

RESOLUTION NO. 1990-7

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT
GRANTING AN EASEMENT TO THE NORTHEAST OHIO REGIONAL
SEWER DISTRICT FOR THE NORTHEAST OHIO REGIONAL SEWER
DISTRICT'S WEST LEG INTERCEPTOR SEWER PROJECT**

WHEREAS, the Northeast Ohio Regional Sewer District (NEORS) seeks to obtain an easement agreement from the GCRTA to install, repair and maintain a public sanitary sewer system to be constructed at a depth of approximately 70 to 80 feet below the surface of GCRTA owned property located at or near land which is now known as the Brookpark Yard, near the Berea Freeway in the City of Brook Park, Ohio; and

WHEREAS, the specific easement sought by NEORS has an appraised value of \$1300.00 and NEORS makes an offer to pay same therefor to GCRTA; and

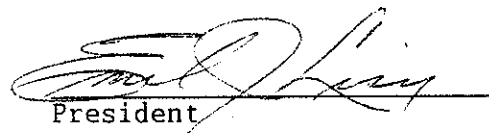
WHEREAS, this easement will assist NEORS in the completion of the West Leg Interceptor Sewer Project, which project, once completed, will serve the needs of the Metropolitan Cleveland area inclusive of the Western suburbs of Cuyahoga County and will inure to the benefit of both NEORS and GCRTA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the GCRTA, Cuyahoga County, Ohio:

Section 1. That the General Manager be and he is hereby authorized to execute an agreement granting easement WLI-101 to the Northeast Ohio Regional Sewer District for the completion of the NEORS's West Leg Interceptor Sewer Project.

Section 2. That this resolution shall become effective immediately upon its adoption.

Adopted: January 23, 1990


President

Attest: 
General Manager and Secretary-Treasurer

**EASEMENT FOR THE INSTALLATION
AND MAINTENANCE OF THE
WEST LEG INTERCEPTOR SEWER**

KNOW ALL MEN BY THESE PRESENTS:

That The GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, the GRANTOR herein, claiming title by or through instrument recorded in Volume 13869, Page 547, County Record's Office, for and in consideration of One Thousand Three Hundred Dollars (\$1,300) 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, the GRANTEE herein, the perpetual right-of-way and easement, for the purposes hereinafter mentioned, in, upon, over and under the premises described in Exhibit "A" and outlined in Exhibit "B," attached hereto and made a part hereof.

The easement and rights herein granted shall include the right to enter upon said premises, and in, over, under and through said premises to lay, install, repair and maintain therein public sanitary sewers together with appurtenances. It is a condition of this instrument that Grantee shall perform the original construction of the sewer underground and no surface excavation will be performed or permitted without the prior written permission of the Grantor.

The GRANTOR hereby restricts said premises within the limits of the above described permanent easement against the construction thereon of any buildings of a temporary or permanent type, or the permanent obstruction of surface access without the prior written approval of the Grantee, which approval shall not be unreasonably withheld provided Grantee's engineering review concludes the Grantor's proposed construction does not affect the integrity and accessibility of the sanitary sewer.

The GRANTEE shall provide not less than thirty (30) days written notice to the GRANTOR prior to entering on the easement for sewer construction.

It is a condition of this instrument that the GRANTEE shall restore the surface to the condition existing prior to being disturbed, including the replacement of driveway, sidewalk, lawn as necessary at GRANTEE'S sole expense.

It is a further condition of this instrument that the GRANTEE shall not interfere with the normal operations of Grantor and shall protect all of GRANTOR'S buildings, wires, tracks, equipment and fixtures of all kinds which may be encountered during the course of construction, future inspection, maintenance and repair of the sewer and appurtenances.

The GRANTEE agrees to indemnify and save the GRANTOR and the agents, employees, tenants, invitees and/or licensees of the GRANTOR and hold harmless from and against all claims, demands, actions, causes of action, or injury to or death of persons and/or loss of or damage to property of the GRANTOR and any of GRANTOR'S agents, employees, tenants, invitees and/or licensees of GRANTOR, caused by or resulting from the use or exercise of the rights and privileges herein conferred.

TO HAVE AND TO HOLD the above granted easement, rights and right-of-way and its appurtenances to said GRANTEE, and to its successors and assigns forever.

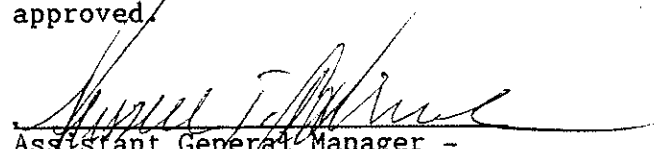
And the GRANTOR, also binding successors and assigns, covenants with the said GRANTEE, and its successors, heirs and assigns, that, at and until the sealing of these presents, the GRANTOR is well seized of the above granted premises as a good and indefeasible estate in fee simple, has good right to bargain and grant in the same manner and forms as above written, and will warrant and defend said premises with appurtenances thereunto belonging to 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 _____, 1990.

THE GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By: _____
Ronald J. Tober
(TITLE) General Manager/Secretary
Treasurer

The legal form and correctness of the within instrument are hereby approved.


Assistant General Manager -
Legal

The legal form of the instrument
is approved.

**NORTHEAST OHIO REGIONAL SEWER
DISTRICT**

DATE _____, 1990.

By: _____

(TITLE) _____

Approved by the Board of Trustees
of the Northeast Ohio Regional
Sewer District

Resolution Number _____, passed _____, 19__.

Secretary
Board of Trustees

LEGAL DESCRIPTION
OF
A PERMANENT SEWER EASEMENT
ACROSS THE LAND OF
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

Situated in the State of Ohio, County of Cuyahoga, City of Brook Park, and part of the original Middleburgh Township, Section 11, Lots 1 and 2, and being part of Parcel 88 and 93 as described in Deed Book, 13869, Page 629 and 635, Cuyahoga County Records, and being more particularly described as follows:

Commencing at the point, at the most southerly corner of that certain 1.4 acre parcel of land described in Deed from the New York Central Railroad Company to Robert W. Campbell, dated October 29, 1945, recorded in Deed Book 6020, Page 347; thence North $57^{\circ} 49' 28''$ West, a distance of 42.00 feet to a point; thence South $32^{\circ} 10' 32''$ West, a distance of 987.79 feet to a point; thence South $88^{\circ} 04' 43''$ East, a distance of 11.58 feet to a point; thence South $32^{\circ} 10' 32''$ West, a distance 769.30 feet to a point; thence South $89^{\circ} 08' 08''$ East, a distance of 11.70 feet to a point; thence South $32^{\circ} 10' 32''$ West, a distance of 301.19 feet to a point, said point being the true place of beginning:

Thence South $12^{\circ} 52' 23''$ West, parallel to and 15.00 feet easterly from the centerline of a proposed sewer, a distance of 250.59 feet to a point, said point being in the northwesterly right-of-way of Consolidated Rail Corporation;

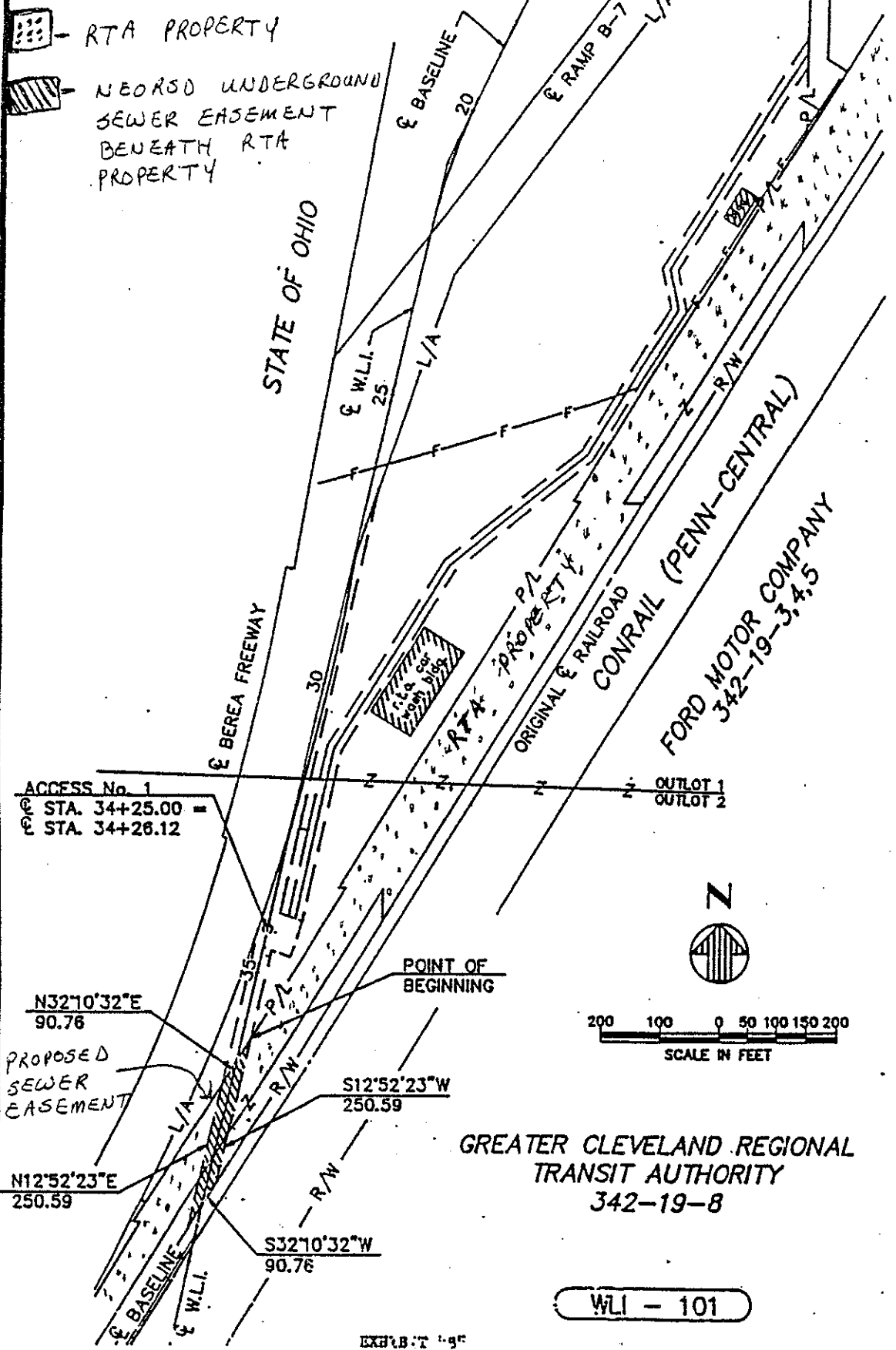
Thence South $32^{\circ} 10' 32''$ West, along said railroad right-of-way, a distance of 90.76 feet to a point; said line being located parallel to and 22.19 feet northwesterly from the original centerline of said railroad;

Thence North $12^{\circ} 52' 23''$ East, parallel to and 15.00 feet westerly from the centerline of a proposed sewer, a distance of 250.59 feet to a point;

Thence North $32^{\circ} 10' 32''$ East, a distance of 90.76 feet to the place of beginning and containing 7,518 square feet (0.173 acres) of land, more or less.

Permanent Easement Number; 342-19-8

Easement Number; WLI-101



NORTHEAST OHIO REGIONAL SEWER DISTRICT
 WEST LEG INTERCEPTOR

GREATER CLEVELAND R.T.A.	BROOK PARK, OHIO	PERM. EASE. _____ 7,518 SQ. FT.
OWNERS NAME 342-19-8	CITY, VILLAGE SECTION 11, LOTS 1 & 2	TEMP. EASE. _____ SQ. FT.
PERMANENT PARCEL NO.	SUBLOT NO.	SCALE: AS SHOWN DATE: 4-7-89