

RESOLUTION NO. 11-2008

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A STORM WATER EASEMENT AGREEMENT WITH EMP REAL ESTATE ENTERPRISES, LLC

WHEREAS, as part of the development of the Stonegate Corporate Park, it is in the best interests of the Village to enter into a Storm Water Drainage and Management and Access Easement Agreement with EMP Real Estate Enterprises, LLC, an Ohio limited liability company, for the benefit of each other and M&P Richfield, LLC, M&P Richfield III, LLC, MPEC Richfield, LLC and Stonegate Partners I, LLC.

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 Storm Water Drainage and Management and Access Easement Agreement with EMP Real Estate Enterprises, LLC, an Ohio limited liability company, for the benefit of each other and M&P Richfield, LLC, M&P Richfield III, LLC, MPEC Richfield, LLC and Stonegate Partners I, LLC, a copy of which easement 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: 8/5/08



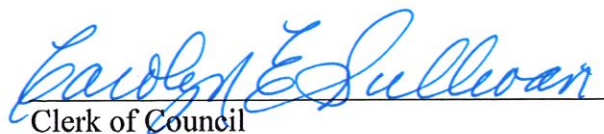
President of Council



Mayor

Dated: 8/6/08

ATTEST:



Clerk of Council

**STORM WATER DRAINAGE AND MANAGEMENT
AND
ACCESS EASEMENT AGREEMENT**

THIS STORM WATER DRAINAGE AND MANAGEMENT AND ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of November, 2007, by and between The Village of Richfield, an Ohio municipal corporation (the "Village"), and EMP Real Estate Enterprises, LLC, an Ohio limited liability company ("EMP" and, with the Village, the "Grantors" hereunder) for the benefit of each other Grantor and M&P Richfield, LLC, M&P Richfield III, LLC, MPEC Richfield, LLC and Stonegate Partners I, LLC, each of which is currently an owner of real property in the Stonegate Corporate Park (each such other owner, a "Grantee" hereunder) (the terms "Grantor" and "Grantee" include their respective successors, successors-in-title and assigns where the context requires or permits).

FOR AND IN CONSIDERATION of the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Easement from The Village. The Village does hereby grant, bargain, sell and convey unto EMP, the Grantees, and their respective successors, successors-in-title, and assigns, an easement and right-of-way for the construction, installation, repair, maintenance and use of storm water drainage and management facilities upon and across the real property described in Exhibit "A" attached hereto (the "Village Easement Area"), which is a part of the Village's real property more fully described on Exhibit "B" attached hereto, for the benefit of EMP's real property more fully described on Exhibit "C" attached hereto and the Grantees' real property in said Stonegate Corporate Park.

The rights, privileges, and easements of the Village to use the Village Easement Area are subject to the rights, privileges and easements of EMP and the Grantees hereunder. Any use by the Village of the Village Easement Area shall not conflict, interfere, hamper or deny in any fashion EMP's and the Grantees' exercise of the rights, privileges and easements granted to them hereunder.

2. Easement from EMP. EMP does hereby grant, bargain, sell and convey unto the Village, the Grantees and their respective successors, successors-in-title, and assigns, an easement and right-of-way for the construction, installation, repair, maintenance and use of storm water drainage and management facilities upon and across the real property described in Exhibit "D" attached hereto (the "EMP Easement Area"), which is a part of EMP's real property more fully described on Exhibit "C" attached hereto, for the benefit of the Village's real property more fully described on Exhibit "B" attached hereto and the Grantees' real property in said Stonegate Corporate Park.

The rights, privileges, and easements of EMP to use the EMP Easement Area are subject to the rights, privileges and easements of the Village and the Grantees hereunder. Any use by EMP of the EMP Easement Area shall not conflict, interfere, hamper or deny in any fashion the Village's and the Grantees' exercise of the rights, privileges and easements granted to them hereunder.

3. Access Easements. Each party hereby grants to the other party and the Grantees an easement upon and over the Easement Areas for purposes of access and ingress and egress to and from their respective real properties.

4. Term and Warranty. The easements and the rights and privileges granted hereunder shall run with the land and shall be perpetual, unless terminated by Grantors and Grantees, or their respective successors, successors-in-title or assigns, and the parties and the Grantees' (or their successor's, successor's-in-title, or assign's) mortgagee(s). Any such termination shall become effective from and after the filing with the Auditor of Summit County, Ohio (Recording Division) of an instrument referencing said termination and signed by all such persons or entities with the formalities required by law for recording instruments.

5. Indemnity. Each party (the "First Party"), for itself, its successors, successors-in-title, and assigns, shall hold each other party, their successors, successors-in-title, and assigns, harmless from and against all loss, liability, damage and expense the other party might incur by reason of the acts or omissions of the First Party connected in any manner with the subject matter of this Agreement.

6. Reserved Rights. Each party expressly reserves unto itself, its successors, successors-in-title and assigns, any and all rights, privileges and uses which are not inconsistent with or would not conflict with, interfere with, hamper or deny in any fashion the other party's exercise of the rights, privileges and easements granted to such party hereunder.

TO HAVE AND TO HOLD the rights, privileges and easements described herein unto Grantee, its successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

THE VILLAGE:
The Village of Richfield, Ohio

By: _____
Michael K. Lyons, Mayor

And:

By: _____
Eleanor Lukovics, Finance Director

GRANTEE:
EMP Real Estate Enterprises, LLC

By: _____
Mark Pawuk, Managing Member

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Village of Richfield, an Ohio municipal corporation, by Michael K. Lyons, its Mayor, and Eleanor Lukovics, its Finance Director, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of November, 2007

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named EMP Real Estate Enterprises, LLC, an Ohio limited liability company, by Mark Pawuk, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of November, 2007.

Notary Public

This Instrument Prepared By:
Lee S. Walko, Esq.
Brennan, Manna & Diamond, LLC
The Carnegie Building
75 East Market Street
Akron, Ohio 44308

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.

EXHIBIT A

August 17, 2007
Revised July 2, 2008

APPROVED
ARCADIS *[Signature]*
CHARLES A. HARBER 2/16/08
VILLAGE OF RICHFIELD

LEGAL DESCRIPTION
Stonegate Corporate Park
Storm Sewer, Drainage & Stormwater
Management Easement
Parcel "B" – 1.6346 Acres

Situated in the Village of Richfield, County of Summit, State of Ohio and known as being Part of Lot 7, Tract 3 of former Richfield Township, also known as being part of Parcel 3 of Stonegate Corporate Park as recorded in Reception #54472112 of the Summit County records, also known as being part of the lands now or formerly owned by the Village of Richfield as recorded in Reception #54803030 of the Summit County records and more fully described as follows:

Beginning at a 5/8" capped rebar (GBC Design, Inc.) found at the southwesterly corner of said Parcel 4;

Thence N 00° 02' 37" E, along the easterly line of said Parcel 3, a distance 211.46 feet to a point, which is the True Place of Beginning for the easement herein described;

Thence S 82° 52' 51" W, along a line of new easement, a distance of 206.66 feet to a point;

Thence N 73° 54' 35" W, along a line of new easement, a distance of 37.41 feet to a point;

Thence N 31° 16' 27" W, along a line of new easement, a distance of 17.49 feet to a point;

Thence S 58° 43' 33" W, along a line of new easement, a distance of 54.26 feet to a point;

Thence N 31° 16' 27" W, along a line of new easement, a distance of 20.00 feet to a point;

Thence N 58° 43' 33" E, along a line of new easement, a distance of 54.26 feet to a point;

Thence N 31° 16' 27" W, along a line of new easement, a distance of 17.62 feet to a point;

Thence N 05° 42' 44" E, along a line of new easement, a distance of 50.67 feet to a point;

Thence N 42° 40' 01" E, along a line of new easement, a distance of 119.66 feet to a point;

Thence N 33° 46' 48" E, along a line of new easement, a distance of 325.17 feet to a point;

Thence S 89° 57' 23" E, along a line of new easement, a distance of 3.02 feet to a point;

Thence S 00° 02' 37" W, along the easterly line of said Parcel 3, a distance of 440.53 feet to the True Place of Beginning and containing 1.6346 Acres of land, more or less, as determined in July, 2008 by Gary R. Rouse, Registered Surveyor No. 6867, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements or record.

**Basis of Bearing for this survey is the plat of Stonegate Corporate Park Phase Two as recorded in Reception #55088363 of the Summit County records.

[Signature]
Gary R. Rouse – Reg. No. 6867



GBC DESIGN, INC.

3378 West Market Street Akron, OH 44333-3386
Phone 330-836-0228 Fax 330-836-5782
E-mail gbc@gbcdesign.com

Lance C. Bergstrom, P.E.
Sy Cymerman, A.I.A.
Michael A. Gardina, P.E.
Gary R. Rouse, P.E., P.S.
John E. Walsh, P.E.

EXHIBIT B

September 26, 2000
Revised July 2, 2008

LEGAL DESCRIPTION Stonegate Corporate Park Parcel 3 – 23.0734 Acres

Situated in the Village of Richfield, County of Summit, State of Ohio and known as being All of Parcel 3 of Stonegate Corporate Park as recorded in 54472112 and also known as being Part of Lot 7, Tract 3 of former Richfield Township and more fully described as follows:

Beginning at a P.K. Nail set at the northeasterly corner of said Lot 7;

Thence S 89° 38' 31" W, along the northerly line of said Lot 7, a distance of 3051.35 feet to a 3" pipe found;

Thence S 89° 48' 07" W, continuing along the northerly line of said Lot 7, a distance of 115.11 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set, which is the True Place of Beginning for the parcel of land herein described;

Thence S 00° 02' 37" W a distance of 1664.05 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

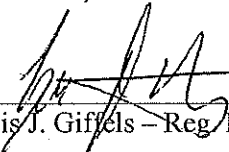
Thence S 89° 48' 44" W a distance of 630.01 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 00° 02' 37" E a distance of 1416.23 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 54° 32' 49" E, along the easterly line of Interstate 271, a distance of 248.81 feet to a 1/2" pipe found;

Thence N 54° 25' 18" E, continuing along the easterly line of Interstate 271, a distance of 179.79 feet to a 1/2" iron pipe found;

Thence N 89° 48' 07" E a distance of 281.29 feet to a point, which is the True Place of Beginning and containing 23.0734 Acres of land, more or less, as surveyed in July, 2008 by Louis J. Giffels, Registered Surveyor No. 7790, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements or record.



Louis J. Giffels – Reg. No. 7790



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.

EXHIBIT C

May 22, 2006
Revised July 2, 2008

LEGAL DESCRIPTION Stonegate Corporate Park New Residual Parcel 4 51.1620 Acres

Situated in the Village of Richfield, County of Summit, State of Ohio and known as being Part of Lot 2, and Part of Lot 7, Tract 3 of former Richfield Township, also known as being part of Parcel 4 of Stonegate Corporate Park as recorded in Reception #54472112 of the Summit County records, also known as being part of the lands now or formerly owned by EMP Real Estate Enterprises LLC as recorded in Reception #55273812 of the Summit County records and more fully described as follows:

Beginning at a 5/8" capped rebar (GBC Design, Inc.) found at the southeasterly corner of said Parcel 4, said point being the True Place of Beginning for the parcel of land herein described;

Thence S 89° 48' 44" W, along the southerly line of said Parcel 4, also being the northerly line of many small parcels recorded in the Summit County records, a distance of 1124.99 feet to a 5/8" capped rebar (GBC Design, Inc.) found;

Thence N 00° 02' 37" E, along the westerly line of said Parcel 4, also being the easterly line of lands now or formerly owned by Village of Richfield as recorded in Reception #54803030 of the Summit County records, a distance 1664.05 feet to a 5/8" capped rebar (GBC Design, Inc.) found;

Thence N 89° 48' 07" E, along a northerly line of said Parcel 4, also being the northerly line of said Township Lot 7, Tract 3, a distance of 115.11 feet to a 3" pipe found;

Thence N 00° 42' 07" W, continuing along a northerly line of said Parcel 4, also being the southerly line of I-271, a distance of 195.23 feet to a 1/2" bar found;

Thence N 53° 41' 37" E, continuing along a northerly line of said Parcel 4, also being the southerly line of I-271, a distance of 198.33 feet to a capped rebar (Bock & Clark) found;

Thence N 50° 46' OS" E, continuing along a northerly line of said Parcel 4, also being the southerly line of I-271, a distance of 200.22 feet to a 5/8" capped rebar (G13C Design, Inc.) to be set;

Thence S 37° 23' 21" E, along a line of new division, a distance of 695.39 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 52° 36' 39" E, along a line of new division, a distance of 250.55 feet to a 5/8" capped rebar (GBC Design, Inc.) found;

Thence S 37° 23' 21" E, along the westerly line of said Highlander Parkway as shown on the plat of Stonegate Corporate Park Phase Two as recorded in Reception #55088363 of the Summit County records, passing over a 1" iron bar in box found at 30.00 feet, a distance of 60.00 feet to a 5/8" capped rebar (GBC Design, Inc.) found;

Thence S 52° 36' 39" W, along a northerly line of lands now or formerly owned by MPEC Richfield LLC as recorded in Reception #55231069 of the Summit County records, a distance of 18.78 feet to a 5/8" capped rebar (GBC Design, Inc.) found;

LEGAL DESCRIPTION

Stonegate Corporate Park
New Residual Parcel 4 - 51.1620 Acres
Page 2 of 2

Thence S 37° 23' 21" E, along a westerly line of said MPEC Richfield LLC lands, a distance of 496.40 feet to a capped rebar (Kukis #5078) found;

Thence S 00° 03' 00" E, continuing along an easterly line of said Parcel 4, also being the westerly line of lands now or formerly owned by Seabreeze North Corporation as recorded in Official Record 1494, Page 222 of the Summit County records, passing over a capped rebar (Kukis #5078) found at 588.39 feet, a distance of 648.46 feet to a 5/8" capped rebar (GBC Design, Inc.) found;

Thence S 89° 49' 50" W, continuing along an easterly line of said Parcel 4, also being a northerly line of lands now or formerly owned by Flambro Inc. as recorded in Official Record 1382, Page 935 of the Summit County records, a distance of 249.26 feet to a capped rebar (Swigart & Moore) found;

Thence S 00° 03' 00" E, continuing along an easterly line of said Parcel 4, also being the westerly line of said Flambro Inc. lands, a distance of 596.99 feet to the True Place of Beginning and containing 51.1620 Acres of land, more or less, as surveyed in July, 2008 by Gary R. Rouse, Registered Surveyor No. 6867, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements or record.

"Basis of Bearing for this survey is the plat of Stonegate Corporate Park Phase Two as recorded in Reception #55088363 of the Summit County records.



Gary R. Rouse – Reg. No. 6867



GBC DESIGN, INC.

3378 West Market Street Akron, OH 44333-3386
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Sy Cymerman, A.I.A.
Gary R. Rouse, P.E., P.S.
John E. Walsh, P.E., P.S.

EXHIBIT D

August 17, 2007
Revised March 7, 2008
Revised July 2, 2008

APPROVED
ARCADIS *CE AMR*
CHARLES HANSEN 7/16/08
VILLAGE OF RICHFIELD

LEGAL DESCRIPTION
Stonegate Corporate Park
Storm Sewer, Drainage & Stormwater
Management Easement
Parcel "A" - 0.6992 Acres

Situated in the Village of Richfield, County of Summit, State of Ohio and known as being Part of Lot 7, Tract 3 of former Richfield Township, also known as being part of Parcel 4 of Stonegate Corporate Park as recorded in Reception #54472112 of the Summit County records, also known as being part of the lands now or formerly owned by EMP Real Estate Enterprises LLC as recorded in Reception #55273812 of the Summit County records and more fully described as follows:

Beginning at a 5/8" capped rebar (GBC Design, Inc.) found at the southwesterly corner of said Parcel 4;

Thence N 00° 02' 37" E, along the westerly line of said Parcel 4, a distance 211.46 feet to a point, which is the True Place of Beginning for the easement herein described;

Thence continuing N 00° 02' 37" E, along the westerly line of said Parcel 4, a distance 440.53 feet to a point;

Thence S 89° 57' 23" E, along a line of new easement, a distance of 45.03 feet to a point;

Thence S 00° 02' 37" W, along a line of new easement, a distance of 228.94 feet to a point;

Thence N 57° 40' 09" E, along a line of new easement, a distance of 163.75 feet to a point;

Thence N 39° 46' 12" E, along a line of new easement, a distance of 213.33 feet to a point;

Thence S 90° 00' 00" E, along a line of new easement, a distance of 82.59 feet to a point;

Thence N 53° 05' 39" E, along a line of new easement, a distance of 24.83 feet to a point;

Thence N 60° 25' 10" E, along a line of new easement, a distance of 26.23 feet to a point;

Thence N 72° 11' 21" E, along a line of new easement, a distance of 20.30 feet to a point;

Thence along a line of new easement, along the arc of a circle curving to the left, having a central angle of 05° 11' 46", a radius of 230.00 feet, a tangent of 10.44 feet, a chord of 20.85 feet, a chord bearing S 34° 14' 31" E, and an arc length of 20.86 feet to a point;

Thence S 72° 11' 21" W, along a line of new easement, a distance of 24.14 feet to a point;

Thence S 60° 25' 10" W, along a line of new easement, a distance of 22.89 feet to a point;

Thence S 53° 05' 39" W, along a line of new easement, a distance of 30.22 feet to a point;

Thence N 90° 00' 00" W, along a line of new easement, a distance of 79.89 feet to a point;

Thence S 39° 46' 12" W, along a line of new easement, a distance of 207.11 feet to a point;

Thence S 57° 40' 09" W, along a line of new easement, a distance of 179.58 feet to a point;

Thence S 00° 02' 37" W, along a line of new easement, a distance of 182.25 feet to a point;

2/20/08 3:00 p.m.


Resolution 11-2008
EXHIBIT A

LEGAL DESCRIPTION

Stonegate Corporate Park
Storm Sewer, Drainage & Stormwater
Management Easement
Parcel "A" - 0.6992 Acres
Page 2 of 2

Thence S 82° 52' 51" W, along a line of new easement, a distance of 45.39 feet to the True Place of Beginning and containing 0.6992 Acres of land, more or less, as determined in July, 2008 by Gary R. Rouse, Registered Surveyor No. 6867, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements or record.

**Basis of Bearing for this survey is the plat of Stonegate Corporate Park Phase Two as recorded in Reception #55088363 of the Summit County records.



Gary R. Rouse – Reg. No. 6867

