

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN EASEMENT AGREEMENT WITH SCOTT B. JOHNSTON AND JENNIFER JOHNSTON 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 Humphrey Road culvert, it is in the best interests of the Village to enter into an Easement Agreement with Scott B. Johnston and Jennifer Johnston, husband and wife (Grantors), for Installation and Maintenance of a Storm Sewer Facility (culvert) and Appurtenances for the benefit of the residents of the Village and Grantors.

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 Scott B. Johnston and Jennifer Johnston, husband and wife (Grantors), for Installation and Maintenance of a Storm Sewer Facility (culvert) and Appurtenances for the benefit of the residents of the Village and Grantors, substantially in accordance with the easement agreement which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

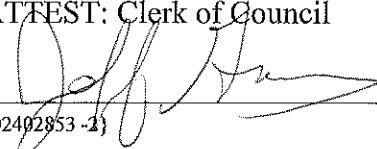
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that the deliberations of the Council and any of its committees that resulted in such formal action were in meetings 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 Humphrey 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.

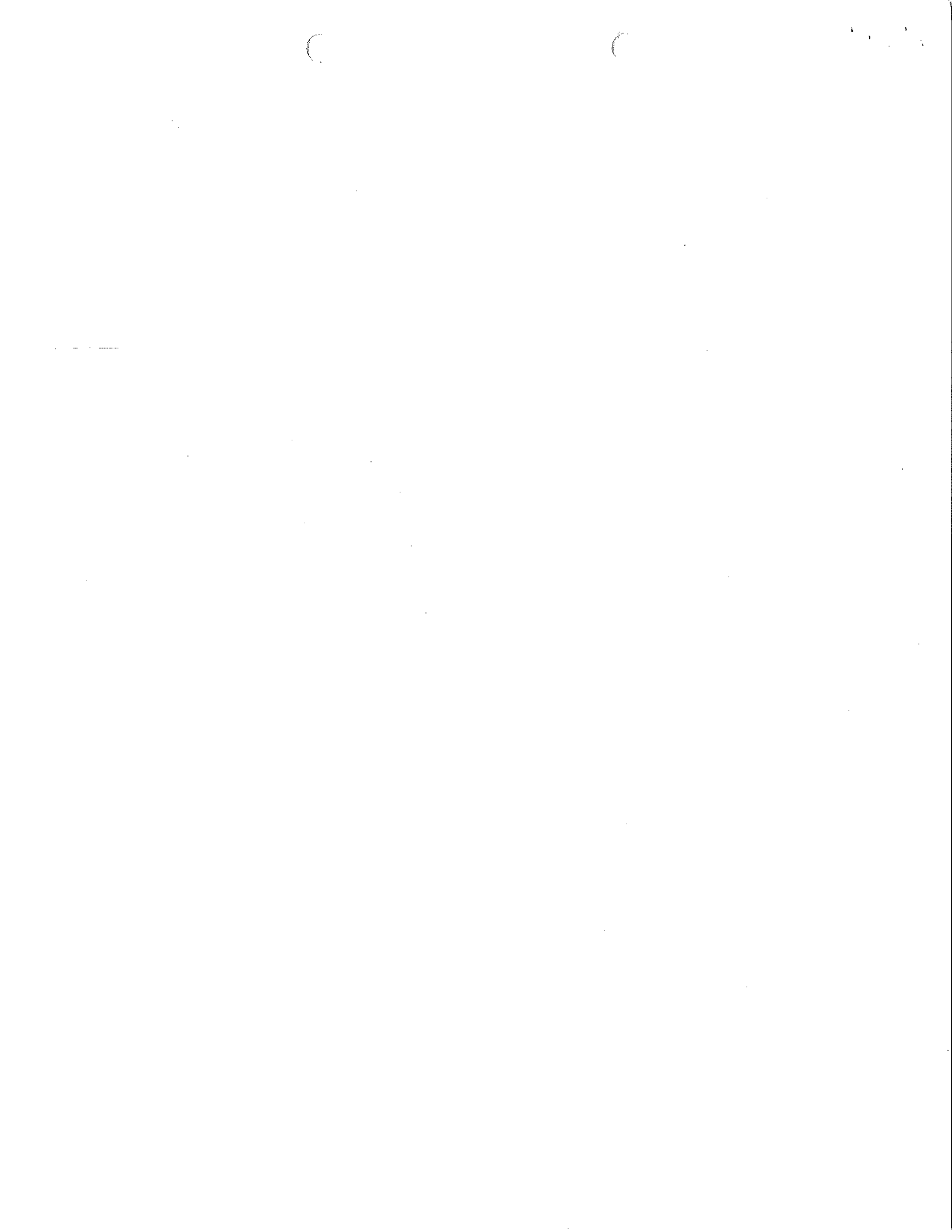
PASSED: 5-15-18

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

ATTEST: Clerk of Council  
  
\_\_\_\_\_  
{02402853 -4}

Dated: 5-15-18



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

This Easement Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Scott B. Johnston and Jennifer Johnston, husband and wife, whose tax mailing address is \_\_\_\_\_, Richfield, Ohio 44286 (“Grantors”), and the Village of Richfield, an Ohio municipal corporation (“Grantee”).

RECITALS:

1. Grantors are the owners 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. Grantors desire to grant to Grantee a non-exclusive perpetual easement for the construction and maintenance of a storm sewer and appurtenances located on the Premises.

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

1. Grantors, for themselves, their heirs, personal representatives and assigns, and upon the terms and subject to the conditions of this Agreement, give, grant and convey 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. Notwithstanding the foregoing, the restoration, repair and landscaping obligations of Grantee shall also be subject to the requirements of Exhibit B, attached.

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. Grantors 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, Grantors shall have the right to use the easement for any purposes not inconsistent with the rights granted in this easement.
5. Grantors warrant and represent that they have 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. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors, representatives and assigns.
7. The easement herein granted shall run with the land.
8. The Grantors, for valuable consideration, quit claim unto the Grantee and forever release all of his/her right and expectancy of dower in the Premises.
9. If requested by Grantee, Grantors 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. 50-00386; Doc. No. 55773856

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**  
(Signatures on following page)

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

“Grantors”

\_\_\_\_\_  
Scott B. Johnston, husband

\_\_\_\_\_  
Jennifer Johnston, wife

“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 Scott B. Johnston and Jennifer Johnston, who acknowledged that they did sign the foregoing instrument and that the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Richfield, Ohio the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 0.0197 ACRE PERMANENT SEWER EASEMENT

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Situated in the Village of Richfield, County of Summit, State of Ohio, and being part of Lot No. 22, Tract No. 1, Previously Richfield Township, as conveyed to Jennifer Johnston and Scott B. Johnston (hereinafter known as the "Grantor") by Doc. No. 55773856 of the records of said county:

Beginning at a point on the Grantor's north line, the south line of a parcel conveyed to Kevin M. Hudak (Doc. No. 56050350), and the west right of way line of Humphrey Road (60' R/W), said point being witnessed by a ¾" pinch-top pipe found bearing South 88 Degrees 28 Minutes 47 Seconds West, a distance of 0.28 feet; thence with the western right of way line of Humphrey Road South 00 Degrees 18 Minutes 23 Seconds East, a distance of 69.07 feet to a 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 with said west right of way line **South 00 Degrees 18 Minutes 23 Seconds East**, a distance of **35.17 feet** to a point;
2. Thence **North 84 Degrees 41 Minutes 46 Seconds West**, a distance of **26.24 feet** to a point;
3. Thence **North 05 Degrees 18 Minutes 14 Seconds East**, a distance of **35.00 feet** to a point;
4. Thence **South 84 Degrees 41 Minutes 46 Seconds East**, a distance of **22.81 feet** to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains 0.0197 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. 5000386.

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 7, 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.  
Alba GPD Group

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



North: 576472.4008' East: 2203416.7139'

Segment #1 : Line

Course: S00° 18' 23"E Length: 35.17'  
North: 576437.2313' East: 2203416.9020'

Segment #2 : Line

Course: N84° 41' 46"W Length: 26.24'  
North: 576439.6569' East: 2203390.7743'

Segment #3 : Line

Course: N05° 18' 14"E Length: 35.00'  
North: 576474.5070' East: 2203394.0097'

Segment #4 : Line

Course: S84° 41' 46"E Length: 22.81'  
North: 576472.3985' East: 2203416.7220'

Perimeter: 119.22' Area: 0.0197acres  
Error Closure: 0.0084 Course: S74° 12' 14"E  
Error North: -0.00229 East: 0.00809

Precision 1: 14192.86



**EXHIBIT B**

**(To Be Attached)**

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