

EXHIBIT "A"

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

(I, We) \_\_\_\_\_, the Grantor herein, for valuable consideration received and to be received to (my, our) full satisfaction, do hereby grant and convey to the City of Brecksville, 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 Brecksville, County of Cuyahoga, State of Ohio, known as being part of the Original Brecksville Township Lot No. 55, 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.  
\_\_\_\_\_

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 of Brecksville, 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 Grantor, 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 of Brecksville.

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 of Brecksville.

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

\_\_\_\_\_  
(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: \_\_\_\_\_  
Chief, Assistant Director of Law

Date: \_\_\_\_\_



Legal Description

Valor Acres – Multi Use Parcel

Water Line Easement

September 4, 2024

File No. 14424F-LD002

Page 1 of 2

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio and known as being part of Parcel 2A-1 in the Lot Split for Parcel 2A, Valor Acres Subdivision, being part of Original Brecksville Township Lot No. 55, as shown in recorded plat A.F.N. 202408130449 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at a 1” iron pin monument found at the intersection of the centerline of Miller Road (Width Varies) and the centerline of Brecksville Road (State Route 21) (100 Ft. Wide);

Thence South  $89^{\circ}36'56''$  West, along the centerline of said Miller Road, a distance of 1506.06 feet;

Thence North  $00^{\circ}23'04''$  West, a distance of 50.00 feet to a point on the Northerly line of a 20’ Right of Way Easement as recorded in Volume 96-06809, Page 9 of Cuyahoga County Records and the principal place of beginning;

Course 1 Thence South  $89^{\circ}36'56''$  West, along the Northerly line of said 20’ Right of Way Easement, a distance of 70.67 feet;

Course 2 Thence North  $45^{\circ}20'58''$  West, a distance of 33.79 feet;

Course 3 Thence North  $00^{\circ}18'45''$  West, a distance of 195.57 feet;

Course 4 Thence North  $56^{\circ}57'54''$  East, a distance of 393.75 feet;

Course 5 Thence North  $89^{\circ}40'26''$  East, a distance of 1202.35 feet;

Course 6 Thence South  $00^{\circ}19'21''$  East, a distance of 50.0 feet;

Course 7 Thence South  $89^{\circ}40'26''$  West, a distance of 1187.68 feet;

Course 8 Thence South  $56^{\circ}57'54''$  West, a distance of 351.78 feet;

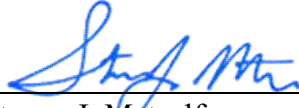
Course 9 Thence South  $00^{\circ}18'54''$  East, a distance of 147.54 feet;

Legal Description  
Valor Acres – Multi Use Parcel  
Water Line Easement  
September 4, 2024  
File No. 14424F-LD002  
Page 2 of 2

Course 10 Thence South  $45^{\circ}20'58''$  East, a distance of 63.00 feet to the principal place of beginning and containing 2.0520 Acres (89,387 Square Feet), according to a survey by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff & Associates, dated January 2022.

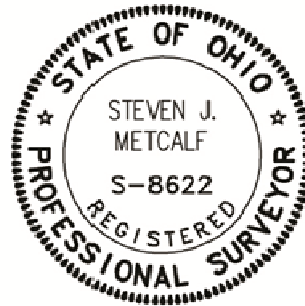
Basis of bearings for this survey is Grid North of NAD83 (2011) Ohio State Plane Coordinate System, North Zone (3401) and is used to denote angles only.

Be the same more or less, but subject to all legal highways and easements of record.

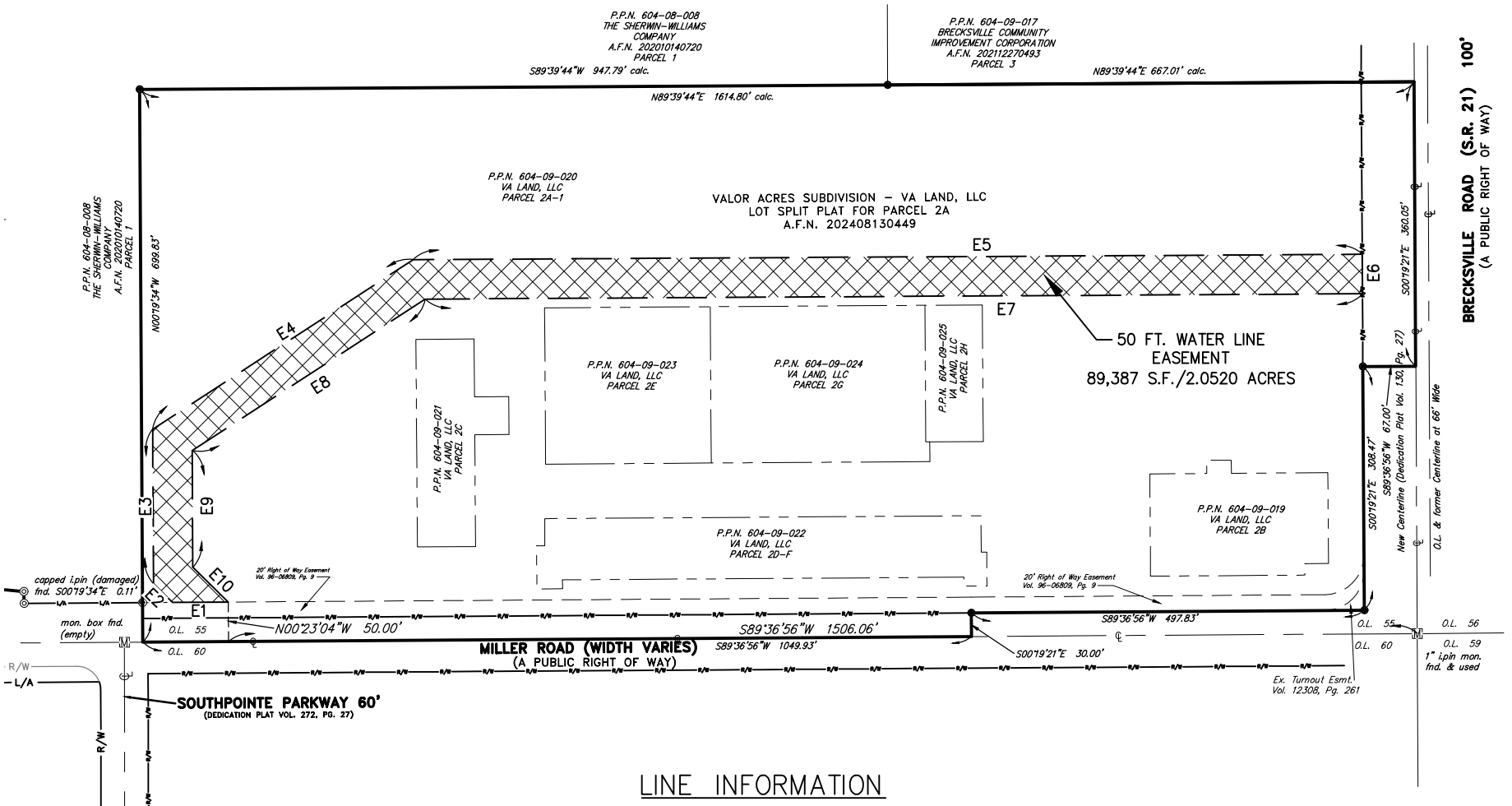


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Steven J. Metcalf  
Registered Survey No. 8622-Ohio



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**LINE INFORMATION**

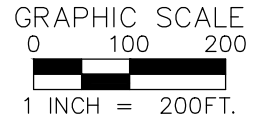
LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING
E1	70.67'	S89°36'56"W	E6	50.00'	S00°19'21"E
E2	33.79'	N45°20'58"W	E7	1187.68'	S89°40'26"W
E3	195.57'	N00°18'45"W	E8	351.78'	S56°57'54"W
E4	393.75'	N56°57'54"E	E9	147.54'	S00°18'45"E
E5	1202.35'	N89°40'26"E	E10	63.00'	S45°20'58"E



Civil Engineers + Landscape Architects + Planners + Surveyors  
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**NORTH**



BRECKSVILLE, OHIO  
 09/04/24 JOB#14424F

**WATER LINE EASEMENT EXHIBIT**

**VALOR ACRES - MULTI USE AREA**

**BRECKSVILLE ROAD (S.R. 21) 100'**  
 (A PUBLIC RIGHT OF WAY)