

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda FEBRUARY 12, 2024 6:15 PM or Immediately Following Building & Building Code Committee

1. Discussion Items
 - (a) **RES. NO. 15-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with Set in Stone Contracting, LLC for the Magnolia Drive Phase 2 Improvement Project in an amount not to exceed \$619,000.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)
 - (b) **RES. NO. 21-2024** - An emergency resolution accepting a water main easement from Industrial Parkway Partners LLC. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)
2. General Discussion
3. Adjournment

PROPOSED LEGISLATION



DATE: 2/12/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 15-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with Set in Stone Contracting, LLC for the Magnolia Drive Phase 2 Improvement Project in an amount not to exceed \$619,000.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: Authorization for a public bid was granted by City Council motion on December 18, 2023. The lowest and best bid received on January 31, 2024, was from Set in Stone Contracting, LLC in the amount of \$619,000.

PURPOSE AND EXPLANATION: The proposed project will remove and replace deteriorated concrete pavement joints/slabs and install a chip seal interlayer and an asphalt overlay on Magnolia Drive between Judita Drive and just east of Sunflower Drive. Sidewalk and curb ramps will also be removed and replaced as needed. This project is being partially funded by a grant from the Ohio Public Works Commission.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence in April and be completed in August.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: This project is being partially funded with a \$665,000 grant and \$160,000 loan (0% loan) from the Ohio Public Works Commission. The OPWC portion will be accounted for in the OPWC Magnolia Drive Improvement Fund #374 with the remaining costs being funded from the City's Road Improvement Fund #333.

The estimated total construction costs of \$619,000 are expected to be broken down between OPWC and the City based on the percentages listed in the OPWC award/application. The OPWC portion of construction costs is expected to be \$506,309.60 and charged to account #374-0556-56881 and the City's portion of the construction costs

is expected to be \$112,690.40 and charged to account #333-0556-56881.

**RECOMMENDED
ACTION:**

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be completed during the 2024 construction season.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 15-2024

BY: Mr. Smith, Mr. Abella, and Mrs. Piper

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SET IN STONE CONTRACTING, LLC FOR THE MAGNOLIA DRIVE PHASE 2 IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$619,000.00.

WHEREAS: The City of Brunswick received four (4) bids for the Magnolia Drive Phase 2 Improvement Project (the “Project”), in accordance with public bidding requirements;

WHEREAS: The four (4) received public bids were opened on January 31, 2024, with Set in Stone Contracting, LLC determined to be the lowest and best bidder; and

WHEREAS: The Project is being partially funded with a grant from the Ohio Public Works Commission.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Set in Stone Contracting, LLC for the construction of the Project in an amount not to exceed \$619,000.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary for completion of the Project during the 2024 construction season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES ____ NAYS ____

ADOPTED: _____ AYES ____ NAYS ____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

BID TABULATION**Magnolia Drive Reconstruction Phase 2****City of Brunswick****DATE: January 31, 2024****CVE JOB NO. 23145 Engineer's Estimate \$801,500**

				SET IN STONE CONTRACTING, LLC		A & J CEMENT CONTRACTORS, INC.	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ODOT 254 PAVEMENT PLANING, PORTLAND CEMENT CONCRETE	SY	2,750	\$7.00	\$19,250.00	\$8.00	\$22,000.00
2	ODOT 255 FULL DEPTH PAVEMENT REMOVAL & RIGID REPLACEMENT	SY	2,000	\$135.50	\$271,000.00	\$140.00	\$280,000.00
3	ODOT 251 PARTIAL DEPTH PAVEMENT REPAIR	SY	400	\$20.00	\$8,000.00	\$45.00	\$18,000.00
4	SUBGRADE REMOVAL AND REPLACEMENT	CY	150	\$25.00	\$3,750.00	\$60.00	\$9,000.00
5	ODOT 882 SINGLE CH IP SEAL(INTERLAYER)	SY	8,420	\$3.25	\$27,365.00	\$3.50	\$29,470.00
6	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2,(448), PG 64-22	CY	280	\$220.00	\$61,600.00	\$225.00	\$63,000.00
7	ODOT 441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1,(448),PG 64-22	CY	245	\$308.00	\$75,460.00	\$300.00	\$73,500.00
8	6" CONCRETE DRIVE APRON - RESIDENTIAL	SF	4,550	\$12.00	\$54,600.00	\$10.00	\$45,500.00
9	CONCRETE WALK AND CURB RAMPS REMOVED	SF	1,440	\$2.00	\$2,880.00	\$1.00	\$1,440.00
10	4" CONCRETE SIDEWALK	SF	245	\$13.00	\$3,185.00	\$7.00	\$1,715.00
11	CURB RAMP	SF	1,000	\$23.00	\$23,000.00	\$15.00	\$15,000.00
12	STORM SEWER REMOVED, 24" AND UNDER	LF	20	\$5.00	\$100.00	\$20.00	\$400.00
13	12" STORM SEWER	LF	20	\$50.00	\$1,000.00	\$100.00	\$2,000.00
14	CATCH BASIN ADJUSTED TO GRADE	EACH	15	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00
15	CATCH BASIN RECONSTRUCTED TO GRADE	EACH	5	\$1,200.00	\$6,000.00	\$1,250.00	\$6,250.00
16	MANHOLE CASTING ADJUSTED TO GRADE	EACH	6	\$1,000.00	\$6,000.00	\$900.00	\$5,400.00
17	WATER LINE VALVE & VALVE BOX ADJUSTED TO GRADE	EACH	3	\$350.00	\$1,050.00	\$250.00	\$750.00
18	MISCELLANEOUS METAL	LBS	7,000	\$0.50	\$3,500.00	\$1.50	\$10,500.00
19	MONUMENT BOX ASSEMBLY	EACH	10	\$400.00	\$4,000.00	\$1,000.00	\$10,000.00
20	LINEAR GRADING	LUMP	1	\$5,200.00	\$5,200.00	\$10,000.00	\$10,000.00
21	MAINTAINING TRAFFIC AND DETOUR SIGNING	LUMP	1	\$17,000.00	\$17,000.00	\$50,000.00	\$50,000.00
22	PAVEMENT MARKING AND SIGNAGE	LUMP	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
23	EROSION CONTROL	LUMP	1	\$2,560.00	\$2,560.00	\$2,000.00	\$2,000.00
TOTAL PROJECT COST				TOTAL	\$619,000.00	TOTAL	\$680,925.00
				NUMBER OF DAYS TO COMPLETE: 60		NUMBER OF DAYS TO COMPLETE: 60 WORK DAYS	

				TRI MOR CORPORATION		KONSTRUCTION KING, INC.	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ODOT 254 PAVEMENT PLANING, PORTLAND CEMENT CONCRETE	SY	2,750	\$5.50	\$15,125.00	\$7.00	\$19,250.00
2	ODOT 255 FULL DEPTH PAVEMENT REMOVAL & RIGID REPLACEMENT	SY	2,000	\$145.00	\$290,000.00	\$167.00	\$334,000.00
3	ODOT 251 PARTIAL DEPTH PAVEMENT REPAIR	SY	400	\$50.00	\$20,000.00	\$35.00	\$14,000.00
4	SUBGRADE REMOVAL AND REPLACEMENT	CY	150	\$125.00	\$18,750.00	\$40.00	\$6,000.00
5	ODOT 882 SINGLE CH IP SEAL(INTERLAYER)	SY	8,420	\$2.50	\$21,050.00	\$2.80	\$23,576.00
6	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2,(448), PG 64-22	CY	280	\$250.00	\$70,000.00	\$205.00	\$57,400.00
7	ODOT 441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1,(448),PG 64-22	CY	245	\$325.00	\$79,625.00	\$275.00	\$67,375.00
8	6" CONCRETE DRIVE APRON - RESIDENTIAL	SF	4,550	\$13.50	\$61,425.00	\$13.50	\$61,425.00
9	CONCRETE WALK AND CURB RAMPS REMOVED	SF	1,440	\$4.00	\$5,760.00	\$2.50	\$3,600.00
10	4" CONCRETE SIDEWALK	SF	245	\$12.00	\$2,940.00	\$15.00	\$3,675.00
11	CURB RAMP	SF	1,000	\$18.00	\$18,000.00	\$18.00	\$18,000.00
12	STORM SEWER REMOVED, 24" AND UNDER	LF	20	\$25.00	\$500.00	\$50.00	\$1,000.00
13	12" STORM SEWER	LF	20	\$220.00	\$4,400.00	\$100.00	\$2,000.00
14	CATCH BASIN ADJUSTED TO GRADE	EACH	15	\$1,650.00	\$24,750.00	\$1,500.00	\$22,500.00
15	CATCH BASIN RECONSTRUCTED TO GRADE	EACH	5	\$2,300.00	\$11,500.00	\$1,800.00	\$9,000.00
16	MANHOLE CASTING ADJUSTED TO GRADE	EACH	6	\$1,200.00	\$7,200.00	\$1,250.00	\$7,500.00
17	WATER LINE VALVE & VALVE BOX ADJUSTED TO GRADE	EACH	3	\$400.00	\$1,200.00	\$450.00	\$1,350.00
18	MISCELLANEOUS METAL	LBS	7,000	\$2.25	\$15,750.00	\$1.00	\$7,000.00
19	MONUMENT BOX ASSEMBLY	EACH	10	\$800.00	\$8,000.00	\$500.00	\$5,000.00
20	LINEAR GRADING	LUMP	1	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00
21	MAINTAINING TRAFFIC AND DETOUR SIGNING	LUMP	1	\$16,000.00	\$16,000.00	\$30,000.00	\$30,000.00
22	PAVEMENT MARKING AND SIGNAGE	LUMP	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
23	EROSION CONTROL	LUMP	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
TOTAL PROJECT COST				TOTAL	\$706,475.00	TOTAL	\$713,651.00
				NUMBER OF DAYS TO COMPLETE: 75		NUMBER OF DAYS TO COMPLETE: 90	

MEMO

Engineering Department



TO: City Council
FROM: Matthew M. Jones, P.E.
DATE: February 12, 2024
RE: Magnolia Drive Phase 2

On January 31, 2024, public bids were opened for the Magnolia Drive Phase 2 project. A tabulation of the bid results is attached for your reference. Four companies submitted bids for the project. The low bidder for the project was Set In Stone Contracting, LLC. at \$619,000.00. The Engineer's estimate was \$801,500.00. A&J Cement Contractors, Inc. was the second low bidder with a bid of \$680,925.00.

This project will remove and replace deteriorated concrete pavement joints/slabs and install a chip seal interlayer and an asphalt overlay on Magnolia Drive between Judita Drive and Sunflower Drive. Sidewalk and curb ramps will also be removed and replaced as needed.

This project is being partially funded by a grant and loan from the Ohio Public Works Commission.

CVE staff has contacted a sampling of municipal references provided by Set In Stone. The reference check did not find any reoccurring issues with Set In Stone. Three municipalities were contacted regarding three separate projects, and all characterized them as an above average contractor. Additionally, Set In Stone was the contractor on Skyview Drive Phase 2 in 2022 and the annual Asphalt Road Program in 2023 and performed both contracts to the City's satisfaction.

Based upon a review of the bid documents and other municipal references, it is my opinion that Set In Stone has the needed experience, personnel and equipment to successfully complete the work as bid and should be considered the lowest and best bidder for this project.

Therefore, I respectfully request that City Council consider emergency legislation to award a contract in the amount of \$619,000.00 to Set In Stone Contracting, LLC to complete the Magnolia Drive Phase 2 project.

If you have any questions or require any additional information please contact me at your convenience.

Attachments

C: Carl DeForest, City Manager
Paul Magovac, Service Director
Todd Fischer, Finance Director
Dennis Nevar, Law Director

PROPOSED LEGISLATION



DATE: 2/12/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 21-2024** - An emergency resolution accepting a water main easement from Industrial Parkway Partners LLC. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: New legislation request

**PURPOSE AND
EXPLANATION:**

The legislation will accept an easement to allow for installation and maintenance of a water main for the purpose of supplying water service to the new western building for All Construction Services, and to maintain service to their existing building. The installation will be performed by the Grantor at his expense. Maintenance of the water main will be the responsibility of the City of Cleveland Division of Water under the terms of their existing agreement with the City of Brunswick.

IMPLEMENTATION

SCHEDULE: The easement will be recorded at the Medina County Recorder's Office by the Grantor immediately following acceptance by City Council.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:** \$0.00 N/A

**RECOMMENDED
ACTION:**

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that the easement may be filed and recorded in a timely manner per Cleveland Division of Water requirements.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 21-2024

BY: Mr. Smith, Mr. Abella, and Mrs. Piper

AN EMERGENCY RESOLUTION ACCEPTING A WATER MAIN
EASEMENT FROM INDUSTRIAL PARKWAY PARTNERS LLC.

WHEREAS: The acceptance of a Water Main Easement from Industrial Parkway Partners LLC will allow for the installation and maintenance of a water main for the purpose of supplying water service to the new western building for All Construction Services and allow water service to be maintained to the existing building.

WHEREAS: The installation of the water main will be performed by Industrial Parkway Partners LLC at its sole cost and expense.

WHEREAS: The maintenance of the water main will be the responsibility of the City of Cleveland Division of Water in accordance with the terms of the existing Water Service Agreement entered into with the City of Brunswick.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City of Brunswick hereby accepts the Water Main Easement, in the form as attached hereto as Exhibit "A", from Industrial Parkway Partners LLC.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to allow the Water Main Easement to be timely recorded per Cleveland Division of Water requirements. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC



City of Cleveland
Justin M. Bibb, Mayor



Department of Public Utilities
Division of Water
1201 Lakeside Avenue
(216) 664-2444
www.clevelandwater.com

December 21, 2023

Davey Resource Group, Inc.
1310 Sharon Copley Rd.
PO Box 37
Sharon Center, Ohio 44274

Re: Water Main Easement for Job 12264
All Construction Services
945 Industrial Parkway North
Brunswick, Ohio 44212

Enclosed is the original water main easement for the above-referenced location that has been accepted by the Director of Public Utilities. However, the city of Brunswick will need signatures from the Director of Law, Council, the resolution/ordinance number, and a signature of the clerk before the easement can be filed with the county.

Please have the easement officially recorded at the County Recorder's Office and forward a copy of the recorded easement to the Cleveland Division of Water/Distribution Engineering section sent to my attention.

Thank you,

Carole Medley
Distribution Engineering
Division of Water

Enclosures

cc: File

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

(I, We) Dave LeHotan, 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
Brunswick, 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
Brunswick, County of Medina, State of Ohio,
known as being part of the Original Brunswick Township Township Lot No.
21 and 28, and bounded and described as follows:

Tract No. 2

Insert legal description of proposed
Easement area by metes and bounds, or
Attach description as Exhibit "A" and
Insert here: "A copy of the legal
Description is attached hereto as
Exhibit "A" and made a part hereof as
If fully written herein."

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 Brunswick, 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 Brunswick.

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 dept 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
Brunswick.

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.

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 Sharon Center OH this 13 day of December, 2023.

Signed in the Presence of:

Tyler Smith
Tyler Smith
(print or type name)

Rhonda Chapman
Rhonda Chapman
(print or type name)

GRANTOR: INDUSTRIAL PARKWAY PARTNERS LLC
David J. Lehotan
DAVID J. LEHOTAN
(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 David J. Lehotan, 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 Sharon Center, Ohio this 13 day of December, 2023.

Rhonda Chapman
NOTARY



RHONDA CHAPMAN
Notary Public, State of Ohio
My Commission Expires:
February 26, 2025

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

Director of Law

(City, Village, Township, District)

(Date)

Accepted by the Council of _____ by

(Resolution/Ordinance) No. _____

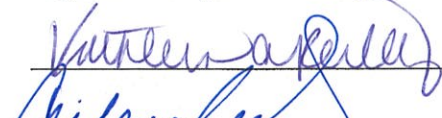
Passed _____, 20____.

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 15th
day of December, 2023, 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:


Arlene Rodriguez

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

Mark Gantfin

Director of Law

By: Bridget Dever
~~Chief~~, Assistant Director of Law

Date: 12/20/23

CITY OF CLEVELAND

By: 

Director of Public Utilities
MARTIN J. KEANE

Boundary Description for
Industrial Parkway Partners Limited
Water Easement No. 1
0.4211 Acre Easement

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of original Brunswick Township Tract No. 2, Lot No. 28, further known as being part of Sublot No. 2B as shown on Brunswick Industrial Parkway North Subdivision Phase 1 Replat No. 2, recorded in Document No. 2021PL000042 of the Medina County Recorder's Records and is bounded and described as follows: Beginning at the southeasterly corner of Sublot No. 2B, said point also being on the northerly right of way line of Industrial Parkway North, 60 feet in width;

thence southwesterly with the northerly right of way of Industrial Parkway North and the arc of a curve deflecting to the left, 36.44 feet to a point of non-tangency thereon, said curve having a radius of 70.00 feet, a central angle of 29°49'46" and a chord that bears South 67°49'45" West, 36.03 feet;

thence North 07°27'10" West, 110.19 feet to a point;

thence North 01°24'01" West, 95.35 feet to a point;

thence South 88°35'59" West, 15.00 feet to a point;

thence North 01°24'01" West, 30.00 feet to a point;

thence North 88°35'59" East, 15.00 feet to a point;

thence North 01°24'01" West, 244.01 feet to a point;

thence South 88°35'59" West, 15.00 feet to a point;

thence North 01°24'01" West, 28.00 feet to a point;

thence North 88°35'59" East, 49.78 feet to a point on an easterly line of Sublot No. 2B, as aforementioned;



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thence South 01°27'14" East, with an easterly line of Sublot No. 2B, 395.14 feet to an angle point thereon;

thence South 07°15'22" East, with an easterly line of Sublot No. 2B, 99.53 feet to the Principal Place of Beginning, containing 18,342 square feet or 0.4211 acres of land, more or less, according to a survey by Jeremy M. Sack, P.S. No. S-8557, for Davey Resource Group in December, 2023. Subject to all highways, easements and covenants of legal record.

Bearings based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



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Boundary Description for
Trason Florida Limited Partners, LTD
Trason Colorado Springs LLC
36-Macarthur LLC
Water Easement No. 2
0.2522 Acre Easement

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of original Brunswick Township Tract No. 2, Lot No. 28, further known as being part of Sublot No. 1A as shown on Brunswick Industrial Parkway North Subdivision Phase 1 Replat No. 1, recorded in Document No. 2016PL000020 of the Medina County Recorder's Records and is bounded and described as follows: Beginning at the southwesterly corner of Sublot No. 1A, said point also being on the northerly right of way line of Industrial Parkway North, 60 feet in width;

thence North 07°15'22" West, with a westerly line of Sublot No. 1A, 99.53 feet to an angle point thereon;

thence North 01°27'14" West, with a westerly line of Sublot No. 1A 395.14 feet to a point thereon;

thence North 88°35'59" East, 14.22 feet to a point;

thence South 01°24'01" East, 229.97 feet to a point;

thence North 88°35'59" East, 25.00 feet to a point;

thence South 01°24'01" East, 37.00 feet to a point;

thence South 88°35'59" West, 25.00 feet to a point;

thence South 01°24'01" East, 89.22 feet to a point;

thence South 21°03'55" East, 156.95 feet to a point on a southeasterly line of Sublot No. 1A;

thence South 41°54'05" West, with a southeasterly line of Sublot No. 1A, 7.56 feet to a point of non-tangent curvature on the northerly right of way line of Industrial Parkway North, as aforementioned;



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thence northwesterly with the northerly right of way line of Industrial Parkway North and the arc of a curve deflecting to the left, 54.97 feet to the Principal Place of Beginning, said curve having a radius of 70.00 feet, a central angle of 44°59'27" and a chord that bears North 74°45'39" West, 53.57 feet, containing 10,988 square feet or 0.2522 acres of land, more or less, according to a survey by Jeremy M. Sack, P.S. No. S-8557, for Davey Resource Group in December, 2023. Subject to all highways, easements and covenants of legal record.

Bearings based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



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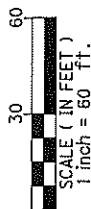
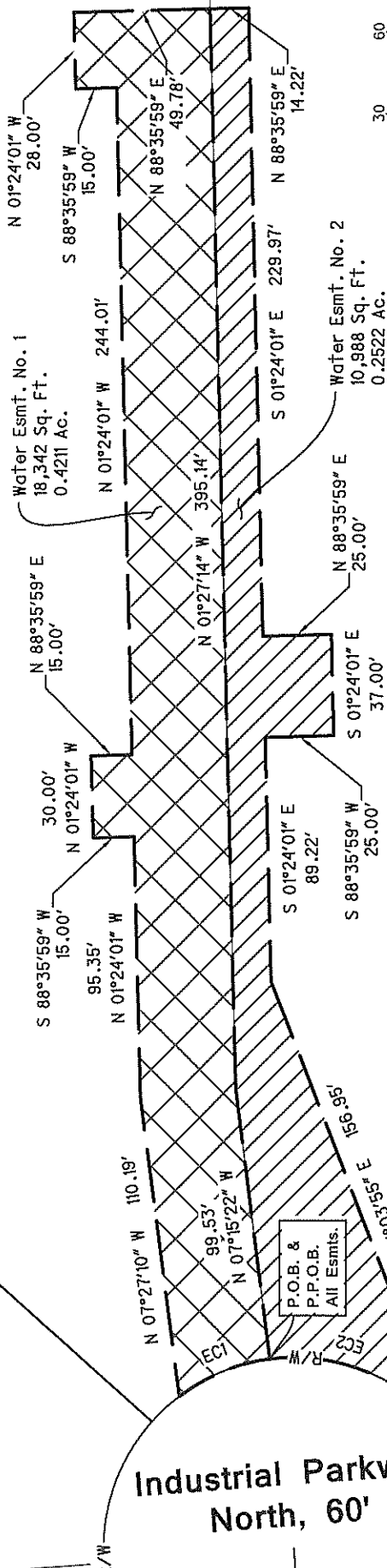
Industrial Parkway
Partners Limited
09/07/2021
Doc. No. 2021OR026111

Brunswick Industrial Parkway North
Subdivision Phase I - Replat No. 2
Doc. No. 2021PL000042

Sublot 2B

Brunswick Industrial
Parkway North Subdivision
Phase I - Replat No. 2
Doc. No. 2021PL000042 ✓

Sublot 2A



Trason Florida Limited Partners, LTD
Trason Colorado Springs LLC
36-Macarthur LLC
Doc. No. 2021OR012800
04/30/2021

Brunswick Industrial Parkway North
Subdivision Phase I - Replat No. 1
Doc. No. 2016PL000020

Sublot 1A

SKETCH OF

WATER EASEMENTS

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Tract No. 2, Lot No. 28, further known as being part of Sublot No. 2B as shown on Brunswick Industrial Parkway North Subdivision Phase 1 Replat No. 2 as recorded in Document No. 2021PL000042 of The Medina County Recorder's Records and part of Sublot No. 1A as shown on Brunswick Industrial Parkway North Subdivision Phase 1 Replat No. 1 as recorded in Document No. 2016PL000020 of The Medina County Recorder's Records



EASEMENT CURVE TABLE					
SEGMENT	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA
EC1	36.44'	70.00'	36.03'	S 67°49'45" W	29°49'46"
EC2	54.97'	70.00'	53.57'	N 74°45'39" W	44°59'27"