

RESOLUTION NO. 71 -1997

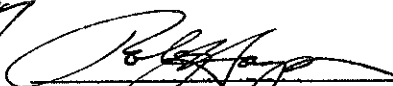
Offered by The Mayor and All of Council

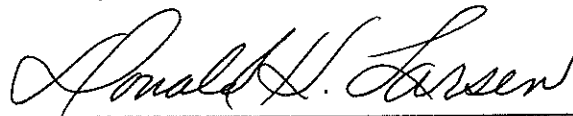
A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM DALE AND KIMBERLY KAPSAR

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 Dale and Kimberly Kapsar, 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 we, DALE KAPSAR and KIMBERLY KAPSAR, husband and wife, whose address is 4077 Humphrey Road, Richfield, Ohio (collectively, the "Grantor" herein), for Five Hundred Dollars (\$ 500.00 ) and other valuable consideration received and to be received to our 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:

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

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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 31<sup>st</sup> day of October, 1997.

Signed in the presence of:

Eleana Lakorci  
Robert Wilkinson

GRANTOR:

Dale Kapsar  
Dale Kapsar

Kimberly Kapsar  
Kimberly Kapsar

GRANTEE:  
VILLAGE OF RICHFIELD

By: Donald W. Larsen  
Its Mayor

And: Eleana Lakorci  
Its Finance Director

Sammy Wang  
Ruth Jock  
Sammy Wang  
Ruth Jock

STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Dale Kapsar and Kimberly Kapsar, husband and wife, 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 Richfield, Ohio this 31<sup>st</sup> day of October, 1997.

Eleanor Lukovics  
Notary Public

My Commission expires: June 28, 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 7<sup>th</sup> day of November, 1997.

JoAnn Maupin  
Notary Public

My Commission expires: October 10, 2001

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. 71-1997 passed November 4, 1997



Carolé Gibson, Clerk of Council

Date: November 19, 1997

This instrument prepared by:

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

March 15, 1996

LEGAL DESCRIPTION  
OF A STORM SEWER AND DRAINAGE EASEMENT  
ACROSS LAND CONVEYED TO DALE AND KIMBERLY KAPSAR  
VILLAGE OF RICHFIELD

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of that land conveyed to Dale and Kimberly Kapsar by deed recorded in Volume 7111, Page 757 of Summit County Records, of part of Original Richfield Township Lot 20, Tract 1, bounded and described as follows:

Beginning in the easterly line of Humphrey Road, 60 feet wide, at its intersection with the northerly line of said land conveyed to Dale and Kimberly Kapsar;

Thence South  $00^{\circ}10'39''$  East, along said easterly line, 23.00 feet to the principal Point of Beginning of the easement described herein;

Thence North  $89^{\circ}49'21''$  East, 15.00 feet to a point;

Thence South  $00^{\circ}10'39''$  East, 20.00 feet to a point;

Thence South  $89^{\circ}49'21''$  West, 15.00 feet to the easterly line of Humphrey Road;

Thence North  $00^{\circ}10'39''$  West, along said easterly line, 20.00 feet to the principal Point of Beginning and containing 0.0069 acres (300 square feet) of land, be the same more less but subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.