

A RESOLUTION ACCEPTING THREE EASEMENTS IN CONNECTION WITH THE PROJECT TO IMPROVE THE TRAFFIC SIGNAL AT THE INTERSECTION OF BROADVIEW ROAD AND STATE ROUTE 303 AND DECLARING AN EMERGENCY

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

SECTION 1. That the Village does hereby accept three (3) easements attached hereto as Exhibit "A", "B" and "C" in connection with the project to improve the traffic signalization at the intersection of Broadview Road and State Route 303.

SECTION 2. That the Clerk of Council shall cause these easements to be recorded with the Summit County Recorder's Office.

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 to further the traffic signalization project referred to above; wherefore, provided this Resolution receives the affirmative 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: July 7, 1992

[Signature]
President of Council

[Signature]
Mayor

Dated: 7/7/92

ATTEST:
[Signature]
Clerk of Council

Peg

Resolution 33-1992

EASEMENT FOR THE INSTALLATION AND
MAINTENANCE OF TRAFFIC SIGNAL

KNOW ALL MEN BY THESE PRESENTS, that ROBERT G. ROHAL and ROSE MARIE ROHAL (the "Grantors") for and in consideration of the sum of Ten Dollars (\$10.00) received to their full satisfaction from the VILLAGE OF RICHFIELD, OHIO (the "Grantee") located at 4410 West Streetsboro Road, Richfield, Ohio 44286, do hereby and for their heirs and assigns, grant, sell and convey unto Grantee, a perpetual and permanent easement for the purposes hereinafter described in, under, upon and across the following described premises which is situated in the Township of Richfield, County of Summit and State of Ohio and more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE above granted and bargained easement 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 install, inspect, operate, repair, maintain and replace a traffic signal for highway purposes together with all other necessary appurtenances thereto, including the installing and maintaining of service connections and the making of all repairs to and/or replacements of the traffic signal 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 judgment of the Grantee, its successors or assigns, in order to maintain or operate the traffic signal and

appurtenances in accordance with any applicable laws, ordinances, rules or regulations.

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, (excepting sidewalks and driveway pavements), 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 the traffic signal and appurtenances upon, change the grade, or otherwise utilize all or any portion of the easement granted herein, Grantor 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 as 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, have 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 for valuable consideration, ROBERT G. ROHAL and ROSE MARIE ROHAL do each hereby release, remise and quit-claim unto the VILLAGE OF RICHFIELD, its successors and assigns, all of their right and dower in said premises for the term of this easement for the purposes set forth herein.

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 14th day of October, 1991.

Signed and acknowledged
in the presence of:

Karen Lukowicz
John E. Walsh
Karen Lukowicz
John E. Walsh

Robert G. Rohal
ROBERT G. ROHAL

Rose Marie Rohal
ROSE MARIE ROHAL

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named ROBERT G. ROHAL and ROSE MARIE ROHAL 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 Rickfield, Ohio this 14th day of October 1991.

Jo Ann Maupin
Notary Public
My Commission expires
10-10-95

This instrument was prepared by:

Charles T. Riehl, Esq.
1215 Terminal Tower
Cleveland, Ohio 44113

JO ANN MAUPIN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Oct. 10, 1995

EXHIBIT "A"

Situated in the State of Ohio, County of Summit, Township of Richfield, Lot 8, Tract No. 2, being a part of a parcel of land, now or formerly owned by Robert G. Rohal and Rose Marie Rohal and more fully described as follows:

Commencing for reference at an iron monument in the centerline of Broadview Road (S.R. 176), at its intersection with the centerline of Streetsboro Road (S.R. 303);

Thence, North 87°-13'-00" west along the centerline of S.R. 303, a distance of 19.17 feet to a point on the existing centerline of S.R. 303;

Thence, South 2°-47'-00" west a distance of 30.00 feet to the point of intersection of the southerly right-of-way line of S.R. 303 and the westerly right-of-way line of S.R. 176;

Thence, North 87°-13'-00" west along the southerly right-of-way line of S.R. 303 a distance of 7.00 feet to a point, said point being the true place of beginning of the parcel herein to be described;

Thence South 2°-47'-00" west a distance of 2.00 feet;

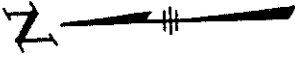
Thence North 87°-13'-00" west a distance of 5.00 feet;

Thence North 2°-47'-00" east a distance of 2.00 feet to a point on the southerly right-of-way line of S.R. 303;

Thence South 87°-13'-00" east along the southerly right-of-way line of S.R. 303 a distance of 5.00 feet to the true place of beginning.

Said parcel contains 10.00 square feet (0.002 Ac.) of land, more or less, and is subject to all legal highways and easements of record.

This description was prepared by Finkbeiner, Pettis & Strout, Limited.



1-WD
AREA = 108.4 SQ. FT.
= 0.0025 AC.

1-WD

S. R. 176

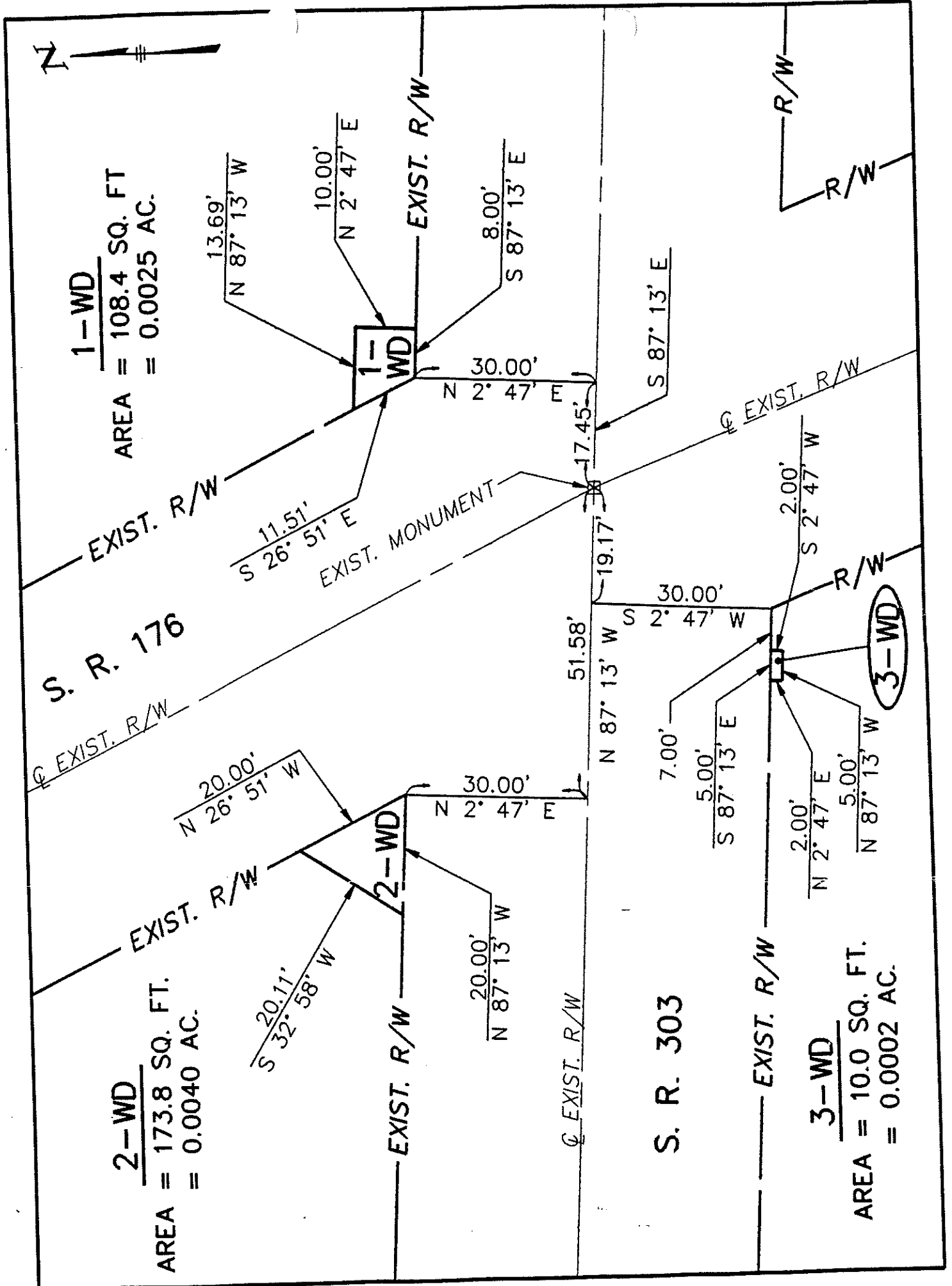
2-WD
AREA = 173.8 SQ. FT.
= 0.0040 AC.

2-WD

S. R. 303

3-WD
AREA = 10.0 SQ. FT.
= 0.0002 AC.

3-WD



EASEMENT FOR THE INSTALLATION AND
MAINTENANCE OF TRAFFIC SIGNAL

KNOW ALL MEN BY THESE PRESENTS, that BRADLEY S. RISING (the "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) received to its full satisfaction from the VILLAGE OF RICHFIELD, OHIO (the "Grantee") located at 4410 West Streetsboro Road, Richfield, Ohio 44286, does hereby and for his heirs and assigns, grant, sell and convey unto Grantee, a perpetual and permanent easement for the purposes hereinafter described in, under, upon and across the following described premises which is situated in the Township of Richfield, County of Summit and State of Ohio and more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE above granted and bargained easement 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 install, inspect, operate, repair, maintain and replace a traffic signal for highway purposes together with all other necessary appurtenances thereto, including the installing and maintaining of service connections and the making of all repairs to and/or replacements of the traffic signal 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 judgment of the Grantee, its successors or assigns, in order to maintain or operate the traffic signal and

appurtenances in accordance with any applicable laws, ordinances, rules or regulations.

Grantor hereby agrees 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, (excepting sidewalks and driveway pavements), 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 the traffic signal and appurtenances upon, change the grade, or otherwise utilize all or any portion of the easement granted herein, Grantor 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 as a street or highway.

And Grantor, his heirs and assigns, covenants with Grantee, its successors and assigns, that, at and until the sealing of these presents, the Grantor is well-seized of the above-described premises, has a good and indefeasible estate in fee simple, has 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, ROBIN A. RISING, spouse of said BRADLEY S. RISING, do hereby release, remise and quit-claim unto the VILLAGE OF RICHFIELD, its successors and assigns, all of my right and dower in said premises for the term of this easement for the purposes set forth herein.

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 9th day of November, 1991.

Signed and acknowledged
in the presence of:

Kay Wilson

Laura Arnold

BRADLEY S. RISING
Robin A. Rising

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named BRADLEY S. RISING (and
ROBIN A. RISING), who acknowledged that he/they
did sign the foregoing instrument and the same is his/their free
act and deed.

IN WITNESS WHEREOF, I have set my hand and official seal at
Cleveland, Ohio this 5th day of November 1991.

Harry F. Beck
Notary Public

My Commission expires

OCTOBER 18, 1992

This instrument was prepared by:

Charles T. Riehl, Esq.
1215 Terminal Tower
Cleveland, Ohio 44113

HARRY F. BECK
Notary Public, State of Ohio - Cuya. Cty.
My Commission Expires Oct. 18, 1992

EXHIBIT "A"

GRANTOR: BRADLEY S. RISING
DEED VOLUME: 6995, PAGE 461

RICHFIELD SIGNAL REPLACEMENT
WARRANTY DEED DESCRIPTION
PARCEL: 1-WD

Situated in the State of Ohio, County of Summit, Township of Richfield, Lot 22, Tract No. 1, being a part of a parcel of land, now or formerly in the name of Bradley S. Rising as recorded in Volume 6995, Page 461 of the Summit County Deed Records, and more fully described as follows:

Commencing for reference at an iron monument in the centerline of Broadview Road (S.R. 176), at its intersection with the centerline of Streetsboro Road (S.R. 303);

Thence, South 87°-13'-00" East along the centerline of S.R. 303 a distance of 17.45 feet to a point on the existing centerline of S.R. 303;

Thence, North 2°-47'-00" East a distance of 30.00 feet to the point of intersection of the northerly right-of-way line of S.R. 303 and the easterly right-of-way line of S.R. 176, said point being the true place of beginning of the parcel herein to be described;

Thence, South 87°-13'-00" East along the northerly right-of-way line of S.R. 303 a distance of 8.00 feet;

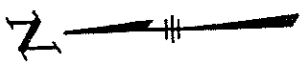
Thence, North 2°-47'-00" East a distance of 10.00 feet;

Thence, North 87°-13'-00" West a distance of 13.69 feet to a point on the easterly right-of-way line of S.R. 176;

Thence, South 26°-51'-00" East along the easterly right-of-way line of S.R. 176 a distance of 11.51 feet to the true place of beginning.

Said parcel contains 108.40 square feet (0.0025 Ac) of land, more or less, and is subject to all legal highways and easements of record.

This description was prepared by Finkbeiner, Pettis & Strout, Limited .



1-WD
 AREA = 108.4 SQ. FT.
 = 0.0025 AC.

1-WD

S. R. 176

EXIST. R/W

20.00'
 N 26° 51' W

EXIST. R/W

2-WD
 AREA = 173.8 SQ. FT.
 = 0.0040 AC.

2-WD

EXIST. R/W

20.11'
 S 32° 58' W

20.00'
 N 87° 13' W

30.00'
 N 2° 47' E

EXIST. MONUMENT

EXIST. R/W

S. R. 303

EXIST. R/W

3-WD
 AREA = 10.0 SQ. FT.
 = 0.0002 AC.

3-WD

13.69'
 N 87° 13' W

10.00'
 N 2° 47' E

EXIST. R/W

8.00'
 S 87° 13' E

30.00'
 N 2° 47' E

17.45'
 S 87° 13' E

EXIST. R/W

19.17'

30.00'
 S 2° 47' W

51.58'

N 87° 13' W

7.00'

5.00'
 S 87° 13' E

2.00'
 N 2° 47' E

2.00'
 S 2° 47' W

5.00'
 N 87° 13' W

R/W

R/W

R/W

EASEMENT FOR THE INSTALLATION AND
MAINTENANCE OF TRAFFIC SIGNAL

KNOW ALL MEN BY THESE PRESENTS, that the BOARD OF TRUSTEES OF RICHFIELD TOWNSHIP, Summit County, Ohio (the "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) received to its full satisfaction from the VILLAGE OF RICHFIELD, OHIO (the "Grantee") located at 4410 West Streetsboro Road, Richfield, Ohio 44286, does hereby and for its successors and assigns, grant, sell and convey unto Grantee, a perpetual and permanent easement for the purposes hereinafter described in, under, upon and across the following described premises which is situated in the Township of Richfield, County of Summit and State of Ohio and more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE above granted and bargained easement 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 install, inspect, operate, repair, maintain and replace a traffic signal for highway purposes together with all other necessary appurtenances thereto, including the installing and maintaining of service connections and the making of all repairs to and/or replacements of the traffic signal 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 judgment of the Grantee, its successors or assigns, in order to maintain or operate the traffic signal and

appurtenances in accordance with any applicable laws, ordinances, rules or regulations.

Grantor hereby agrees 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, (excepting sidewalks and driveway pavements), 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 the traffic signal and appurtenances upon, change the grade, or otherwise utilize all or any portion of the easement granted herein, Grantor 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 as a street or highway.

And Grantor, its successors and assigns, covenants with Grantee, its successors and assigns, that, at and until the sealing of these presents, the Grantor is well-seized of the above-described premises, has a good and indefeasible estate in fee simple, has 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.

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

IN WITNESS WHEREOF, this instrument is executed on this 29th day of October, 1991.

Signed and acknowledged
in the presence of:

Betty Ann Hays
Eleana Lukovics

Betty Ann Hays
Eleana Lukovics

Betty Ann Hays
Eleana Lukovics

TOWNSHIP OF RICHFIELD

By: Daniel O. Emmett
Trustee, Daniel O. Emmett

By: Robert L Luther
Trustee, Robert Luther

By: Daniel J. Sielski, Jr.
Trustee, Daniel J. Sielski, Jr.

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named BOARD OF TRUSTEES OF RICHFIELD
TOWNSHIP 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
Richfield, Ohio this 29th day of October 1991.

Jo Ann Maupin
Notary Public
My Commission expires
JO ANN MAUPIN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Oct. 10, 1995

This instrument was prepared by:

Charles T. Riehl, Esq.
1215 Terminal Tower
Cleveland, Ohio 44113

EXHIBIT "A"

GRANTOR: RICHFIELD TOWNSHIP TRUSTEE'S
VOLUME: UNKNOWN, PAGE UNKNOWN

RICHFIELD SIGNAL REPLACEMENT
WARRANTY DEED DESCRIPTION
PARCEL: 2-WD

Situated in the State of Ohio, County of Summit, Township of Richfield, Lot 22, Tract No. 1, being a part of a parcel of land, now or formerly owned by the Township Trustees' and more fully described as follows:

Commencing for reference at an iron monument in the centerline of Broadview Road (S.R. 176), at its intersection with the centerline of Streetsboro Road (S.R. 303);

Thence, North 87°-13'-00" West along the centerline of S.R. 303 a distance of 51.58 ft. to a point on the existing centerline of S.R. 303;

Thence, North 2°-47'-00" East a distance of 30.00 feet to the point of intersection of the northerly right-of-way line of S.R. 303 and the westerly right-of-way line of S.R. 176, said point being the true place of beginning of the parcel herein to be described;

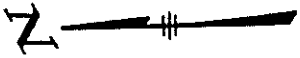
Thence, North 26°-51'-00" West along the westerly right-of-way line of S.R. 176 a distance of 20.00 feet;

Thence South 32°-58'-00" West a distance of 20.11 feet to a point on the northerly right-of-way line of S.R. 303;

Thence, South 87°-13'-00" East along the northerly right-of-way line of S.R. 303 a distance of 20.00 feet to the true place of beginning.

Said parcel contains 173.80 square feet (0.0040 Ac) of land, more or less, and is subject to all legal highways and easements of record.

This description was prepared by Finkbeiner, Pettis & Strout, Limited



1-WD
AREA = 108.4 SQ. FT.
= 0.0025 AC.

S. R. 176

EXIST. R/W

10.00'
N 2° 47' E

13.69'
N 87° 13' W

11.51'
S 26° 51' E

1-WD

EXIST. R/W

8.00'
S 87° 13' E

30.00'
N 2° 47' E

17.45'

S 87° 13' E

EXIST. MONUMENT

S. R. 303

51.58'
N 87° 13' W

2-WD
AREA = 173.8 SQ. FT.
= 0.0040 AC.

EXIST. R/W

20.00'
N 26° 51' W

20.11'
S 32° 58' W

2-WD

EXIST. R/W

30.00'
N 2° 47' E

20.00'
N 87° 13' W

EXIST. R/W

EXIST. R/W