

RESOLUTION NO. 70-1997

Offered by The Mayor and All of Council

A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM
ELIZABETH KARNOSH, TRUSTEE

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

SECTION 1. That this Council does hereby accept a Storm Sewer Easement from Elizabeth Karnosh, Trustee, 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:


November 4, 1997


President of Council


Mayor

Dated: 11/5/97

ATTEST:


Clerk of Council

STANDARD EASEMENT FOR THE
INSTALLATION AND MAINTENANCE OF
A STORM SEWER AND STORM DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS that I, ELIZABETH KARNOSH, TRUSTEE, the Grantor herein, for valuable consideration received and to be received to my full satisfaction, do hereby give, grant, bargain and convey to the VILLAGE OF RICHFIELD, a municipal corporation of the State of Ohio, the Grantee herein, a perpetual easement for the purpose hereinafter mentioned in the following described premises, to-wit:

“A Copy Of The Legal Description Is
Attached Hereto As Exhibit “A”
And Made A Part Hereof As If
Fully Written Herein”

In consideration of the mutual covenants herein contained, the Grantor hereby gives, grants and conveys unto said Grantee the right and easement to enter upon said premises and to lay, install, repair and maintain therein a storm system and appurtenances, and the making of all repairs therewith that in the opinion of the Grantee, its successors or assigns, may be necessary at any time, to do any other thing that may be necessary or advisable in the judgment of said Grantee, its successors and assigns, in order to maintain or operate said system and appurtenances in accordance with the ordinances, rules and regulations of the Village of Richfield and protection of said Grantee now in force or that may hereafter be adopted. The Village shall be responsible for all costs in connection with the installation and maintenance of said sewers.

The Grantor hereby restricts said premises within the limits of the above described easement against the construction thereon of any buildings of a temporary or permanent type, excepting any sidewalks and/or pavements, or the construction in, over or adjacent to the above described easement

of any tunnels, sewers, ducts, pipes or pole lines within the limits of the above described easement which cross over or under said easement at any angle more than forty-five (45) degrees with the center lines of the storm sewer or with clearance of less than two (2) feet above or below said sewers. Further to restrict the storing or placing of any materials or otherwise interfering with the access to or the maintenance of the storm sewer or appurtenances and also against the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility for the maintenance of said storm sewer and appurtenances.

The Grantor hereby reserves the right to use said premises within the limits of the above described easement for the passage or transportation of personnel, materials or equipment over or across the described easement and to make such other use of said premises within the limits of the above described easement as are not herein expressly prohibited by and are not inconsistent with the rights and easement hereby granted.

TO HAVE AND TO HOLD the above granted easement, storm sewer and appurtenances and further additions installed by Grantee to said storm sewer and appurtenances in, over and subject to above described premises, for the purpose above mentioned unto said Grantees forever.

It is the intent of this conveyance that neither the filing of this Deed or conveyance, its acceptance by the Grantee nor any other circumstance shall be construed as a dedication of or as an agreement by the Grantee to accept for dedication the premises herein described for public use as a street.

And the Grantor does for herself, her successors and assigns covenant with the said Grantee and its successors and assigns that at and until the sealing of these presents, she is well seized of the above described premises as a good and indefeasible estate in fee simple and has good right to bargain and grant the same in manner and form as above written and that she will warrant and defend

said premises with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purpose herein described.

It is agreed that whatever party is named in this instrument there shall be intended and included, in each case, that party, his or her heirs, administrators, its successors and/or assigns.

IN WITNESS WHEREOF, the undersigned have set their hands at Richfield,
Ohio this 30th day of October, 1997.

Signed in the presence of:

Jeane Maupin
Robert Wilkinson

Sammy Kang
Ruth Jocek
Sammy Kang

GRANTOR:

Elizabeth Karnosh
Elizabeth Karnosh, Trustee

GRANTEE:
VILLAGE OF RICHFIELD

By: Paul W. Larson
Its Mayor

And: Eleana Lukovci
Its Finance Director

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Elizabeth Karnosh, Trustee, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Richfield,
Ohio this 30th day of October, 1997.

Jo Ann Maupin
Notary Public

My Commission expires: October 10, 2000

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

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 Donald Larsen, 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 personally and as such officers and the free act and deed of said Village of Richfield.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Richfield,
Ohio this 7th day of November, 1997.

Jo Ann Maupin
Notary Public

My Commission expires: October 10, 2000

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

The legal form of the within instrument
is approved.



Charles T. Riehl, Law Director
Village of Richfield

Date: 12/2/97

Approved by the Council of the Village of
Richfield by Resolution No. 70-1997
passed November 4, 1997



Carole Gibson, Clerk of Council

Date: November 19, 1997

This instrument prepared by:

Charles T. Riehl, Esq.
1300 Terminal Tower
Cleveland, Ohio 44113

ELEWSKI & ASSOCIATES, INC.
CIVIL, MUNICIPAL ENGINEERING CONSULTANTS

E-1685

7311 VALLEY VIEW DRIVE INDEPENDENCE, OHIO 44131

(216) 447-0175 FAX (216) 447-3077

September 17, 1997

EXHIBIT "A"

Legal Description of a Storm Sewer
And Storm Drainage Easement
Across a Parcel of Land Conveyed to
Elizabeth F. Karnosh, Trustee of the 1996
Elizabeth F. Karnosh Living Trust

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Original Richfield Township Lots Nos. 9 and 10, Tract No. 4, and further known as part of a parcel of land conveyed to Elizabeth F. Karnosh, Trustee of the 1996 Elizabeth F. Karnosh Living Trust by deed recorded in OR 2088, Page 623 of Summit County Deed Records, bounded and described as follows:

Beginning at the intersection of the centerlines of Brushwood Road, 60 feet wide and Berkly Road, 60 feet wide, said intersection also being the southwesterly corner of the aforesaid parcel of land;

Thence Northerly, 165 feet along the centerline of Berkly Road to a point;

Thence Easterly, 30 feet to the easterly line of Berkly Road and the Principal Point of Beginning of a 30 foot wide Storm Sewer Easement lying 15 feet on each side of the following described line;

Thence continuing Easterly, 20.00 feet to a point, extending and shortening the sidelines so as to begin at the aforesaid easterly line of Berkly Road, be the same more or less but subject to all legal highways and containing 600 square feet of land.

Bearings are to an assumed meridian and are used to denote angles only.