

**CITY OF HIGHLAND HEIGHTS
RESOLUTION NO. 19 – 2017**

INTRODUCED BY: Mayor Scott E. Coleman

MOTION BY: Council Representative Lisa Marie Stickan

SECONDED BY: Council Representative Chuck Brunello, Jr.

A RESOLUTION ACCEPTING AN EASEMENT FROM ROBERT C. LAWS III AND LYNN M. LAWS FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN ONLY OVER AND ACROSS SAID AREA AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HIGHLAND HEIGHTS, OHIO, THAT:

Section 1. The City of Highland Heights, Ohio hereby accepts the grant of an easement from Robert C. Laws III and Lynn M. Laws over a portion of its premises located in the City of Highland Heights, County of Cuyahoga and State of Ohio, said easement is to be used for the sole purpose of installing and maintaining a water main. A copy of said easement is attached hereto and marked Exhibit "A" and incorporated herein as if fully rewritten.

Section 2 That the Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 3 This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of the City of Highland Heights for the reason that the easement granted herein is necessary to make an essential governmental improvement and the work is to begin on the water main immediately improving the water connections for the citizens of Highland Heights. It shall therefore take place immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

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First Reading: 04/25/2017

Second Reading: Suspended

Third Reading: Suspended

PASSED: April 25, 2017

ATTEST: *Rayna Cahill*
Clerk of Council

EFFECTIVE: 04/26/2017

APPROVED AS TO FORM: _____

Timothy G. Paluf
Timothy G. Paluf, Director of Law

Carly Smith
President of Council

Filed with Mayor: 04/25/2017

APPROVED: 04/25/2017

Ed Chen
Mayor

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY

We Robert C. Laws III and Lynn M. Laws, the Grantor herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the City of Highland Heights, 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 Highland Heights, County of Cuyahoga , State of Ohio, known as being part of the Original Mayfield Township Lot No.3, and bounded and described as follows:

A copy of the legal Description is
attached hereto as Exhibit "A" and
made a part hereof as If fully written
herein.

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, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or 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, meters, connections, pipes 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, K. Hovnanian Aberdeen, LLC 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, including valves and hydrants, shall upon completion, and approval by the Grantees, become and remain the property of the Grantee (City, Village, Township, District) of HIGHLAND HEIGHTS, 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 Grantee, 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 dept 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, Village, Township, District) of HIGHLAND HEIGHTS.

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.

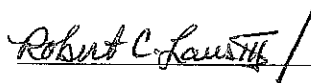
IN WITNESS WHEREOF, the undersigned have hereunto set their hands at this 6th day of

APRIL, 2017.

Signed in the Presence of:


Lynn Laws
(print or type name)

GRANTOR:


ROBERT C. LAWS
(print or type name)

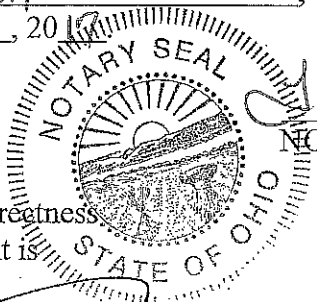
(print or type name)

This Instrument Prepared By:

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Robert Laus III / Lynn Laus, who acknowledged that (he, they) did sign the foregoing instrument and that the same is (his, their) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Corain, OH, this 6th day of April, 2017.



Theresa Dominiak
NOTARY

THERESA A. DOMINIAK
Notary Public • State of Ohio
My Commission Expires 11-25-17

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

[Signature]
Director of Law
Highland Hts
(City, Village, Township, District)

4/25/17
(Date)

Accepted by the Council of Highland Heights by
(Resolution/Ordinance) No. 19-2017

Passed April 25, _____, 2017.

Rigina Cahill

Clerk or Assistant

4-25-2017
(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: _____

20' Water Easement
14001041DE-01c
March 30, 2017
0.0338 acres

Situated in the City of Highland Heights, County of Cuyahoga, and State of Ohio and known as being part of Original Mayfield Township Lot 3, Tract No. 1 and being more fully bounded and described as follows:

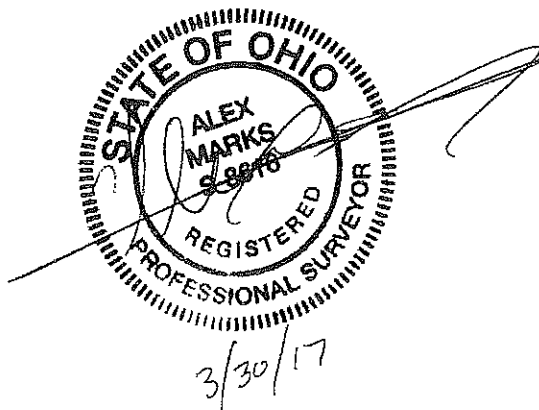
Commencing at the southwesterly corner of S/L 81 of the Legends at Aberdeen Subdivision Phase 6 as recorded in Plat Vol. 370, PG. 09 of the Cuyahoga County Records, thence northeasterly along the northerly line of East Legend Court 50' wide and along the arc of a curve deflecting to the right, a distance of 26.98 feet to the Place of Beginning of the easement herein described, said curve having a radius of 155.00 feet, a delta of $9^{\circ}58'18''$ and a chord distance of 26.94 feet bearing North $46^{\circ}53'22''$ East;

Course No. 1: thence North $22^{\circ}53'13''$ West, a distance of 51.72 feet to a point on the westerly line of said S/L 81;

Course No. 2: thence North $0^{\circ}23'13''$ West along the said westerly line of S/L 81, a distance of 52.26 feet to a point;

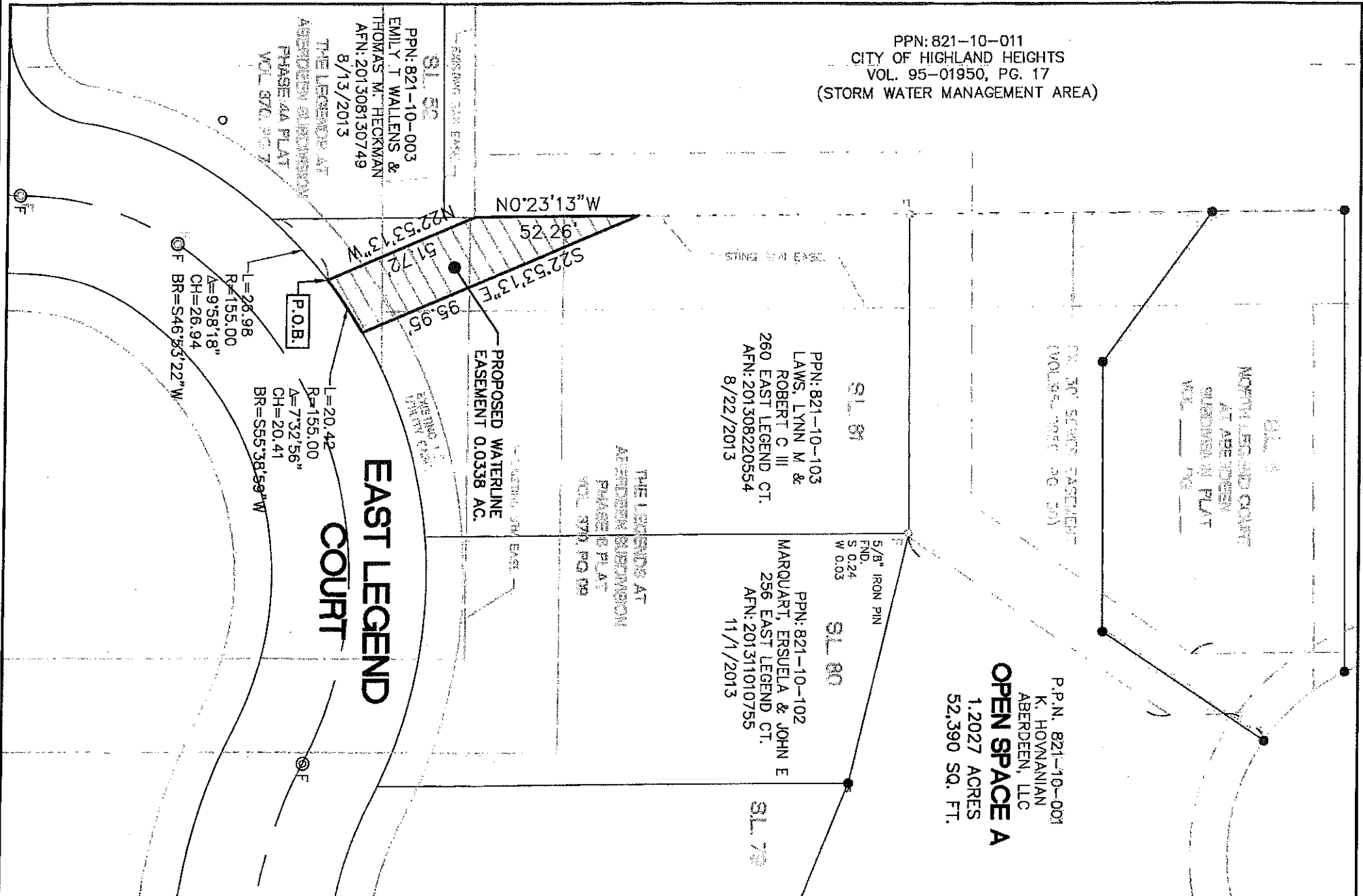
Course No. 3: thence South $22^{\circ}53'13''$ East, a distance of 95.95 feet to a point on the said northerly line of East Legend Court;

Course No. 4: thence southwesterly along the said northerly line of East Legend Court and along the arc of a curve deflecting to the left, a distance of 20.42 feet, said curve having a radius of 155.00 feet, a delta of $07^{\circ}32'56''$, and a chord distance of 20.41 feet bearing South $55^{\circ}38'59''$ West to the place of beginning of the easement herein described, containing 0.0338 acres of land according to a survey by Atwell, LLC dated March 2017 and being the same more or less and being subject to all legal highways and easements.



PPN: 821-10-011
 CITY OF HIGHLAND HEIGHTS
 VOL. 95-01950, PG. 17
 (STORM WATER MANAGEMENT AREA)

P.P.N. 821-10-001
 K. HOVNANIAN
 ABERDEEN, LLC
OPEN SPACE A
 1.2027 ACRES
 52,390 SQ. FT.



CLIENT
K. HOVNANIAN
 20' WATERMAIN
 EASEMENT

JOB#:	14001041	CAD	EX-01c
DR:	MS	CH:	AM
BOOK:	X	PG:	X
SHEET:	1 OF 1	DATE:	03/30/2017
FILE CODE:	14001041EX-01c		

CITY OF HIGHLAND HEIGHTS,
 COUNTY OF CUYAHOGA
 STATE OF OHIO
 PART OF ORIGINAL MAYFIELD
 TOWNSHIP LOT 3

SCALE:
 1 INCH : 40 FEET

ATWELL
 866.850.4200 | www.atwellgroup.com
 7100 E. PLEASANT VALLEY RD., SUITE 220
 INDEPENDENCE, OH 44131
 440.349.2000