception Number 55503563 (the "2007 Conservation Easement"), which provides that Grantee's written approval is required for changes to the 2007 Conservation Easement premises affecting topography or water courses, but that such approval may be granted concerning activities undertaken in order to prevent or halt erosion, soil slippage and damage from erosion.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to the full satisfaction of Grantor and in further consideration of the covenants, promises and agreements set forth herein, the parties agree as follows:

1. Grantor, for itself, its heirs, personal representatives and assigns, and upon the terms and subject to the conditions of this Agreement, gives, grants and conveys unto Grantee, its successors, legal representatives and assigns, a perpetual non-exclusive easement and right of way upon, under and across that portion of the Premises described in Exhibit "A" attached hereto and incorporated herein for the following purposes: (i) constructing, installing, maintaining, operating, inspecting, repairing, reconstructing and replacing a storm sewer and appurtenances, without limitation, culverts, inlets, manholes, pipes and connections; and (ii) do anything that may be necessary or advisable in the judgment of Grantee in order to operate said storm sewer and appurtenances in accordance with the

applicable federal, state and local laws, ordinances, regulations, rules, orders and government agency guidelines and for the management and protection of Grantee.

2. Grantee shall, at its sole cost and expense, upon constructing, installing, operating, inspecting, maintaining, repairing or replacing said storm sewer and appurtenances, restore the surface of the easement and replace and repair any driveways, curbs, sidewalks, fences, landscaping, lawns and the like to substantially the same conditions as existed before any such work was performed. Such restoration, repair and replacement shall be performed and completed as weather conditions reasonably permit.
3. Grantee agrees to obtain all permits, if any, required in connection with the installation, inspection, repair, maintenance, replacement, construction and reconstruction of said storm sewer and appurtenances including, without limitation, all drainage facilities contributing to said storm sewer and appurtenances. Permits will be obtained at Grantee's cost.
4. Grantor may not, without prior written consent of Grantee, construct buildings, structures, improvements, or fences on, over or under the easement. In addition to the purposes described in paragraph 1 of the Agreement, Grantor shall have the right to use the easement for any purposes not inconsistent with the rights granted in this easement.
5. Grantor warrants and represents that it has title in fee simple in and to the Premises. The easement granted herein is subject to all restrictions, conditions, reservations, limitations, covenants, rights of way and easements of record.
6. Grantee states that it has review the 2007 Conservation Easement and that the activities described within this Agreement are consistent with those activities that may be undertaken pursuant to the 2007 Conservation Easement in order to prevent or halt erosion, soil slippage, or damage from erosion. Grantee further states that this Paragraph 6 serves as its written approval of such activities as required by the 2007 Conservation Easement.
7. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors, representatives and assigns.
8. The easement herein granted shall run with the land.
9. If requested by Grantee, Grantor will obtain from all persons or entities which have a lien, excluding Summit County with respect to real estate taxes and assessments, a written subordination of the lienholder's lien to the easement granted in this Agreement.

Parcel No. 50-02904; Doc. No. 56042573

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

“Grantor”  
NNV Richfield, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

“Grantee”  
Village of Richfield, Ohio

By: \_\_\_\_\_  
Bobbie Beshara, Mayor

Approved as to form:

\_\_\_\_\_  
William R. Hanna, Director of Law  
Village of Richfield, Ohio

STATE OF OHIO            )  
                                  ) SS:  
SUMMIT COUNTY            )

BEFORE ME, a Notary Public in and for said County and State, personally appeared NNV Richfield, LLC, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed as an officer of NNV Richfield, LLC and the free act and deed of NNV Richfield, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Richfield, Ohio the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
                                  ) SS:  
SUMMIT COUNTY            )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the Village of Richfield, Ohio, by Bobbie Beshara, its Mayor, who acknowledged that she did sign the foregoing instrument and that the same was her free act and deed as an officer of the Village and the free act and deed of the Village.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Richfield, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

This Instrument Prepared by:  
William R. Hanna, Esq.  
Walter | Haverfield LLP  
The Tower at Erieview  
1301 East Ninth Street, Suite 3500  
Cleveland, OH 44114-1821

## EXHIBIT A

### DESCRIPTION OF A 0.0643 ACRE PERMANENT SEWER EASEMENT

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Situated in the Village of Richfield, County of Summit, State of Ohio, and known as being part of Sublot No. 4 in the Timberlake Business Park Replat No. 2 of part of the Original Richfield Lot No. 1, Tract 3, as shown by the plat recorded in Reception No. 56024470, as conveyed to NNV Richfield, LLC (hereinafter known as the "Grantor") by Doc. No. 56042573 of the records of said county:

Beginning at a point on the north line of a parcel conveyed to Whitey's Real Estate Holding, CO. (Doc. No. 54963241), the south line of a parcel conveyed to the Village of Richfield (Doc. No. 55481001), and on the west right of way line of Brecksville Road (S.R. 21) formerly known as Cleveland-Massillon Road, said point being witnessed by a 1" rebar in concrete found bearing South 89 Degrees 32 Minutes 22 Seconds West, a distance of 2.11 feet; thence North 89 Degrees 32 Minutes 22 Seconds East, a distance of 40.00 feet to a point on the centerline of right of way of Brecksville Road, said point also being the north east corner of said Whitey's Real Estate Holding, CO. parcel, the southeast corner of said Village of Richfield parcel, and on the Grantor's west line; thence with said centerline of right of way, the Grantor's west line and east line of said Whitey's Real Estate Holding Co. parcel South 00 Degrees 22 Minutes 01 Seconds East, a distance of 73.90 feet to a point; thence North 89 Degrees 37 Minutes 59 Seconds East, a distance of 40.00 feet to a point on the east right of way line of Brecksville Road, said point being the **TRUE PLACE OF BEGINNING** for the parcel hereinafter described, thence in a clockwise direction along the following four (4) courses and distances;

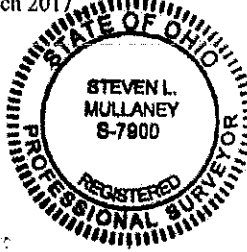
1. Thence South 81 Degrees 22 Minutes 31 Seconds East, a distance of 51.43 feet to a point;
2. Thence South 08 Degrees 37 Minutes 29 Seconds West, a distance of 60.00 feet to a point;
3. Thence North 81 Degrees 22 Minutes 31 Seconds West, a distance of 41.93 feet, to a point on the east right of way line of Brecksville Road;
4. Thence with said right of way line North 00 Degrees 22 Minutes 01 Seconds West, a distance of 60.75 feet to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains 0.0643 acres, more or less, and subject to all easements, restrictions and covenants of record.

The above described area is contained within Summit County Auditor's Parcel No. 5002904.

The Basis of Bearing for this survey was based on Grid North (Ohio State Plane Coordinate System, North Zone, US Survey Feet - NAD 83(2011)) as determined from GPS Observations made on March 8, 2017 by David Bodo and Associates, Inc.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from a survey completed by David Bodo and Associates, Inc. in March 2017.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

*Steven L. Mullaney* 07/19/17  
Steven L. Mullaney, P.S.  
Professional Surveyor No. 7900



North: 572011.6933' East: 2205643.8372'

Segment #1 : Line

Course: S81° 22' 31"E Length: 51.43'  
North: 572003.9808' East: 2205694.6856'

Segment #2 : Line

Course: S08° 37' 29"W Length: 60.00'  
North: 571944.6593' East: 2205685.6879'

Segment #3 : Line

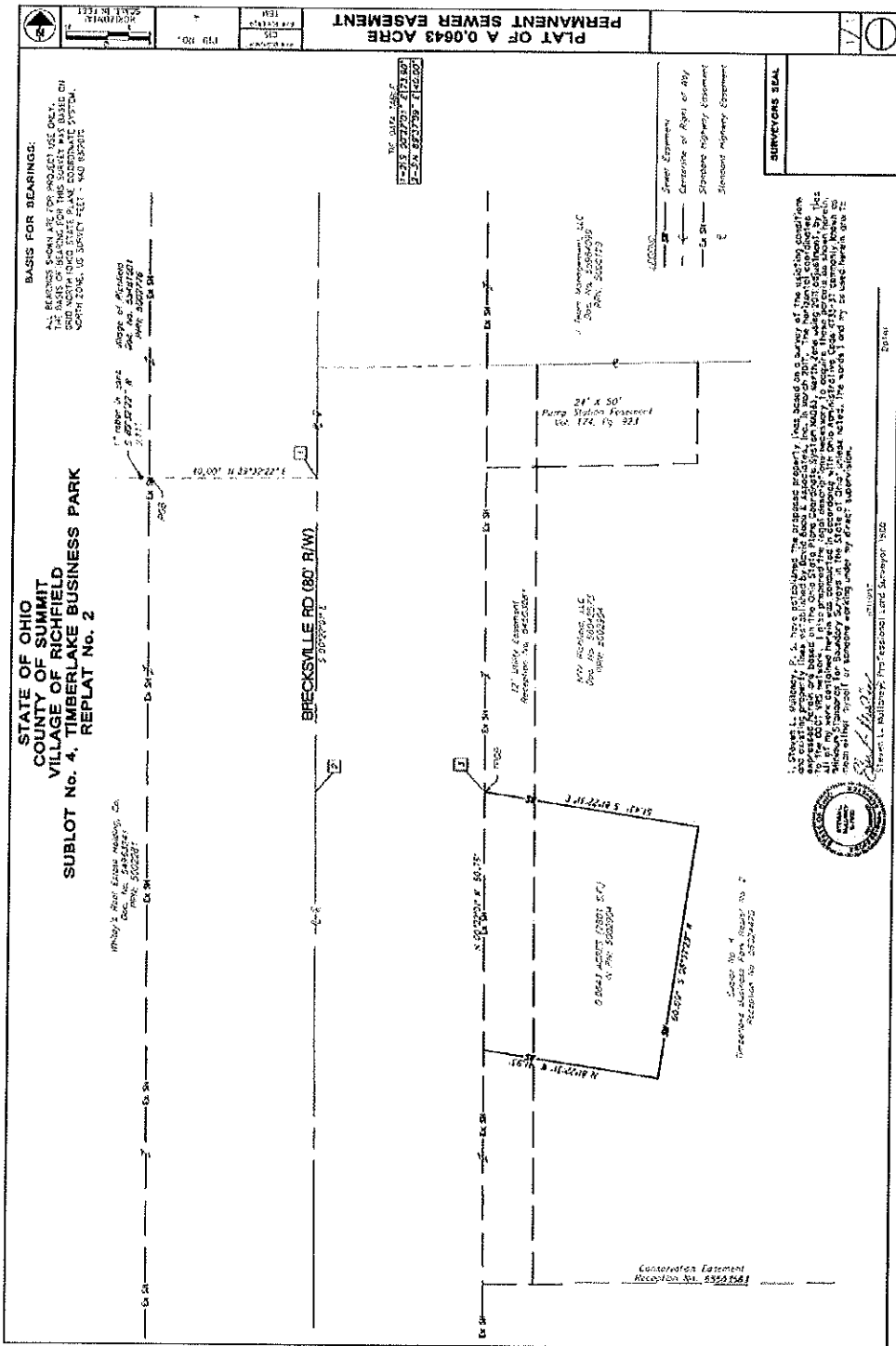
Course: N81° 22' 31"W Length: 41.93'  
North: 571950.9472' East: 2205644.2321'

Segment #4 : Line

Course: N00° 22' 01"W Length: 60.75'  
North: 572011.6959' East: 2205643.8430'

Perimeter: 214.10' Area: 0.0643acres  
Error Closure: 0.0064 Course: N65° 44' 23"E  
Error North: 0.00261 East: 0.00579

Precision 1: 33454.69



**STATE OF OHIO  
COUNTY OF SUMMIT  
VILLAGE OF RICHFIELD  
SUBLOT No. 4, TIMBERLAKE BUSINESS PARK  
REPLAT No. 2**

**PLAT OF A 0.0643 ACRE  
PERMANENT SEWER EASEMENT**

**PLAT NO. 119**

**RECORD NO. 250292**

**DATE OF RECORDING: 06/18/2013**

**RECORDING OFFICE: SUMMIT COUNTY**

**BASIS FOR BEARINGS:**  
ALL BEARINGS SHOWN ARE FOR PROJECT USE ONLY.  
THE BASIS OF BEARING FOR THIS SURVEY WAS BASED ON  
THE CENTERLINE OF THE EXISTING SEWER MAIN SYSTEM,  
NORTH 2505, US SURVEY 523, AND 682022.

**Surveyor's Seal:**  
Name: [Name]  
No. [No.]  
Exp. [Date]

**Witness Seal:**  
Name: [Name]  
No. [No.]  
Exp. [Date]

**Witness Seal:**  
Name: [Name]  
No. [No.]  
Exp. [Date]

- Sewer Easement
- Easement of Right of Way
- Abandonment Highway Easement
- Easement
- Easement

**SURVEYOR'S SEAL**

I, Steven L. Gallimore, P.E., have substantially the foregoing plat based on a survey of the village condition...  
I, Steven L. Gallimore, Professional Land Surveyor, No. 102



Contracted Estimate  
Rec'd: [Amount]