BRUNSWICK CITY
SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda
FEBRUARY 27, 2017
6:25 PM

1. Discussion Items

   (a) **RES. NO. 17-17 -** An emergency resolution accepting a perpetual public easement from the Drees Company for access to and maintenance of a public water main within the Southlake Subdivision - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

2. General Discussion

3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 02/27/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 17-17 -** An emergency resolution accepting a perpetual public easement from the Drees Company for access to and maintenance of a public water main within the Southlake Subdivision - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: Request for new Legislation.

PURPOSE AND EXPLANATION: Plans for the Southlake Subdivision Phase 2 are nearing Engineering Department approval. Because the development's street have 50-foot right-of-way widths, it is necessary for the developer to establish easements for the placement of the public water mains that distribute water and provide fire protection to the development. Drees Homes has prepared the water main easement document in accordance with the standards set forth by the Cleveland Water Department. The easement provides mechanism that guarantees access for the City of Brunswick and/or the City of Cleveland to enter the development and maintain the water mains for the public good when needed.

IMPLEMENTATION SCHEDULE: According to Drees Homes, construction will begin immediately upon finalization and acceptance of all City requirements.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: No funds required.

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 at the February 27, 2017 Council Meeting. Passage in this manner will reduce the overall construction timeframe which will in turn minimize construction disturbances that impact adjacent residents.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 17-17

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION ACCEPTING A PERPETUAL PUBLIC EASEMENT FROM THE DREES COMPANY FOR ACCESS TO AND MAINTENANCE OF A PUBLIC WATER MAIN WITHIN THE SOUTHLAKE SUBDIVISION.

WHEREAS: The Drees Company has proposed providing a perpetual public easement to the City of Brunswick and City of Cleveland for access to and maintenance of a public water main within the Southlake Subdivision.

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

SECTION 1: That the City of Brunswick hereby accepts the perpetual public easement, upon approval of the Law Director, from The Drees Company in the form as attached hereto as Exhibit "A".

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to finalize construction and minimize construction disturbances to adjacent properties. 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
Barbara J. Ortiz

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

(I, We) The Drees Company 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 City 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 of Brunswick, County of Medina, State of Ohio and known as being part of Original Brunswick Township Lot 18, Tract 2 further bounded and described as follows:

Beginning at the southwest corner of Original Brunswick Township Lot 18, Tract 2;

Thence N 89^0 47' 25" E, 107.02 feet along the south line of said Lot 18 to the principal place of beginning of the easement described herein;

COURSE NO. 1
Thence N 0^0 24'24"W, 119.28 feet to a point;

COURSE NO. 2
Thence 28.11 feet being the arc of curve deflecting to the left to a point, said arc has a radius of 20.00 feet, a central angle of 80^0 31'10" a chord of 25.85 feet bearing N 40^0 39' 59" W;

COURSE NO. 3
Thence 22.94 feet being the arc of a curve deflecting to the right to a point, said arc has a radius of 225.00 feet, a central angle of 5^0 50' 26", a chord of 22.92 feet bearing N 78^0 00' 21" W;

COURSE NO. 4
Thence 45.30 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 175.00 feet, a central angle of 14^0 49' 56", a chord of 45.18 feet bearing N 82^0 30' 06" W;

COURSE NO. 5
Thence N 89^0 55' 04" W, 25.00 feet to a point in the west line of said Lot 18;

COURSE NO. 6
Thence N 01^0 06' 08" W, 50.01 feet along the west line of said Lot 18 to a point;

COURSE NO. 7
Thence S 89^0 55' 04" E, 26.03 feet to a point;

COURSE NO. 8
Thence 58.24 feet being the arc of a curve deflecting to the right to a point, said arc has a radius of 225.00 feet, a central angle of 14^0 49' 56, a chord of 58.08 feet bearing S 82^0 30' 06" E;

COURSE NO. 9

Thence 6.49 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 175.00 feet, a central angle of 2^0 07' 33, a chord of 6.49 feet bearing S 76^0 08' 55" E;

COURSE NO. 10

Thence 31.98 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 20.00 feet, a central angle of 91^0 37' 56", a chord of 28.68 feet bearing N 56^0 58' 21" E;

COURSE NO. 11

Thence 35.09 feet being the arc of a curve deflecting to the right to a point, said arc has a radius of 225.00 feet, a central angle of 8^0 56' 06", a chord of 35.05 feet bearing N 15^0 37' 26" E;

COURSE NO. 12

Thence 47.36 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 175.00 feet, a central angle of 15^0 30' 22", a chord of 47.22 feet bearing N 12^0 20' 18" E;

COURSE NO. 13

Thence S 85^0 24' 53" E, 56.50 feet to a point;

COURSE NO. 14

Thence 62.65 feet being the arc of a curve deflecting to the right to a point, said arc has a radius of 231.50 feet, a central angle of 15^0 30' 22", a chord of 62.46 feet bearing S 12^0 20' 18" W;

COURSE NO. 15

Thence 26.24 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 168.50 feet, a central angle of 8^0 55' 21", a chord of 26.21 feet bearing S 15^0 37' 48" W;

COURSE NO. 16

Thence 19.68 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 20.00 feet, a central angle of 56^0 23' 40", a chord of 18.90 feet bearing S 62^0 00' 44" E;

COURSE NO. 17

Thence N 89^0 47' 25" E, 563.30 feet to a point;

COURSE NO. 18

Thence 63.85 feet being the arc of a curve deflecting to the right to a point, said arc has a radius of 225.00 feet, a central angle of 16^0 15' 37", a chord of 63.64 feet bearing S 82^0 04' 46" E;

COURSE NO. 19

Thence 21.55 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 175.00 feet, a central angle of 7^0 03' 23", a chord of 21.54 feet bearing S 77^0 28' 39" E;

COURSE NO. 20

Thence S 0^0 12' 34" E, 50.50 feet to a point;

COURSE NO. 21

Thence 17.77 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 225.00 feet, a central angle of 4^0 31' 30", a chord of 17.76 feet bearing S 85^0 19' 33" E;

COURSE NO. 22

Thence S 0^0 12' 34" E, 11.01 feet to a point;

COURSE NO. 23

Thence 56.68 feet being the arc of a curve deflecting to the right to a point, said arc has a radius of 236.00 feet, a central angle of 13^0 45' 40", a chord of 56.54 feet bearing N 80^0 49' 48" W;

COURSE NO. 24

Thence 46.54 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 164.00 feet, a central angle of 16^0 15' 35", a chord of 46.38 feet bearing N 82^0 04' 45" W;

COURSE NO. 25

Thence S 89^0 47' 25" W, 569.62 feet to a point;

COURSE NO. 26

Thence 14.17 feet being the arc of a curve deflecting to the left to a point, said arc has a radius of 9.00 feet, a central angle of 90^0 11' 49", a chord of 12.75 feet bearing S 44^0 41' 31" W;

COURSE NO. 27

Thence S 0^0 24' 24" E, 115.97 feet to a point;

COURSE NO. 28

Thence S 89^0 47' 25" W, 61.00 feet to the principal place of beginning.

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 City 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 City 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 City 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 Brecksville Ohio this 13th day of Feb., 2017.

Signed in the Presence of:

Mary M Bohus

MARY BOHUS
(print or type name)

GRANTOR: The Drees Company

Jim O'Connor

JIM O'CONNOR
(print or type name)

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named The Drees Company by Jim O'Connor, 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 may hand and official seal at Brecksville Ohio, this 13 day of Feb., 2017.

NOTARIAL SEAL
MARY M. BOHUS
Notary Public, State of Ohio
My Commission Expires 12.16.21
STATE OF OHIO

Mary M Bohus

NOTARY

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

Director of Law

Date: _____

City of Brunswick
(City, Village, Township, District)

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

Dated: _____

By: _____
Assistant Director of Law

This Instrument Prepared By:
Cunningham & Associates, Inc.

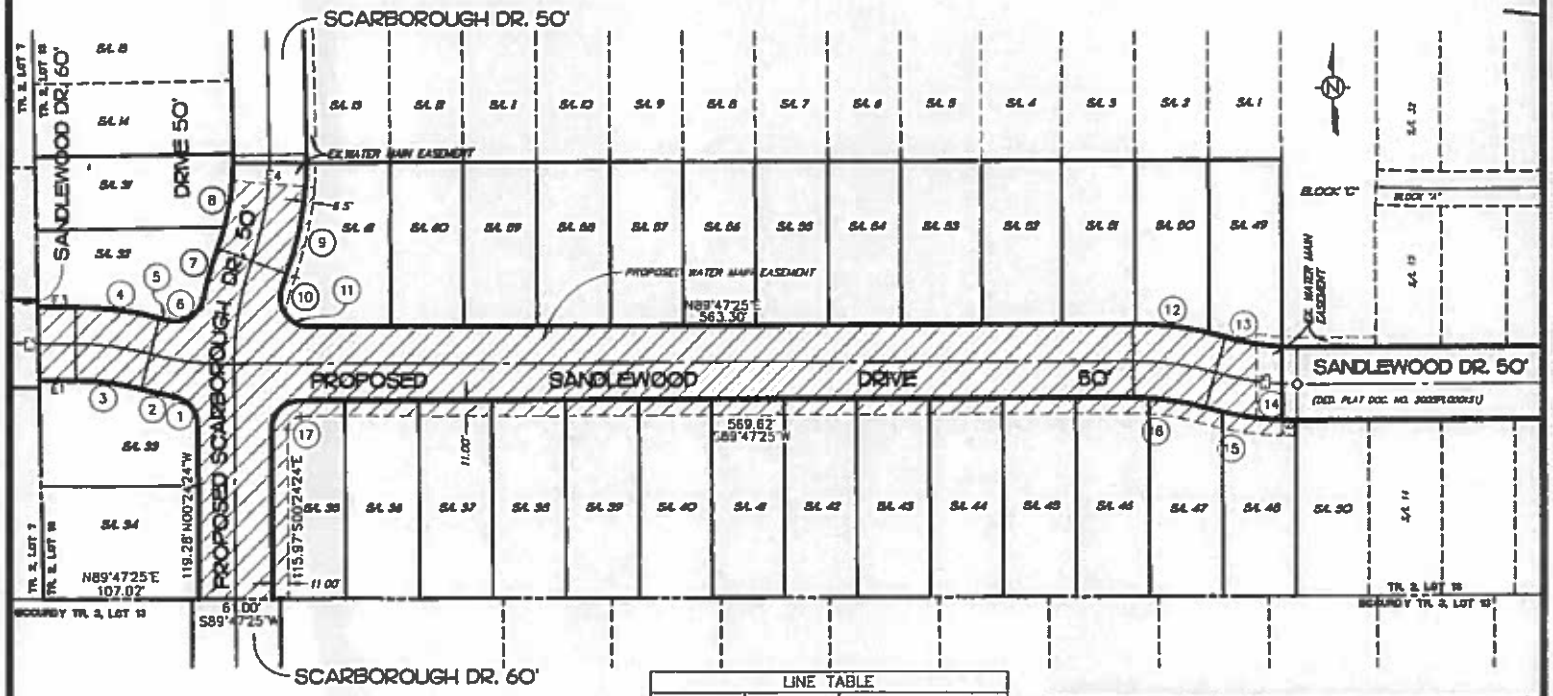
PP # 003-18D-10-260

EASEMENT SKETCH

① R = 20.00 Δ = 80°31'10" A = 28.11 T = 16.94 C = 25.85 N40°39'59"W	② R = 225.00 Δ = 5°50'26" A = 22.94 T = 11.48 C = 22.92 N78°00'21"W	③ R = 175.00 Δ = 14°49'56" A = 45.30 T = 22.78 C = 45.18 N82°30'06"W	④ R = 225.00 Δ = 14°49'56" A = 58.24 T = 29.29 C = 58.08 S82°30'06"E	⑤ R = 175.00 Δ = 2°07'33" A = 6.49 T = 3.25 C = 6.49 S76°08'55"E
⑥ R = 20.00 Δ = 91°37'56" A = 31.98 T = 20.58 C = 28.68 N56°58'21"E	⑦ R = 225.00 Δ = 8°56'06" A = 35.09 T = 17.58 C = 35.05 N15°37'26"E	⑧ R = 175.00 Δ = 15°30'22" A = 47.36 T = 23.82 C = 47.22 N12°20'18"E	⑨ R = 231.50 Δ = 15°30'22" A = 62.65 T = 31.52 C = 62.46 S12°20'18"W	⑩ R = 168.50 Δ = 8°55'21" A = 26.24 T = 13.15 C = 26.21 S15°37'48"W
⑪ R = 20.00 Δ = 56°23'40" A = 19.68 T = 10.72 C = 18.90 S62°00'44"E	⑫ R = 225.00 Δ = 16°15'37" A = 63.85 T = 32.14 C = 63.64 S82°04'46"E	⑬ R = 175.00 Δ = 7°03'23" A = 21.55 T = 10.79 C = 21.54 S77°28'39"E	⑭ R = 225.00 Δ = 4°31'30" A = 17.77 T = 8.89 C = 17.76 S85°19'33"E	⑮ R = 236.00 Δ = 13°45'40" A = 56.68 T = 28.48 C = 56.54 N80°49'48"W
⑯ R = 164.00 Δ = 16°15'35" A = 46.54 T = 23.43 C = 46.38 N82°04'45"W	⑰ R = 9.00 Δ = 90°11'49" A = 14.17 T = 9.03 C = 12.75 S44°41'31"W			

STATE OF OHIO
ROBERT A. DAMON 6083 REGISTERED PROFESSIONAL SURVEYOR

TOWNSHIP: BRUNSWICK CITY: BRUNSWICK
TRACT NO.: 2 LOT NO.: 18
SUBDIVISION: PROPOSED SOUTHLAKE PHASE 2 S/L NO.: IN THROUGH 8
PROP OWNER: THE DREES COMPANY
COUNTY OF MEDINA & STATE OF OHIO
DATE: JANUARY 2017 SCALE: 1" = 100'
BY: Robert A. Damon
ROBERT A. DAMON, REGISTERED SURVEYOR NO. 6083



LINE TABLE		
LINE	LENGTH	BEARING
E1	25.00	N89°55'04"W
E2	50.01	N01°06'08"W
E3	26.03	S89°55'04"E
E4	56.50	S85°24'53"E
E5	50.50	S00°12'34"E
E6	11.01	S00°12'34"E

CUNNINGHAM & ASSOC., INC.
CIVIL ENGINEERING & SURVEYING
203 W. LIBERTY ST. MEDINA, OH. 44256
TELEPHONE (330) 725-5980
PROJECT NO. H83