

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5023

**A RESOLUTION AUTHORIZING THE MAYOR
TO GRANT A TEMPORARY EASEMENT TO THE
NORTHEAST OHIO REGIONAL SEWER DISTRICT
FOR PP# 601-29-003 FOR THE CHIPPEWA CREEK
BANK STABILIZATION PROJECT; AND
DECLARING AN EMERGENCY**

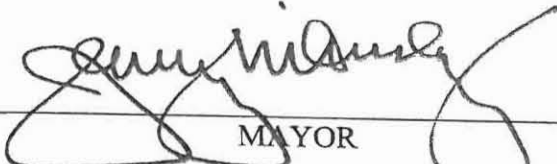
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is, authorized to grant a Temporary Easement to the Northeast Ohio Regional Sewer District for PP# 601-29-003 for the Chippewa Creek Bank Stabilization Project, a copy of which Temporary Easement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

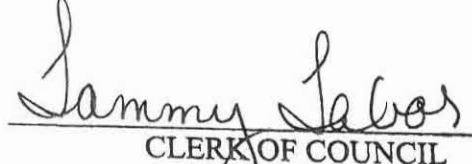
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary for the project to proceed, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: January 21, 2020

APPROVED: January 21, 2020

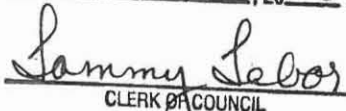


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5023 duly passed by the Council of the City of Brecksville, Ohio, on 1.21, 20 20 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 1.24, 20 20.



CLERK OF COUNCIL

**Temporary Easement
Across PPN 601-29-003
1.9814 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 24. Also being part of the land conveyed to Board of Education of the Brecksville Village School District as recorded in Volume 6414, Page 26 of the Cuyahoga County Records being more definitely described as follows;

Beginning at the northerly corner of Chippewa Creek Condominium Phase 1 as recorded in Volume 91, Page 17 of the Cuyahoga County Map Records;

Thence, South 57° 25' 53" East, 82.16 feet;

Thence, North 66° 50' 57" East, 238.82 feet;

Thence, South 00° 20' 21" West, 78.88 feet;

Thence, along the arc of a curve which deflects to the left, 57.09 feet, said curve having a radius of 50.00 feet, a central angle of 65° 25' 24", and a chord of 54.04 feet which bears South 32° 22' 21" East;

Thence, South 65° 05' 03" East, 14.27 feet;

Thence, South 82° 00' 30" East, 50.59 feet;

Thence, South 00° 00' 54" East, 60.95 feet;

Thence, South 38° 48' 57" West, 25.67 feet;

Thence, South 00° 00' 54" East, 333.77 feet;

Thence, along the arc of a curve which deflects to the left, 57.93 feet, said curve having a radius of 50.00 feet, a central angle of 66° 23' 17", and a chord of 54.75 feet which bears South 33° 12' 33" East;

Thence, South 66° 24' 11" East, 69.13 feet;

Thence, South 89° 51' 36" East, 109.32 feet;

Thence, South 00° 02' 13" West, 118.76 feet;

Thence, South 64° 10' 37" East, 276.75 feet;

Thence, South 47° 29' 41" East, 51.69 feet;

Thence, South 05° 25' 43" East, 64.48 feet to the northerly right of way of Old Royalton Road (width varies);

Thence, along said northerly right of way, North 64° 28' 56" West, 36.29 feet;

Thence, leaving said northerly right of way, North 42° 44' 58" West, 57.83 feet;

Thence, North 66° 13' 02" West, 211.78 feet to the northerly right of way of Old Royalton Road;

**Temporary Easement
Across PPN 601-29-003
1.9814 Acres
Page 2 of 2**

Thence, along said northerly right of way, North 64° 28' 56" West, 218.56 feet;

Thence, leaving said northerly right of way, North 57° 12' 04" East, 30.90 feet;

Thence, North 79° 41' 43" East, 23.29 feet;

Thence, South 86° 22' 38" East, 26.05 feet;

Thence, South 82° 27' 46" East, 33.25 feet;

Thence, North 47° 28' 04" West, 66.56 feet;

Thence, North 64° 20' 40" West, 123.87 feet;

Thence, North 00° 00' 54" West, 409.29 feet;

Thence, along the arc of a curve which deflects to the left, 33.19 feet to the northeasterly corner of Fox Rest Condominium as recorded in Volume 21, Page 35 of the Cuyahoga County Map Records, said curve having a radius of 25.00 feet, a central angle of 76° 03' 20", and a chord of 30.80 feet which bears North 38° 02' 34" West;

Thence, along the northerly line of said Fox Rest Condominium, North 84° 36' 26" West, 346.91 feet to the easterly line of said Chippewa Creek Condominium Phase 1;

Thence, along said easterly line, North 11° 39' 04" East, 99.51 feet to the point of beginning.

Containing within said bounds 1.9814 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in February – May 2019.

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

Trevor A. Bixler 7-11-19

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

KS ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730



EXHIBIT "A"

EASEMENT FOR THE INSTALLATION
OF THE
CHIPPEWA CREEK BANK STABILIZATION PROJECT
Part PPNs: 601-29-003

KNOW ALL MEN BY THESE PRESENTS:

That the City OF BRECKSVILLE, the GRANTOR herein, claiming title by or through instrument recorded in Volume 6414 Page 26, Cuyahoga County Records, for valuable consideration received in full satisfaction, does hereby give, grant, bargain and convey, to the NORTHEAST OHIO REGIONAL SEWER DISTRICT, a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. _____, adopted by its Board of Trustees on _____, the GRANTEE herein, the temporary rights of way and easements, for the purposes hereinafter mentioned, in, upon, over and under the premises described in Exhibit AA" and shown on the plat in Exhibit B attached hereto and made a part hereof.

The easements and rights herein granted shall include the right of the GRANTEE, its agents or employees, of uninterrupted access, ingress, and egress to and from the herein described premises for the purpose of installing and constructing this stormwater project together

with appurtenances; the right to remove trees and other landscaping features within the area of the easement; and to store earth, materials and machinery, and for such other purposes as may be necessary to facilitate the construction, during the period of the original construction of the stormwater project.

During the period of construction, the GRANTEE shall have the right to enclose the temporary easement premises with a temporary security fence for the purpose of prohibiting access onto the easement premises by persons other than the GRANTEE'S authorized agents, representatives and employees. Upon completion of construction, GRANTEE shall remove the temporary fence at its sole expense.

The GRANTOR hereby reserves the right to the use of said premises within the limits of the above describe temporary easements for purposes which are not herein expressly prohibited by, and are not inconsistent with, the easements and rights herein granted.

It is a further condition of this instrument that the GRANTEE shall restore the surface to the condition existing prior to being disturbed, including, but not by way of limitation, the replacement of driveway, sidewalks, lawns, fences, paving and signs as necessary.

The duration of the temporary easements herein granted to the GRANTEE is twenty-four months immediately following the date on which the work described above is first commenced by the GRANTEE, or its duly authorized employees, agents, and contractors.

And the GRANTOR, also binding heirs, successors and assigns, covenants with the said GRANTEE, and its successors and assigns, that, at and until the sealing of these presents, the GRANTOR is well seized of the above described premises as a good and indefeasible estate in fee simple, have good right to bargain and grant in the same manner and forms as above written, and will warrant and defend said premises with appurtenances thereunto belonging to the GRANTEE, its successors and assigns, against all lawful claims and demands whatsoever for the purposes herein described.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

The City of Brecksville

By: Jerry N. Hruby, Mayor

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named _____, by _____, its _____, who acknowledged that he did sign the foregoing, and that the same is his free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at _____, Ohio, this _____ day of _____, 20____.

NOTARY PUBLIC

The legal form of this instrument is approved.

Date: _____, 20____.

Eric Luckage
Chief Legal Officer
Northeast Ohio Regional Sewer District

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND: _____
Darnell Brown
President, Board of Trustees

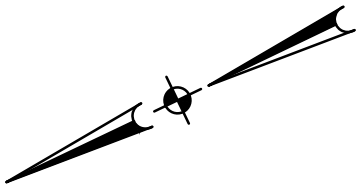
This instrument prepared by:

Julie A. Blair
Assistant Director of Law
Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115
(216) 881-6600

TEMPORARY EASEMENT

ACROSS PARCEL NO.

601-29-003
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 24
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO

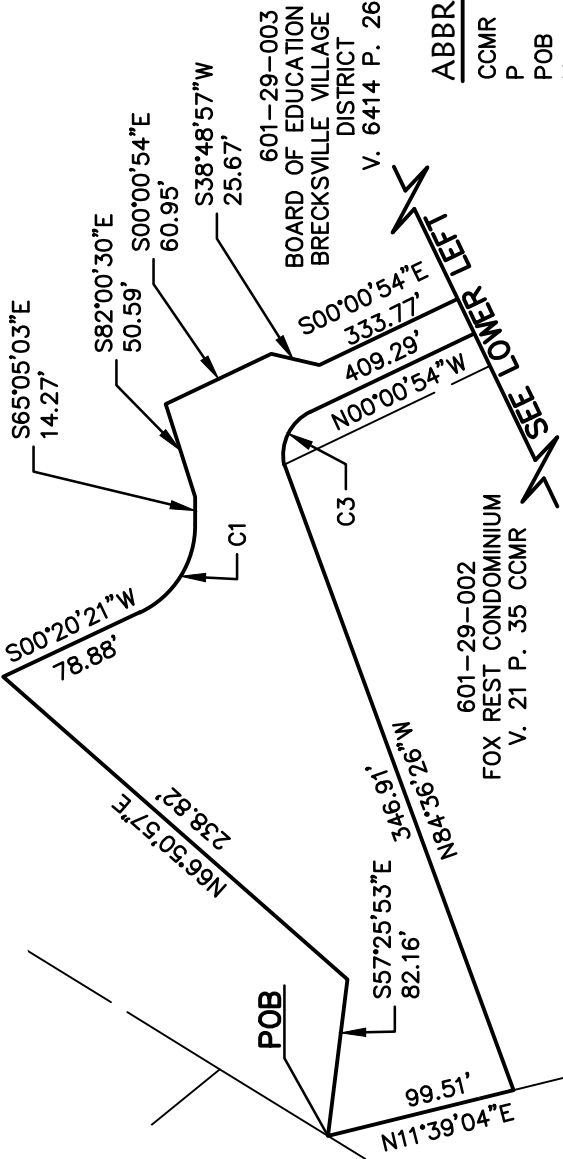


SCALE: 1"=100'
 JULY, 2019

601-29-013
 E.C. & MAUREEN PELAJA
 AFN 20170310656

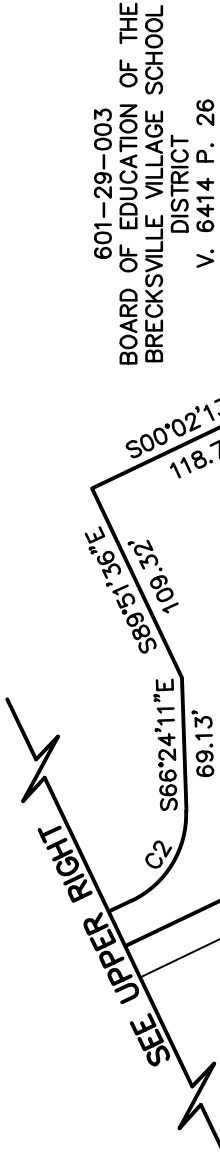
601-29-001
 CHIPPEWA CREEK
 CONDOMINIUM
 V. 93-06423 P. 2
 CHIPPEWA CREEK
 CONDOMINIUM
 PHASE 1
 V. 91 P. 17 CCMR

POB



ABBREVIATIONS

CCMR CUYAHOGA COUNTY MAP RECORDS
 P PAGE
 POB POINT OF BEGINNING
 V VOLUME



601-29-003
 BOARD OF EDUCATION OF THE
 BRECKSVILLE VILLAGE SCHOOL
 DISTRICT
 V. 6414 P. 26

601-29-002
 FOX REST
 CONDOMINIUM
 V. 21 P. 35 CCMR

TEMPORARY EASEMENT
 1.9814 ACRES

OLD ROYALTON ROAD
 (WIDTH VARIES)

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L6 | N79°41'43"E | 23.29' |
| L7 | S86°22'38"E | 26.05' |
| L8 | S82°27'46"E | 33.25' |
| L9 | N47°28'04"W | 66.56' |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | S47°29'41"E | 51.69' |
| L2 | S05°25'43"E | 64.48' |
| L3 | N64°28'56"W | 36.29' |
| L4 | N42°44'58"W | 57.83' |
| L5 | N57°12'04"E | 30.90' |

| CURVE TABLE | | | | |
|-------------|--------|--------|-----------|--------|
| CURVE | RADIUS | LENGTH | DELTA | CHORD |
| C1 | 50.00' | 57.09' | 65°25'24" | 54.04' |
| C2 | 50.00' | 57.93' | 66°23'17" | 54.75' |
| C3 | 25.00' | 33.19' | 76°03'20" | 30.80' |



Trevor A. Bixler 7-11-19

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730



KS Associates, Inc.
 260 Burns Road, Suite 100
 Elyria, OH 44035
 P 440 365 4730
 F 440 365 4790
 www.ksassociates.com

KS ASSOCIATES