

RESOLUTION NO. 69-2005

Offered by All of Council

A RESOLUTION ACCEPTING THE STANDARD EASEMENT FOR INSTALLATION AND MAINTENANCE OF A WATER LINE FROM BEACON TIMBERLAKE COMPANIES AND DECLARING AN EMERGENCY

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 accept the Standard Easement for Installation and Maintenance of a Water Main for Circulation Purposes Only from Beacon Timberlake Properties, 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 in order to supply potable water to the project 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: 9/6/05

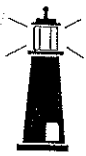
[Signature]
President of Council

[Signature]
Mayor

Dated: 9/8/05

ATTEST:
[Signature]
Clerk of Council

Res 69-2005



MARSHALL CONSTRUCTION COMPANY, INC.



Beacon Development Company

4646 W. STREETSBOBO RD. RICHFIELD, OH 44286

PHONE: (330) 659-2040 FAX: (330) 659-2045

September 12, 2005

Kevin Noble
Scheeser Buckley Mayfield, Inc.
1540 Corporate Woods Parkway
Uniontown, Ohio 44685-8797

Re: Executed Water Line Easement

Kevin,

Enclosed are the executed easements for Cleveland Water Dept. Please forward to them and stress the approval letter so we can get it to the State of Ohio E.P.A. for their final approval.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'C.R. Marshall'.

Charles R. Marshall
Beacon Marshall Companies

HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129

TELEPHONE (216) 398-0280

FAX (216) 351-0920

August 24, 2005

File No. 97024-WLEA

EXHIBIT "A"

LEGAL DESCRIPTION WATER LINE EASEMENT – BLOCK "A"

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Block "A" in the Timberlake Business Park Replat No. 1, of part of Lot Number 1; Tract 3, Richfield Township, as recorded in Plat Reception Number 54503081 and Re-recorded in Plat Reception Number 55144399 of Summit County Record of Plats, bounded and described as follows:

Beginning in the southerly right-of-way line of Timberlake Drive, 60.00 feet wide, at the northwesterly corner of Block "A" in said Timberlake Business Park Replat No. 1;

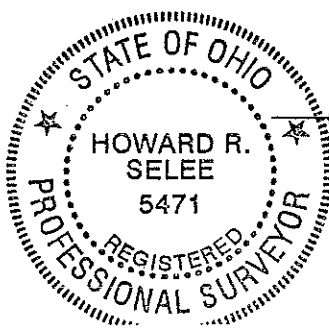
Thence North 89° 23' 51" East, along the said southerly right-of-way line of Timberlake Drive, a distance of 46.33 feet to a point of curvature in the cul-de-sac for said Timberlake Drive;

Thence southeasterly along the curved southerly line of said cul-de-sac for said Timberlake Drive, by a curve to the right, an arc distance of 18.94 feet, said curve having a radius of 35.00 feet, a central angle of 31° 00' 10" and a chord which bears South 75° 06' 04" East, a distance of 18.71 feet;

Thence South 89° 23' 51" West, a distance of 46.33 feet to a point in the westerly curved line of said Block "A";

Thence northeasterly, along the said westerly line of said Sublot No. 1, by a curve to the left, an arc distance of 18.94 feet, said curve having a radius of 35.00 feet, a central angle of 31° 00' 10" and a chord which bears North 75° 06' 04" West, a distance of 18.71 feet to the place of beginning and containing 0.0053 acres of land as described by Howard R. Selee, Registered Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC., Professional Land Surveyors, dated August 24, 2005, be the same more or less, but subject to all legal highways.

Bearings correlate to the value of North 04° 49' 28" west, assigned to the centerline of Interstate Route No. I-77 by SUM-271-2-98, Right-of-Way Maps, Sheet 16 of 40, dated October 15, 1965.



Howard R. Selee

August 24, 2005

Howard R. Selee, P.S.
Howard R. Selee and Associates, Inc.
Reg. Surveyor No. 5471

TIMBERLAKE DR. 60'

N89°23'51"E
119.00

N00°36'09"W
30.00

R = 35.00
Δ = 31'00"10"
A = 18.94
C = 18.71
N75°06'04"W

46.33

46.33

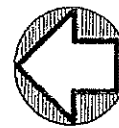
5' WATER MAIN
EASEMENT
0.0053 AC.

R = 35.00
Δ = 31'00"10"
A = 18.94
C = 18.71
N75°06'04"W

BLOCK A
0.4748 Ac.

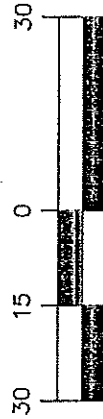
PARCEL 1
36.5792 Ac.

SUBLOT 1
3.0045 Ac.



NORTH

GRAPHIC SCALE



(IN FEET)

1 INCH = 30 FT.

HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK ROAD * SUITE 231 * CLEVELAND, OH 44129

(216) 398-0280

FILE NO. 97024-ESMT-WATER

HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129

TELEPHONE (216) 398-0280

FAX (216) 351-0920

August 24, 2005

File No. 97024-WLEA

EXHIBIT "A"

LEGAL DESCRIPTION WATER LINE EASEMENT – BLOCK "A"

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Block "A" in the Timberlake Business Park Replat No. 1, of part of Lot Number 1, Tract 3, Richfield Township, as recorded in Plat Reception Number 54503081 and Re-recorded in Plat Reception Number 55144399 of Summit County Record of Plats, bounded and described as follows:

Beginning in the southerly right-of-way line of Timberlake Drive, 60.00 feet wide, at the northwesterly corner of Block "A" in said Timberlake Business Park Replat No. 1;

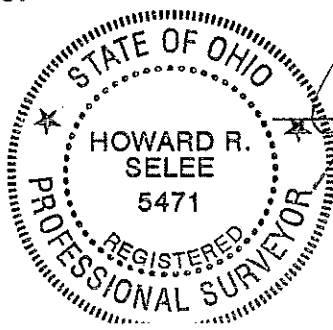
Thence North $89^{\circ} 23' 51''$ East, along the said southerly right-of-way line of Timberlake Drive, a distance of 46.33 feet to a point of curvature in the cul-de-sac for said Timberlake Drive;

Thence southeasterly along the curved southerly line of said cul-de-sac for said Timberlake Drive, by a curve to the right, an arc distance of 18.94 feet, said curve having a radius of 35.00 feet, a central angle of $31^{\circ} 00' 10''$ and a chord which bears South $75^{\circ} 06' 04''$ East, a distance of 18.71 feet;

Thence South $89^{\circ} 23' 51''$ West, a distance of 46.33 feet to a point in the westerly curved line of said Block "A";

Thence northeasterly, along the said westerly line of said Sublot No. 1, by a curve to the left, an arc distance of 18.94 feet, said curve having a radius of 35.00 feet, a central angle of $31^{\circ} 00' 10''$ and a chord which bears North $75^{\circ} 06' 04''$ West, a distance of 18.71 feet to the place of beginning and containing 0.0053 acres of land as described by Howard R. Selee, Registered Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC., Professional Land Surveyors, dated August 24, 2005, be the same more or less, but subject to all legal highways.

Bearings correlate to the value of North $04^{\circ} 49' 28''$ west, assigned to the centerline of Interstate Route No. I-77 by SUM-271-2-98, Right-of-Way Maps, Sheet 16 of 40, dated October 15, 1965.



Howard R. Selee

August 24, 2005

Howard R. Selee, P.S.
Howard R. Selee and Associates, Inc.
Reg. Surveyor No. 5471

TIMBERLAKE DR. 60'

N00°36'09"W
30.00

N89°23'51"E
119.00

R = 35.00
Δ = 31°00'10"
A = 18.94
C = 18.71
N75°06'04"W

46.33

R = 35.00
Δ = 31°00'10"
A = 18.94
C = 18.71
N75°06'04"W

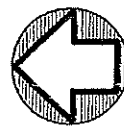
46.33

5' WATER MAIN
EASEMENT
0.0053 Ac.

SUBLOT 1
3.0045 AC.

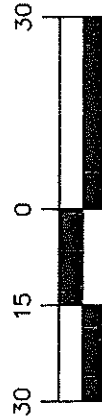
BLOCK A
0.4748 Ac.

PARCEL 1
36.5792 Ac.



NORTH

GRAPHIC SCALE



(IN FEET)

1 INCH = 30 FT.

HOWARD R. SELEE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
9701 BROOKPARK ROAD * SUITE 231 * CLEVELAND, OH 44129
(216) 398-0280
FILE NO. 97024-ESMT-WATER

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY

(I, We) Beacon Timber Lake LLC, the Grantor herein, for valuable consideration received and to be received to (my, our) full satisfaction, do hereby grant and convey to the (City, Village, Township, District) of Richfield, 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, Village, Township, District) of Richfield, County of Summitt, State of Ohio, known as being part of the Original _____ Township Lot No. _____, and bounded and described as follows:

Block A Beacon Timber Lake

Insert legal description of proposed Block A Timber Lake
Easement area by metes and bounds, or
Attach description as Exhibit "A" and
Insert here: "A copy of the legal
Description is attached hereto as
Exhibit "A" and made a part hereof as
If fully written herein."

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assignees.

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 deems 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 regulation 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, Village, Township, District) 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, the City of Cleveland, now or hereafter in effect.

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 - ½) feet above or one and one-half (1 - ½) 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 dept of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

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 thirty (30) 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, Village, Township, District) 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 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 further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

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 Medina, Ohio this 31 day of August, 20 05

Signed in the Presence of:

Debbie Frattaroli
Debbie Frattaroli
(print or type name)
James Yatsuh

GRANTOR:

[Signature]
Charles R Marshall
(print or type name)

Jamie YATSK
(print or type name)

This Instrument Prepared By:

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

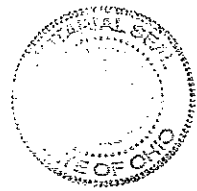
Before me, a Notary Public in and for said County and State, personally appeared the above-named Charles R. Marshall, who acknowledged that (he, they) did sign the foregoing instrument and that the same is (his, their) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 31st day of August, 2005.

Deborah A. Frattaroli
NOTARY

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

[Signature]
Director of Law



DEBORAH A. FRATTAROLI
Notary Public, State of Ohio
My Commission Expires Jan. 15, 2006

Village of Rickfield
(City, Village, Township, District)

9/8/05
(Date)

Accepted by the Council of the Village of Rickfield, Ohio by
(Resolution/Ordinance) No. 69-2005

Passed September 6, 2005.

Stephanie M. Brady

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 _____, 20____, 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: _____

CHECKLIST
For Standard Water Service
And Circulation Easements
(Suburban)

Attention to the following details will expedite the processing of your easement:

Page 1

- a) First blank: insert grantor's name
- b) Second and third blanks: insert name of community in which easement property is located (the "grantee").
- c) Fourth blank: insert name of county in which easement property is located.
- d) Fifth and sixth blanks: insert original township name and lot number.
- e) Space after introductory paragraphs: insert legal description of easement area only, or attach it as "Exhibit A," and insert: "a copy of the legal description is attached hereto as Exhibit A and is incorporated herein as if fully rewritten.

Page 2

Insert name of the grantee (as explained in "b)" above) on both lines.

Page 4

CAUTION: this is where mistakes are most frequently made.

- a) The grantor must sign in the presence of TWO witnesses and, on the lines immediately preceding his/her signature, must insert the date of and place at which the signing occurred.
- b) If the grantor is signing on behalf of a partnership, corporation, etc., he/she must indicate his representative capacity (President, Agent, etc.)
- c) The grantors signature must be notarized.
- d) The grantee must accept the easement:
 - 1) The easement form must be accompanied by the ordinance or resolution by which the grantee accepts the grant of easement;
 - 2) The grantee's Law Director must approve the document; and
 - 3) The grantees Clerk of Council must note the Council's approval.
- e) The remaining lines of the Easement should be left blank. They will be filled in by the City of Cleveland.

HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129
TELEPHONE (216) 398-0280
FAX (216) 351-0920

August 24, 2005
File No. 97024-WLE2

EXHIBIT "A"

LEGAL DESCRIPTION WATER LINE EASEMENT – PARCEL 2

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Parcel 2 in the Timberlake Business Park Replat No. 1, of part of Lot Number 1, Tract 3, Richfield Township, as recorded in Plat Reception Number 54503081 and Re-recorded in Plat Reception Number 55144399 of Summit County Record of Plats, bounded and described as follows:

Starting at the intersection of the centerline of Brecksville Road, (S. R. 21), 80.00 feet wide, with the centerline of Timberlake Drive, 60.00 feet wide, as shown in the Timberlake Business Park Replat No. 1;

Thence North $89^{\circ} 23' 51''$ East, along the said centerline of Timberlake Drive, a distance of 305.00 feet to a point of curvature therein;

Thence South $00^{\circ} 36' 09''$ East, a distance of 30.00 feet to a point of curvature in the southerly right-of-way line of said Timberlake Drive and the PRINCIPAL PLACE of BEGINNING of the premises herein intended to be described;

Thence northeasterly by a curve to the left along the southeasterly right-of-way line of Timberlake Drive, an arc distance of 305.26 feet to a point of tangency therein, said curve having a radius of 330.00 feet, a central angle of $53^{\circ} 00' 00''$ and a chord which bears North $62^{\circ} 53' 51''$ East, a distance of 294.29 feet;

Thence North $36^{\circ} 23' 51''$ East, continuing along the said southeasterly right-of-way line of Timberlake Drive, a distance of 201.28 feet to a point of curvature therein;

Thence northeasterly by a curve to the right continuing along the said southeasterly right-of-way line of Timberlake Drive, an arc distance of 307.20 feet to a point of tangency therein, said curve having a radius of 270.00 feet, a central angle of $65^{\circ} 11' 24''$ and a chord which bears North $68^{\circ} 59' 33''$ East, a distance of 290.90;

Thence South $78^{\circ} 24' 45''$ East, continuing along the southerly right-of-way line of Timberlake Drive, a distance of 312.70 feet to a point of curvature therein;

Thence easterly by a curve to the left, continuing along the said southerly right-of-way line of Timberlake Drive, an arc distance of 70.21 feet to a point of tangency therein, said curve having a radius of 330.00 feet, a central angle of $12^{\circ} 11' 24''$ and a chord which bears South $84^{\circ} 30' 27''$ East, a distance of 70.08 feet;

Thence North $89^{\circ} 23' 52''$ East, continuing along the said southerly right-of-way line of Timberlake Drive, a distance of 233.24 feet to the northeasterly corner of said Parcel 2;

Thence South $00^{\circ} 36' 09''$ East, along the easterly line of said Parcel 2, a distance of 5.00 feet;

Thence South $89^{\circ} 23' 51''$ West, a distance of 233.24 feet to a point of curvature;

Thence westerly by a curve to the right, an arc distance of 71.27 feet to a point of tangency, said curve having a radius of 335.00 feet, a central angle of $12^{\circ} 11' 24''$ and a chord which bears North $84^{\circ} 30' 27''$ West, a distance of 71.14 feet;

Thence North $78^{\circ} 24' 45''$ West, a distance of 312.70 feet to a point of curvature;

Thence westerly by a curve to the left, an arc distance of 301.51 feet, to a point of tangency, said curve having a radius of 265.00 feet, a central angle of $65^{\circ} 11' 24''$ and a chord which bears South $68^{\circ} 59' 33''$ West, a distance of 285.51 feet;

Thence South $36^{\circ} 23' 51''$ West, a distance of 201.28 feet to a point of curvature;

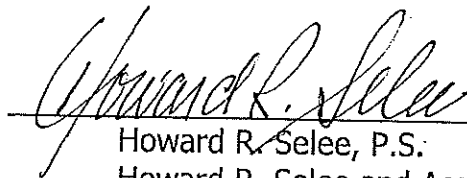
Thence southwesterly by a curve to the right, an arc distance of 309.88 feet to a point of tangency, said curve having a radius of 335.00 feet, a central angle of $53^{\circ} 00' 00''$ and a chord which bears South $62^{\circ} 53' 51''$ West, a distance of 298.95 feet;

Thence South $89^{\circ} 23' 51''$ West, a distance of 249.72 feet to a point in the southerly curved right-of-way line of Timberlake Drive;

Thence northeasterly by a curve to the right, an arc distance of 18.94 feet to a point of tangency therein, said curve having a radius of 35.00 feet, a central angle of $31^{\circ} 00' 10''$ and a chord which bears North $73^{\circ} 53' 46''$ East, a distance of 18.71 feet;

Thence North 89° 23' 51" East, along the said southerly right-of-way line of Timberlake Drive, a distance of 231.70 feet to the PRINCIPAL PLACE of BEGINNING of the premises herein intended to be described and containing 0.1921 acres of land as described by Howard R. Selee, Registered Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC., Professional Land Surveyors, dated August 24, 2005, be the same more or less, but subject to all legal highway.

Bearings correlate to the value of North 04° 49' 28" west, assigned to the centerline of Interstate Route No. I-77 by SUM-271-2-98, Right-of-Way Maps, Sheet 16 of 40, dated October 15, 1965.



August 24, 2005

Howard R. Selee, P.S.
Howard R. Selee and Associates, Inc.
Reg. Surveyor No. 5471

CURVE DATA

| CURVE | RADIUS | ARC | DELTA | CHORD | BEARING |
|-------|--------|--------|-----------|--------|-------------|
| C1 | 35.00 | 18.94 | 31°00'10" | 18.71 | N73°53'46"E |
| C2 | 330.00 | 305.26 | 53°00'00" | 294.49 | N62°53'51"E |
| C3 | 270.00 | 307.20 | 65°11'24" | 290.90 | N68°59'33"E |
| C4 | 330.00 | 70.21 | 12°11'24" | 70.08 | N84°30'27"W |
| C5 | 335.00 | 71.27 | 12°11'24" | 71.14 | N84°30'27"W |
| C6 | 265.00 | 301.51 | 65°11'24" | 285.51 | N68°59'33"E |
| C7 | 335.00 | 309.88 | 53°00'00" | 298.95 | N62°53'51"E |

PARCEL 1
36.5792 AC.

LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 231.70 | N89°23'51"E |
| L2 | 201.28 | N36°23'51"E |
| L3 | 312.70 | N78°24'45"W |
| L4 | 233.24 | N89°23'51"E |
| L5 | 5.00 | N00°36'09"W |
| L6 | 233.24 | N89°23'51"E |
| L7 | 312.70 | N78°24'45"W |
| L8 | 201.28 | N36°23'51"E |
| L9 | 249.72 | N89°23'51"E |

BRECKSVILLE RD

TIMBERLAKE DR. 60'

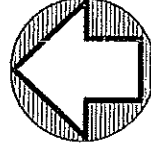
GRAPHIC SCALE



(IN FEET)

1 INCH = 150 FT.

5' WATER MAIN
EASEMENT
0.1921 AC.



NORTH

PARCEL 2
8.8005 AC.

S/L 1

HOWARD R. SELEE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
9701 BROOKPARK ROAD * SUITE 231 * CLEVELAND, OH 44129
(216) 398-0280
FILE NO. 97024-ESMT-WATER

HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129

TELEPHONE (216) 398-0280

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August 24, 2005

File No. 97024-WLE2

EXHIBIT "A"

LEGAL DESCRIPTION WATER LINE EASEMENT – PARCEL 2

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Parcel 2 in the Timberlake Business Park Replat No. 1, of part of Lot Number 1, Tract 3, Richfield Township, as recorded in Plat Reception Number 54503081 and Re-recorded in Plat Reception Number 55144399 of Summit County Record of Plats, bounded and described as follows:

Starting at the intersection of the centerline of Brecksville Road, (S. R. 21), 80.00 feet wide, with the centerline of Timberlake Drive, 60.00 feet wide, as shown in the Timberlake Business Park Replat No. 1;

Thence North $89^{\circ} 23' 51''$ East, along the said centerline of Timberlake Drive, a distance of 305.00 feet to a point of curvature therein;

Thence South $00^{\circ} 36' 09''$ East, a distance of 30.00 feet to a point of curvature in the southerly right-of-way line of said Timberlake Drive and the PRINCIPAL PLACE of BEGINNING of the premises herein intended to be described;

Thence northeasterly by a curve to the left along the southeasterly right-of-way line of Timberlake Drive, an arc distance of 305.26 feet to a point of tangency therein, said curve having a radius of 330.00 feet, a central angle of $53^{\circ} 00' 00''$ and a chord which bears North $62^{\circ} 53' 51''$ East, a distance of 294.29 feet;

Thence North $36^{\circ} 23' 51''$ East, continuing along the said southeasterly right-of-way line of Timberlake Drive, a distance of 201.28 feet to a point of curvature therein;

Thence northeasterly by a curve to the right continuing along the said southeasterly right-of-way line of Timberlake Drive, an arc distance of 307.20 feet to a point of tangency therein, said curve having a radius of 270.00 feet, a central angle of $65^{\circ} 11' 24''$ and a chord which bears North $68^{\circ} 59' 33''$ East, a distance of 290.90;

Thence South $78^{\circ} 24' 45''$ East, continuing along the southerly right-of-way line of Timberlake Drive, a distance of 312.70 feet to a point of curvature therein;

Thence easterly by a curve to the left, continuing along the said southerly right-of-way line of Timberlake Drive, an arc distance of 70.21 feet to a point of tangency therein, said curve having a radius of 330.00 feet, a central angle of $12^{\circ} 11' 24''$ and a chord which bears South $84^{\circ} 30' 27''$ East, a distance of 70.08 feet;

Thence North $89^{\circ} 23' 52''$ East, continuing along the said southerly right-of-way line of Timberlake Drive, a distance of 233.24 feet to the northeasterly corner of said Parcel 2;

Thence South $00^{\circ} 36' 09''$ East, along the easterly line of said Parcel 2, a distance of 5.00 feet;

Thence South $89^{\circ} 23' 51''$ West, a distance of 233.24 feet to a point of curvature;

Thence westerly by a curve to the right, an arc distance of 71.27 feet to a point of tangency, said curve having a radius of 335.00 feet, a central angle of $12^{\circ} 11' 24''$ and a chord which bears North $84^{\circ} 30' 27''$ West, a distance of 71.14 feet;

Thence North $78^{\circ} 24' 45''$ West, a distance of 312.70 feet to a point of curvature;

Thence westerly by a curve to the left, an arc distance of 301.51 feet, to a point of tangency, said curve having a radius of 265.00 feet, a central angle of $65^{\circ} 11' 24''$ and a chord which bears South $68^{\circ} 59' 33''$ West, a distance of 285.51 feet;

Thence South $36^{\circ} 23' 51''$ West, a distance of 201.28 feet to a point of curvature;

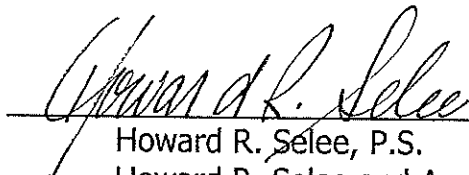
Thence southwesterly by a curve to the right, an arc distance of 309.88 feet to a point of tangency, said curve having a radius of 335.00 feet, a central angle of $53^{\circ} 00' 00''$ and a chord which bears South $62^{\circ} 53' 51''$ West, a distance of 298.95 feet;

Thence South $89^{\circ} 23' 51''$ West, a distance of 249.72 feet to a point in the southerly curved right-of-way line of Timberlake Drive;

Thence northeasterly by a curve to the right, an arc distance of 18.94 feet to a point of tangency therein, said curve having a radius of 35.00 feet, a central angle of $31^{\circ} 00' 10''$ and a chord which bears North $73^{\circ} 53' 46''$ East, a distance of 18.71 feet;

Thence North 89° 23' 51" East, along the said southerly right-of-way line of Timberlake Drive, a distance of 231.70 feet to the PRINCIPAL PLACE of BEGINNING of the premises herein intended to be described and containing 0.1921 acres of land as described by Howard R. Selee, Registered Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC., Professional Land Surveyors, dated August 24, 2005, be the same more or less, but subject to all legal highway.

Bearings correlate to the value of North 04° 49' 28" west, assigned to the centerline of Interstate Route No. I-77 by SUM-271-2-98, Right-of-Way Maps, Sheet 16 of 40, dated October 15, 1965.


August 24, 2005
Howard R. Selee, P.S.
Howard R. Selee and Associates, Inc.
Reg. Surveyor No. 5471

CURVE DATA

| CURVE | RADIUS | ARC | DELTA | CHORD | BEARING |
|-------|--------|--------|-----------|--------|-------------|
| C1 | 35.00 | 18.94 | 31'00"10" | 18.71 | N73°53'46"E |
| C2 | 330.00 | 305.26 | 53'00'00" | 294.49 | N62°53'51"E |
| C3 | 270.00 | 307.20 | 65°11'24" | 290.90 | N68°59'33"E |
| C4 | 330.00 | 70.21 | 12°11'24" | 70.08 | N84°30'27"W |
| C5 | 335.00 | 71.27 | 12°11'24" | 71.14 | N84°30'27"W |
| C6 | 265.00 | 301.51 | 65°11'24" | 285.51 | N68°59'33"E |
| C7 | 335.00 | 309.88 | 53'00'00" | 298.95 | N62°53'51"E |

**PARCEL 1
36.5792 AC.**

**PARCEL 2
8.8005 AC.**

S/L 1

GRAPHIC SCALE



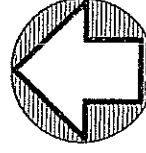
LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 231.70 | N89°23'51"E |
| L2 | 201.28 | N36°23'51"E |
| L3 | 312.70 | N78°24'45"W |
| L4 | 233.24 | N89°23'51"E |
| L5 | 5.00 | N00°36'09"W |
| L6 | 233.24 | N89°23'51"E |
| L7 | 312.70 | N78°24'45"W |
| L8 | 201.28 | N36°23'51"E |
| L9 | 249.72 | N89°23'51"E |

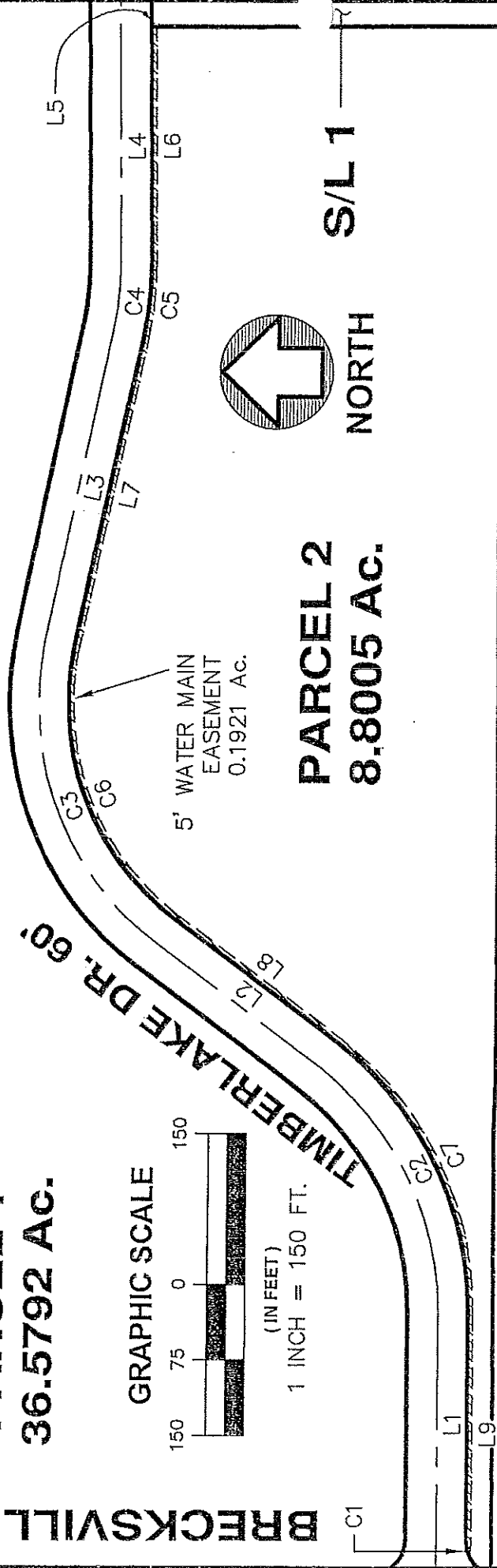
BRECKSVILLE RD

TIMBERLAKE DR. 60'

5' WATER MAIN
EASEMENT
0.1921 AC.



NORTH



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 PROFESSIONAL LAND SURVEYORS
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 FILE NO. 97024-ESMT-WATER

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY

(I, We) Beacon Timberlake LLC, the Grantor herein, for valuable consideration received and to be received to (my, our) full satisfaction, do hereby grant and convey to the (City, Village, Township, District) of Village of Richfield, 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, Village, Township, District) of Richfield, County of Summit, State of Ohio, known as being part of the Original _____ Township Lot No. _____, and bounded and described as follows:

Parcel 2 Timberlake Business Park

Insert legal description of proposed ^{"Attached"}
Easement area by metes and bounds, or
Attach description as Exhibit "A" and
Insert here: "A copy of the legal
Description is attached hereto as
Exhibit "A" and made a part hereof as
If fully written herein."

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assignees.

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 deems 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 regulation 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, Village, Township, District) 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, the City of Cleveland, now or hereafter in effect.

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 - ½) feet above or one and one-half (1- ½) 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 dept of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

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 thirty (30) 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, Village, Township, District) 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

Debbie Frattaroli
(print or type name)

This Instrument Prepared By:

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Charles R. Marshall, 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 Medina, Ohio, this 31st day of August, 2005.

Deborah A. Frattaroli
NOTARY

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



DEBORAH A. FRATTAROLI
Notary Public, State of Ohio
My Commission Expires Jan. 15, 2008

[Signature]
Director of Law

Village of Richfield
(City, Village, Township, District)

9/8/05
(Date)

Accepted by the Council of the Village of Richfield, Ohio by
(Resolution/Ordinance) No. 69-2005

Passed September 6, 2005.

[Signature]

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 _____, 20____, 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: _____