

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE A QUIT-CLAIM DEED TO TERRENCE J. AND GAIL MASON

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to execute a Quit-Claim Deed quit-claiming the Village's interest in a future thoroughfare and utility easement interest to Terrence J. Mason and Gail Mason, husband and wife, a copy of which Quit-Claim Deed 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: August 15, 1995

Patricia Shealey
President of Council

[Signature]
Mayor

Dated: 8/16/95

ATTEST:

Carol Gibson
Clerk of Council

QUIT-CLAIM DEED

Know all Men by these Presents:

That The Village of Richfield, Ohio, a municipal Corporation under the laws of the State of Ohio, the Grantor, who claims title by or through instrument, recorded in Volume _____, Page _____, Summit County Recorder's Office, for divers good causes and considerations thereunto moving, and especially for the sum of Ten and 00/100 Dollars (\$10.00) received to its full satisfaction of Terrence J. Mason and Gail Mason, Husband and Wife the Grantees, whose TAX MAILING ADDRESS is 3500 Timberwood Drive, Richfield, Ohio, 44286 has given, granted, remised, released and forever quit-claimed, and does by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantees, their heirs and assigns forever, all such right and title as it, the said Grantor, has or ought to have in and to the following described easement, situated in the Village of Richfield, County of Summit, and State of Ohio.

"Future Thoroughfare and Utilities Easement" previously reserved by Grantor in the real property situated in the Village of Richfield, County of Summit, State of Ohio and known as being part of Original Lots 9, 11 & 12 of said Township and more fully described as follows:

Beginning at an iron pin which the northeasterly corner of Lot 6 of Garden Forest Estates as recorded in Plat Book 71, Pages 6 & 7 of the Summit County Record of Plats;

Thence S 89° 54' 00" W along the northerly line of said Lot 6 a distance of 265.09 feet to an iron pin;

Thence N 00° 01' 00" E a distance of 124.99 feet to an iron pin;
Thence S 89° 54' 00" W a distance of 236.45 feet to an iron pin;
Thence N 00° 07' 00" E a distance of 208.46 feet to an iron pin;
Thence S 89° 42' 00" E a distance of 52.06 feet to an iron pin;
Thence N 00° 07' 00" E a distance of 508.78 feet to an iron pin;
Thence S 89° 25' 00" E a distance of 48.64 feet to an iron pin;
Thence N 52° 54' 00" E a distance of 478.70 feet to an iron pin;
Thence S 37° 06' 00" E a distance of 29.96 feet to an iron pin;
Thence S 52° 54' 00" W a distance of 379.50 feet to an iron pin;
Thence S 03° 22' 40" E a distance of 50.75 feet to an iron pin;
Thence S 89° 32' 10" E a distance of 204.46 feet to an iron pin;

Thence S 00° 35' 16" E a distance of 607.03 feet to an iron pin;
Thence S 42° 27' 08" E a distance of 167.89 feet to an iron pin;

Thence along the arc of a circle curving to the left having a central angle of 150° 00' 00", a radius of 50.00 feet, a tangent of 186.60 feet, a chord of 96.59 feet, a chord bearing N 14° 54' 00" W and an arc length of 130.90 feet to an iron pin which is the True Place of Beginning and containing 7.2116 Acres of land, more or less, as surveyed in May, 1988 by Gary R. Rouse, Registered Surveyor with Giffels, Bergstrom & Fricker, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, so that neither the said Grantor, nor its successors or assigns, nor any other persons claiming title through or under it, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof the Village of Richfield, Ohio sets its hand,

By: 

Name: RALPH R. WASZAK, SR.

Title: MAYOR

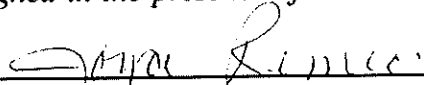
By: 

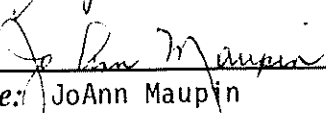
Name: ELEANOR LUKOVICS

Title: FINANCE DIRECTOR

this 11th day of October, A.D. 1995.

Signed in the presence of

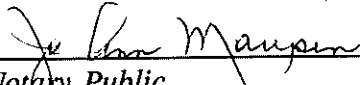

Name: Joyce Remeck


Name: JoAnn Maupin

The State of Ohio,)
)
) ss.
SUMMIT County,)

Before Me, a Notary Public in and for said County, personally appeared the above named Village of Richfield, Ohio, by Ralph R. Waszak, Sr., its Mayor and Eleanor Lukovics, its Finance Director who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of the Village of Richfield and the free act and deed of each of them personally and as such officers.

In Testimony Whereof I have hereunto set my hand and official seal at Richfield, Ohio, this 11th day of October, 1995.



Notary Public
JOANN MAUPIN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Oct. 10, 2000

This instrument prepared by:

Charles T. Riehl, Esq.
Law Director
Village of Richfield, Ohio
1300 Terminal Tower
Cleveland, OH 44113-2253
(216) 781-1212