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CITY OF N. ROYALTON
FEB 26 2008
2008-30
ENGINEERING DEPT.
Bj

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE PURPOSE OF SUPPLYING WATER SERVICE

(X We) Royalton Place, the Grantor herein, for valuable consideration received and to be received to (my, our) full satisfaction, do hereby grant and convey to the (City, ~~Village, Township, District~~) of North Royalton, 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, ~~Village, Township, District~~) of North Royalton, County of Cuyahoga, State of Ohio, known as being part of the Original Royalton Township Lot No. 8, 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. EXHIBIT "B" attached hereto, and made a part hereof, is a graphical representation of the legal description contained in EXHIBIT "A".

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 assigns.

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, 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, 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 North Royalton, 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.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantees at the expense of owners of abutting property or others who seek water service thereby. Service connections shall be assigned to specific street mailing addresses by Grantee, City of Cleveland, when said Grantee receives the official designation of such addresses from Grantee, the (City, ~~Village, Township, District~~) of North Royalton.

All water meters shall be furnished and set by Grantee, City of Cleveland, at the expense of the Grantor. All water shall be supplied by Grantee, City of Cleveland, in the same manner and to the same extent that said Grantee supplies water to properties abutting on public streets in the City of Cleveland.

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.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The Access driveway shall be constructed of concrete or asphalt and shall conform to current Ohio Department Of Transportation specifications.

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 fifty (50) 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 North Royalton.

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 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.

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

Director of Law

North Royalton

(City, Village, Township, District)

(Date)

Accepted by the Council of _____ by
(Resolution/Ordinance) No. _____

Passed _____, 20____.

Clerk or Assistant

(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: _____



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
FAX • (216) 642-1132

Water Service Easement
Woodcroft Trace Extension
DGB 3795-W

February, 2008

LEGAL DESCRIPTION

Situated in the City of North Royalton, County of Cuyahoga, and State of Ohio, and known as being part of Split Parcel "B" in a Map of Lot Split of part of Original Royalton Township Section 8 as shown by the plat recorded in Volume 320, Page 88 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the easterly line of York Road, 60 feet wide, at its intersection with the northerly line of said Split Parcel "B";

Thence South 5 degrees 53 minutes 00 seconds East along the easterly line of York Road, 220.55 feet to a point, and the principal place of beginning of the easement herein described;

Thence North 84 degrees 07 minutes 00 seconds East, 66.98 feet to a point of curvature;

Thence northeasterly along the arc of a curve deflecting to the left, 67.14 feet to a point of reverse curvature, said arc having a radius of 300.00 feet, a central angle of 12 degrees 49 minutes 21 seconds, and a chord which bears North 77 degrees 42 minutes 19 seconds East, 67.00 feet;

Thence northeasterly along the arc of a curve deflecting to the right, 92.16 feet to a point of reverse curvature, said arc having a radius of 1025.00 feet, a central angle of 5 degrees 09 minutes 06 seconds, and a chord which bears North 73 degrees 52 minutes 12 seconds East, 92.13 feet;

Thence northeasterly along the arc of a curve deflecting to the left, 107.17 feet to a point of tangency, said arc having a radius of 275.00 feet, a central angle of 22 degrees 19 minutes 45 seconds, and a chord which bears North 65 degrees 16 minutes 52 seconds East, 106.50 feet;

Thence North 54 degrees 07 minutes 00 seconds East, 184.80 feet to a point of curvature;



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Thence northeasterly along the arc of a curve deflecting to the right, 108.08 feet to a point of tangency, said arc having a radius of 175.00 feet, a central angle of 35 degrees 23 minutes 14 seconds, and a chord which bears North 71 degrees 48 minutes 37 seconds East, 106.37 feet;

Thence North 89 degrees 30 minutes 14 seconds East, 13.11 feet to a point in the westerly line of Block "C" in the Woodcroft Glen Subdivision Phase 1 as shown by the plat recorded in Volume 350, Page 89 of Cuyahoga County Map Records;

Thence South 0 degrees 03 minutes 47 seconds East along the westerly line of said Block "C", 50.00 feet to a point;

Thence South 89 degrees 30 minutes 14 seconds West, 12.73 feet to a point of curvature;

Thence southwesterly along the arc of a curve deflecting to the left, 77.20 feet to a point of tangency, said arc having a radius of 125.00 feet, a central angle of 35 degrees 23 minutes 14 seconds, and a chord which bears South 71 degrees 48 minutes 37 seconds West, 75.98 feet;

Thence South 54 degrees 07 minutes 00 seconds West, 184.80 feet to a point of curvature;

Thence southwesterly along the arc of a curve deflecting to the right, 126.66 feet to a point of reverse curvature, said arc having a radius of 325.00 feet, a central angle of 22 degrees 19 minutes 45 seconds, and a chord which bears South 65 degrees 16 minutes 52 seconds West, 125.86 feet;

Thence southwesterly along the arc of a curve deflecting to the left, 58.77 feet to a point of compound curvature, said arc having a radius of 975.00 feet, a central angle of 3 degrees 27 minutes 14 seconds, and a chord which bears South 74 degrees 43 minutes 08 seconds West, 58.77 feet;



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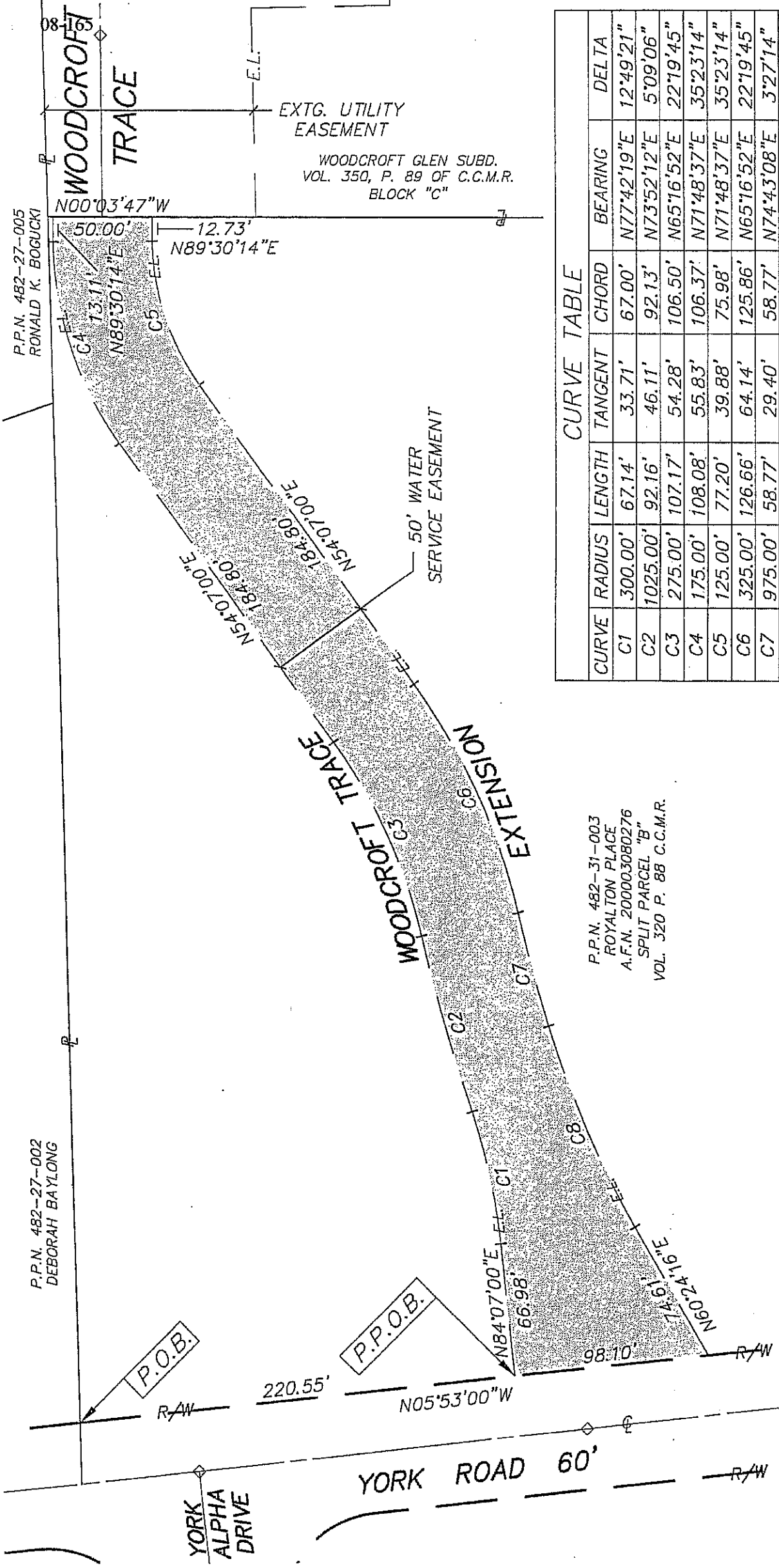
Thence southwesterly along the arc of a curve deflecting to the left, 109.85 feet to a point of tangency, said arc having a radius of 500.00 feet, a central angle of 12 degrees 35 minutes 15 seconds, and a chord which bears South 66 degrees 41 minutes 53 seconds West, 109.63 feet;

Thence South 60 degrees 24 minutes 16 seconds West, 74.61 feet to a point in the easterly line of York Road;

Thence North 5 degrees 53 minutes 00 seconds West along the easterly line of York Road, 98.10 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in February, 2008.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

M:\adcadd\p\3795\Documents\Legal Descriptions\2008\Water Service Easement 2-19-08.doc



P.P.N. 482-27-005
RONALD K. BOGUCKI

P.P.N. 482-27-002
DEBORAH BAYLONG

EXTG. UTILITY
EASEMENT

WOODCROFT GLEN SUBD.
VOL. 350, P. 89 OF C.C.M.R.
BLOCK "C"

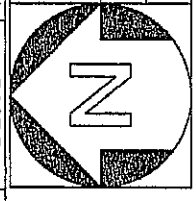
50' WATER
SERVICE EASEMENT

P.P.N. 482-31-003
ROYALTON PLACE
A.F.N. 200003080276
SPLIT PARCEL "B"
VOL. 320 P. 88 C.C.M.R.

**EXHIBIT "B" TO ACCOMPANY
LEGAL DESCRIPTION FOR
WATER SERVICE EASEMENT
WOODCROFT TRACE EXTENSION
NORTH ROYALTON, OHIO**

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	300.00'	67.14'	33.71'	67.00'	N77°42'19"E	12°49'21"
C2	1025.00'	92.16'	46.11'	92.13'	N73°52'12"E	5°09'06"
C3	275.00'	107.17'	54.28'	106.50'	N65°16'52"E	22°19'45"
C4	175.00'	108.08'	55.83'	106.37'	N71°48'37"E	35°23'14"
C5	125.00'	77.20'	39.88'	75.98'	N71°48'37"E	35°23'14"
C6	325.00'	126.66'	64.14'	125.86'	N65°16'52"E	22°19'45"
C7	975.00'	58.77'	29.40'	58.77'	N74°43'08"E	3°27'14"
C8	500.00'	109.85'	55.15'	109.63'	N66°41'53"E	12°35'15"



DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
3795 EXHIBIT "B" WALKER ROAD, CANTON, OHIO 44705

DATE: DEC., 2007
PROJECT NO.: 3795EX1
FILE NO.: 3795EX1

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