

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN EASEMENT AGREEMENT WITH THE RICHFIELD TOWNSHIP TRUSTEES FOR THE STREETScape AT THE CORNER OF BRECKSVILLE ROAD AND STATE ROUTE 303

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 enter into an Easement Agreement with the Richfield Township Trustees for the Streetscape Project at the corner of Brecksville Road and State Route 303, a copy of which easement 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: March 2, 1999

Michael Lyons
President of Council

Donald W. Larsen
Mayor

Dated: 3/3/99

ATTEST:

Carole Gibson
Clerk of Council

EXHIBIT "A"

EASEMENT

THIS EASEMENT, granted the ____ day of _____, 1999 by and between RICHFIELD TOWNSHIP, 4410 West Streetsboro Road, Richfield, Ohio 44286 ("Grantor") and the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286 ("Grantee").

WHEREAS, Grantor owns certain park property ("the property") located at the corner of Brecksville and Route 303, a legal description of which is attached hereto as Exhibit A and incorporated herein fully as if by reference; and

WHEREAS, Grantor wishes to allow Grantee the right to enter upon and improve Grantor's property to construct and maintain a certain Master Streetscape Plan; and

WHEREAS, Grantee has applied for and has obtained funds from the State of Ohio to assist in the construction of the Master Streetscape Plan; and

WHEREAS, the Grantee has committed that it will utilize the streetscape funds together with Grantee's Capital Improvement Funds on Grantor's property in a manner mutually agreeable; and

WHEREAS, Grantor and Grantee commit to keep the property as a park for the entire community.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Grantor hereby grants to Grantee a non-exclusive easement for the purposes of entering upon, constructing, maintaining, repairing, replacing and beautifying Grantor's property with a Master Streetscape Plan for the Historic District. Grantee commits that it will present drawings for the Master Streetscape Plan to the Grantor prior to installing the same.

2. Grantee further agrees that it shall be solely responsible for the construction of the streetscape in accordance with the approved plans. Funding for the construction shall be provided

by the streetscape grant Grantee has obtained from the State of Ohio together with such other funds as may be necessary from Grantee's Capital Improvement Funds.

3. Grantee agrees to, during the course of this easement, maintain liability and property damage insurance in the \$1,000,000/\$1,000,000 with Grantor named as an additional named insured under the insurance policy.

4. The term of this easement shall be twenty five years, with the option to renew vested in the Grantee for three additional twenty five year terms. Grantee shall exercise the option to renew by delivering written notice to Grantor during the final year of the term.

5. Grantor and Grantee commit that the property during the term of this easement shall be used exclusively for park purposes to be open to residents of the entire Richfield Community.

6. This easement may be modified by the agreement of Grantor and Grantee which modification shall be in writing and approved by the governing bodies of each respective party.

IN WITNESS WHEREOF, the parties have set their hands as of the date above written at Richfield, Ohio.

Signed and acknowledged in the presence of:

RICHFIELD TOWNSHIP

Trustee

Trustee

Trustee

VILLAGE OF RICHFIELD

By _____
Its Mayor

And _____
Its Financial Director

Approved as to form:

Law Director
Village of Richfield

FISCAL OFFICER'S CERTIFICATE

The undersigned being the Finance Director of the Village of Richfield, pursuant to Code Section 5705.41, certifies that the amount required to meet the obligation of this agreement has been lawfully appropriated for such purpose and is in the Treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Finance Director, Village of Richfield

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Richfield Township by _____, its Trustee, _____ its Trustee and _____ its Trustee, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this ____ day of _____, 1999.

NOTARY

My Commission expires:

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 by _____, its Mayor and _____ its Finance Director, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this ____ day of _____, 1999.

NOTARY

My Commission expires:
