

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 240

By: Mr. Maloney

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FROM EDGEBROOK, LLC FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR WATER CIRCULATION PURPOSES ONLY IN THE CITY OF STRONGSVILLE IN CONNECTION WITH EDGEBROOK SUBDIVISION PHASE 2, AND DECLARING AN EMERGENCY.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That the Council hereby authorizes the Mayor to accept a Grant of Easement from Edgebrook, LLC for the installation and maintenance of a water main for water circulation purposes only in the City of Strongsville in connection with Edgebrook Subdivision Phase 2, as more fully set forth in Exhibit "1" attached hereto and made a part hereof by reference.

**Section 2.** That the Clerk of Council is hereby directed to cause the aforesaid Easement to be recorded in the office of the Cuyahoga County Fiscal Officer after its execution.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
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Michael Daymut  
President of Council

Approved: Thomas B. Spurr  
Mayor

Date Passed: December 15, 2014.

Date Approved: December 16, 2014.

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	<u>      </u>
Daymut	<u>✓</u>	<u>      </u>
DeMio	<u>✓</u>	<u>      </u>
Dooner	<u>✓</u>	<u>      </u>
Maloney	<u>✓</u>	<u>      </u>
Schonhut	<u>✓</u>	<u>      </u>
Southworth	<u>✓</u>	<u>      </u>

Attest: Catherine Meneh  
Acting Clerk of Council

ORD. No. 2014-240 Amended:         
1st Rdg. 12-15-14. Ref:         
2nd Rdg. suspended. Ref:         
3rd Rdg. suspended. Ref:       

Pub Hrg.        Ref:         
Adopted: 12-15-14. Defeated:

**CITY OF STRONGSVILLE  
OFFICE OF THE COUNCIL**

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**TO:** Ken Mikula, City Engineer

**FROM:** Tiffany Mekeel, Assistant Clerk of Council

**DATE:** December 16, 2014

**SUBJECT:** Assignment of easements for water circulation purposes  
Edgebrook Subdivision – Phase 2  
Edgebrook, LLC  
Ordinance No. 2014-240

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Attached please find a copy of Ordinance No. 2014-240, authorizing the Mayor to accept an assignment of easements for water circulation purposes from Edgebrook, LLC in connection with Edgebrook Subdivision – Phase 2, along with the original form of the Standard Easement.

In accordance with Section 2 of the Ordinance, please have the easements recorded with the Cuyahoga County Fiscal Office after its execution.

After doing so, please forward the original, recorded documents back to the Council Office to be retained with Ordinance No. 2014-240.

Thank you.

TAM  
Attachments

STANDARD EASEMENT  
FOR THE  
INSTALLATION AND MAINTENANCE OF A WATER MAIN  
FOR CIRCULATION PURPOSES ONLY  
FOR EDGEBROOK SUBDIVISION PHASE 2

We, Edgebrook, LLC, the Grantor herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the City of Strongsville and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Block E-C in the Edgebrook Subdivision Phase 1, of part of Original Strongsville Township Lot No. 67, as shown by the recorded plat in Volume 374 of Maps, Pages 39 and 40 of Cuyahoga County Records and bounded and described as follows:

Beginning at the center of circle of Edgepark Circle, as proposed to be dedicated in the Edgebrook Subdivision Phase 2 Proposed;

Thence N. 22d 23' 21" E., a distance of 60.00 feet to the Northerly end of Edgepark Circle and the Southeasterly corner of Sublot No. 50 Proposed in the Edgebrook Subdivision Phase 2 Proposed, as shown on the Tax Split Map of Blocks PH2-A and PH2-B and PH2-C and the principal place of beginning;

Thence N. 39d 51' 26" E., along the irregular Easterly line of said Sublot No. 50 Proposed, a distance of 75.46 feet to an angle point therein;

Thence N. 02d 35' 56" E., along the irregular Easterly line of said Sublot No. 50 Proposed and along the Easterly line of Sublot No. 80 in said Tax Split Map, a distance of 72.26 feet to an angle point therein;

Thence N. 27d 17' 39" W., along the irregular Easterly line of said Sublot No. 80 Proposed, a distance of 135.09 feet to the Easterly curved end of Edgepark Circle;

Thence Easterly, along the Easterly curved end of Edgepark Circle, a distance of 22.69 feet on the arc of a circle deflecting to the left, whose central angle is 21d 39' 58", whose radius is 60.00 feet and whose chord bears S. 89d 45' 49" E., a distance of 22.55 feet to the Northwesterly corner of Sublot No. 79 in said Tax Split Map;

Thence S. 27d 17' 39" E., along the Southwesterly line of said Sublot No. 79A Proposed and its Southeasterly prolongation, a distance of 135.02 feet;

Thence S. 02d 35' 56" W., a distance of 76.71 feet to the Northwesterly line of Sublot No. 51 Proposed in said Tax Split Map;

Thence S. 39d 51' 26" W., along the Northwesterly line of said Sublot No. 51 Proposed, a distance of 83.60 feet to the Northerly end of Edgepark Circle;

Thence Northwesterly, along the Northerly end of Edgepark Circle, a distance of 20.28 feet on the arc of a circle deflecting to the left, whose central angle is 19d 22' 06", whose radius is 60.00 feet and whose chord bears N. 57d 55' 36" W., a distance of 20.19 feet to the principal place of beginning, be the same more or less, but subject to all legal highways and easements of record.

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assignees.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any water main; or to do any other thing which the Grantees deems to be necessary or advisable in order to operate or maintain said mains and appurtenances in accordance with the ordinances, rules and regulation of the Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises. The water main and appurtenances shall upon completion, and approval by the Grantees, become and remain the property of the Grantee (City of Strongsville) and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantor, the City of Cleveland, now or hereafter in effect.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 - ½) feet above or one and one-half (1 - ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantees' access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the depth of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantees. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantees, become the property of Grantee, the City of Strongsville.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantees from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantees. The Grantor further indemnifies and holds harmless the Grantees from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

The Grantor hereby reserves the right to use the premises for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

The Grantor and the Grantees mutually agree that neither the recording of this instrument nor its acceptance by the Grantees shall be construed as a dedication of the premises or an agreement by the Grantees to accept the premises for dedication for public use as a street.

The Grantor covenants with the Grantees that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantees against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantees forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Cleveland, Ohio this 3<sup>rd</sup> day of November, 2014.

Signed in the Presence of:

GRANTOR:

Linda S. Rerko

EDGEBROOK, LLC

LINDA S. RERKO

(print or type name)

Daniel J. Bailey  
Daniel J. Bailey

JAMES T. SAYLER

(print or type name)

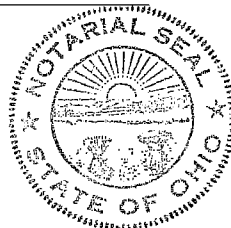
STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Edgebrook, LLC, by Daniel J. Bailey, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 3<sup>rd</sup> day of November, 2014.

The legal form and correctness  
of the within instrument is  
hereby approved:

Linda S. Rerko  
NOTARY PUBLIC  
LINDA S. RERKO  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires Jan. 24, 2017



Daniel J. Bailey  
Director of Law

Thomas B. Quier  
City of Strongsville

December 16, 2014.  
(Date)

Accepted by the Council of the City of Strongsville by

(Resolution/Ordinance) No. 2014-240

Passed December 15, 2014.

William Menez  
Clerk or Assistant

December 16, 2014.  
(Date)

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all the terms and conditions thereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by Section 129.20 of the Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of Cleveland on June 17, 1991.

Signed in the presence of:

CITY OF CLEVELAND

By: \_\_\_\_\_  
Director of Public Utilities

\_\_\_\_\_  
The legal form and correctness  
of the within instrument is  
hereby approved:

\_\_\_\_\_  
Director of Law

By: \_\_\_\_\_  
Assistant Director of Law

Date: \_\_\_\_\_

This Instrument Prepared By:

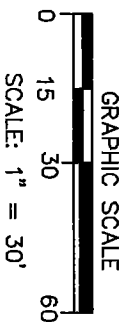
Grantor

# MAP WATER CIRCULATION EASEMENT EDGEBROOK SUBDIVISION PHASE 2

## LEGEND

- O DENOTES 5/8" CAPPED (REITZ ENG) IRON PIN SET.
- M DENOTES 3/4" IRON PIN FOUND IN MON. BOX AND USED

BASED ON C.L. OF WESTWOOD DR.  
BEARING N64°01'04"W



## CURVE DATA

E-C-1	E-C-2
R=60.00	R=60.00
A=21°39'58"	A=19°22'06"
L=22.69	L=20.28
C=22.55	C=20.19
S89°45'49"E	N57°55'36"W

