

EASEMENT FOR THE INSTALLATION AND MAINTENANCE
OF A STORM SEWER

Mr. and Mrs. Bresson whose address is 5377 Fox Run
DRIVE, hereinafter referred to as
"Grantors", for \$10.00 and other valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, paid
and provided by the VILLAGE OF RICHFIELD, OHIO, a municipal
corporation, whose address of 7301 Brecksville Road,
Independence, Ohio 44131, hereinafter referred to as
"Grantee", does grant, sell and convey unto Grantee, its
successors and assigns, a perpetual and permanent easement
for the purposes hereinafter described in, under, upon and
across the following described premises which are:

Situated in the Township of Richfield, County of
Summit and State of Ohio and known as being part
of Sublot No. 9 in Hawthorne Estates of part of
Original lots 1 and 2, Tract 4 and part of Original
lots 4 and 8, Tract 6, as shown by the recorded
Plat in Book 54, Pages 22, 23 and 24 of Summit
County Map Records, bounded and described as
follows:

Beginning at a point in the northeast right-of-way
line of Fox Run Drive, 50.00 feet wide, said point
being distant North 63-17-15 West, 38.00 feet from
the southeast corner of Sublot No. 9;

thence North 63-17-15 West, along the said northeast
right-of-way line of Fox Run Drive, a distance of
20.62 feet;

thence North 40-48-18 East, a distance of 70.53 feet;

thence North 71-36-18 East, a distance of 34.29 feet
to a point in the east line of said Sublot No. 9;

thence South 16-10-27 West, along the said east line
of Sublot No. 9, a distance of 24.29 feet;

thence South 71-36-45 West, a distance of 15.00 feet;

thence South 40-48-18 West, a distance of 60.00 feet
to the place of beginning and containing 0.0413 acres
of land as described by HOWARD R. SELEE and ASSOCIATES,
INC., Professional Land Surveyors, dated May 21, 1993,
be the same more or less, but subject to all legal
highways. The bearings in this description are oriented
to an arbitrary meridian and intricate angular
relationships only.

TO HAVE AND TO HOLD THE above granted and bargained easements and rights in, to, under and across said premises unto the said Grantee, its successors and assigns forever.

This perpetual and permanent easement grants to Grantee the right and easement to enter on the premises and to remove trees and other landscaping features therefrom to lay, install, inspect, operate, repair, maintain, replace and reconstruct storm sewers together with manholes and all other necessary appurtenances thereto, including the installing and maintaining of pipes, and the making of all repairs to and/or replacements and/or restrictions of storm sewers and all appurtenances connected therewith, that in the opinion of the Grantee, its successors or assigns, may be necessary at any time; to do anything that may be necessary or advisable in the judgement of the Grantee, its successors or assigns, in order to maintain or operate the sewers, pipes and appurtenances in accordance with the ordinances, and rules and regulations for the management and protection of Grantee.

Grantors hereby agree to restrict against and not to use the premises granted in this easement for (1) the construction thereon of any buildings or structures of a temporary or permanent type, and/or (2) the storing or placing of any materials, equipment or other obstructions thereon, or otherwise interfering with the access to or the maintenance of sewers and appurtenances, and also to restrict the planting or sufferance thereon or in such proximity thereto of trees or such root characteristics as may injure or interfere with the efficient operation of sewers and appurtenances. In the event Grantors, their heirs or assigns, desire to build over, encroach upon, change the grade, relocate the stream enclosed by the sewer or otherwise utilize all or any portion of the easement granted herein, Grantors shall obtain the prior written consent of Grantee, its successors or assigns, prior to conducting any such activity. Grantee shall have no duty to grant its consent to any such request.

It is the intent of this easement that neither the granting nor recording of this easement, nor its acceptance by Grantee nor any other circumstance shall be construed as dedication of the premises herein described for public use a street or highway.

And Grantors, their heirs and assigns, covenant with Grantee, its successors and assigns, that, at and until the sealing of these presents, the Grantors are well-seized of the above-described premises as a good and indefeasible estate in fee simple, have good right to bargain and grant the same in the manner and form as above written, that said premises are free and clear of all encumbrances except current taxes and assessments not yet due and payable, zoning ordinances and easements of record, if any, and will warrant

and defend said premises with appurtenances thereunto belonging to Grantee, its successors and assigns, against all lawful claims and demands whatsoever for the purposes herein described, except as hereinabove provided.

And I, Raymond G Bresson, spouse of said Mrs. Bresson, and I Janice G. Bresson, spouse of said Ray Bresson, do hereby release remise and forever quit claim to Grantee, its successors and assigns all of my right of dower in said premises.

This instrument shall be binding upon and shall inure to the benefit of the successors, heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed on this 13 day of July, 1993.

Signed and acknowledged in the presence of:

[Signature])
_____) Mrs. Bresson
[Signature])
_____) Ray Bresson

STATE OF OHIO)
COUNTY OF Washington) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Mr. and Mrs. Ray Bresson who acknowledged that they did sign the foregoing instrument and the same is their free act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at [Signature], Ohio this 13 day of July, 1993.

[Signature]
Notary Public

My Commission Expires: 20 21 1997
BARBARA CHRISTINA MARY PACE
Notary Public
My Commission Expires Feb. 24, 1997