

P/C \_\_\_\_\_  
CA PRIOR 8-20-19  
1st R 9-3-19  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_  
CAUCUS PRICE 9-3-19

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 1116-2019

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE  
APPROVING A REQUEST TO VACATE THE PROPERTY  
KNOWN AS 'OLD CEDAR POINT ROAD' EASTERLY FROM  
AEROSPACE PARKWAY IN THE U1-A2 ZONE AND THE PROPERTY DEDICATED  
RIGHT-OF-WAY EASTERLY OF GRAYLAND DRIVE IN THE U6 ZONE,  
AND DECLARING AN EMERGENCY

WHEREAS, on August 5, 2019, the Planning Commission approved and referred to Council a request to vacate the property known as "Old Cedar Point Road" easterly from Aerospace Parkway in the U1-A2 Zone and the property dedicated right-of-way easterly of Grayland Drive in the U6 Zone for the purpose of future consolidation of all NASA property into one parcel;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The vacation of the aforementioned property is further described and illustrated in Exhibit "1" as attached hereto and incorporated herein by reference and is hereby authorized and approved by the Council of the City of Brook Park.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that it is Council's desire to approve the request to vacate the property known as "Old Cedar Point Road" easterly from Aerospace Parkway in the U1-A2 zone and the property dedicated right-of-way easterly of Grayland Drive in the u6 Zone; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: September 3, 2019

M. P. Kucinski  
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak  
Clerk of Council

APPROVED: [Signature]  
MAYOR

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

9/6/19  
DATE

[Signature]  
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 1115-2019 passed on the 3rd day of September 2019 by said council.  
Michelle Blazak  
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days, commencing September 5, 2019  
Michelle Blazak  
MICHELLE BLAZAK  
Clerk of Council

	Yea	Nay
Stemm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burgio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

# MEMORANDUM OF UNDERSTANDING

Between

The City of Brook Park

and

The National Aeronautics and Space Administration (NASA)

For the Use of Cedar Point Road

## I. STATEMENT OF INTENT

This Memorandum of Understanding ("MOU") is between the City of Brook Park, located in Cuyahoga County, Ohio (the "City"), and the National Aeronautics and Space Administration ("NASA"). This MOU hereby sets forth the terms of agreement and understanding between NASA and the City to ensure that NASA is permitted to use, maintain, and improve Cedar Point Road prior to the recording of a certain vacation plat of Cedar Point Road by the City.

## II. BACKGROUND

NASA owns property abutting both sides of Cedar Point Road, east of Aerospace Parkway, and has requested the vacation of this portion of Cedar Point Road without objection from the City of Brook Park. The anticipated portion of Cedar Point Road to be vacated is depicted in the attached Exhibit A. NASA and the City are preparing the vacation plat documents and intend to execute and record (as applicable) the vacation plat documents as soon as practicable.

## III. SCOPE

A portion of Cedar Point Road, as depicted in Exhibit A, will be modified by NASA so that the connection to Aerospace Parkway will be removed and routed to West Area Road, just to the north of the NASA West Gate. NASA intends to extend the perimeter fence to include the aforementioned modifications so that the portion of Cedar Point Road to be vacated will be within the secured aforementioned perimeter.

## IV. TERM

This MOU will remain in effect until the vacation plat of Cedar Point Road and associated easement areas east of Aerospace Parkway are recorded or five years from the date of the last signature below, whichever comes first.

## V. TERMS & CONDITIONS

- A. For the term of this MOU, the City does hereby grant and convey to NASA the exclusive right of use of that certain portion of Cedar Point Road, as depicted in Exhibit A.
- B. For the term of this MOU, NASA shall maintain that certain portion of Cedar Point Road, as depicted in Exhibit A, at NASA's expense. Notwithstanding, all costs associated with sewer and water maintenance shall be borne by the City, except in circumstances where costs are derivative of NASA's gross negligence.



- C. There will be no transfer of funds between the Parties under this MOU. Each Party shall be responsible for all costs associated with the activities undertaken with respect to this MOU. All activities under or pursuant to this MOU are subject to the availability of funds, and, further, no provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

## **VI. LIABILITY AND RISK OF LOSS**

- A. Each Party agrees to assume liability for its own risks and acts arising from or related to activities conducted under this MOU.
- B. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (as defined below), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this MOU, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
- C. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this MOU. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.
- D. For the purpose of this MOU, the term "Related Entity" means: (i) A contractor or subcontractor of a Party at any tier; (ii) A grantee or any other cooperating entity or investigator of a Party at any tier; or (iii) A contractor or subcontractor of a grantee or any other cooperating entity or investigator of a Party at any tier.

## **VII. DISPUTE RESOLUTION**

Except in those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this MOU shall be referred by the claimant in writing to the appropriate person identified in this MOU as the "Points of Contact" in this Article VII. The persons identified as the "Points of Contact" for NASA and the City will consult and attempt to resolve all issues arising from the implementation of this MOU. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this MOU, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency

decision. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

### VIII. POINTS OF CONTACT

The following people are designated as the Points of Contact in the performance of this MOU:

#### NASA

Timothy A. Monk, P.E., LEED AP  
Civil Systems Manager  
21000 Brookpark Road  
Cleveland, OH 44135  
Phone: 216-433-3921  
Email: timothy.a.monk@nasa.gov

#### The City

Michael D. Gammella  
Mayor  
6161 Engle Road  
Brook Park, Ohio, 44142  
Phone: 216-433-1300  
Email: mgammella@cityofbrookpark.com

### IX. MODIFICATIONS

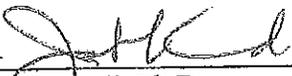
Any modifications to this MOU shall be executed, in writing, and signed by an authorized representative of NASA and the City.

### X. SIGNATORY AUTHORITY

The signatories to this MOU covenant and warrant that they have authority to execute this MOU. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
GLENN RESEARCH CENTER

THE CITY OF BROOK PARK

BY:   
Janet L. Kavandi, Ph.D.  
Center Director

BY:   
Michael D. Gammella  
Mayor, City of Brook Park

DATE: 6/12/19

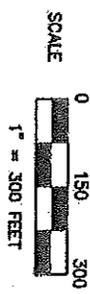
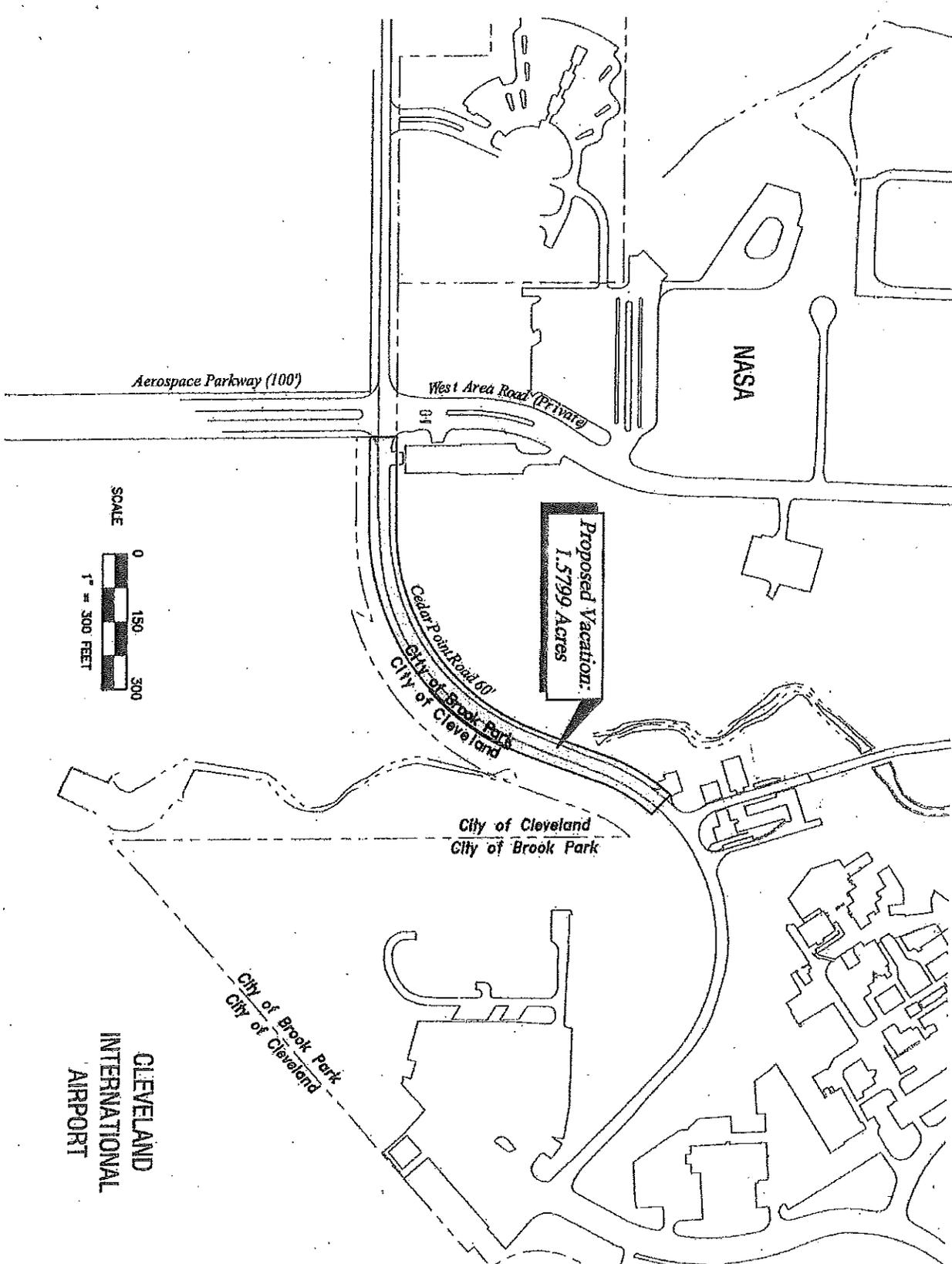
DATE: 6/5/19

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS

  
DIRECTOR OF LAW

**EXHIBIT "A"**

VACATION OF CEDAR POINT ROAD



Proposed Vacation:  
1.5799 Acres

**CLEVELAND  
INTERNATIONAL  
AIRPORT**

NASA GLENN RESEARCH CENTER  
SECTION 21 TWP 6N RANGE 14W  
CITY OF BROOKPARK  
CUYAHOGA COUNTY, OH

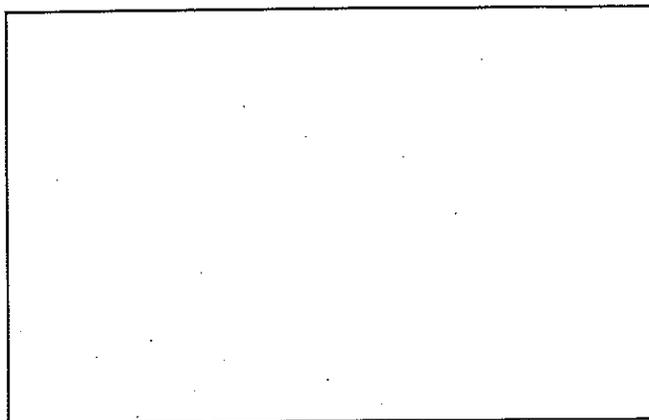


DR: DY | CH: BP  
P.M. T. MGNK  
JOB: 220064  
05/10/2019

SHEET NO.  
1 OF 1

**When Recorded Return To:**

NASA – Glenn Research Center  
Attn: Tim Monk  
21000 Brookpark Road, MS 86-9  
Cleveland, Ohio 44135



**STORM SEWER UTILITY EASEMENT AGREEMENT**

This Storm Sewer Utility Easement Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the National Aeronautics and Space Administration (“GRANTOR”), acting by and through the Center Director for the National Aeronautics and Space Administration, Glenn Research Center, and the City of Brook Park, Ohio (“GRANTEE”), acting by and through its Mayor, Michael D. Gammella.

**RECITALS**

- A. WHEREAS, GRANTOR has granted GRANTEE the real property legally described in Exhibit A attached hereto, visually depicted in Exhibit B attached hereto designated as “Storm Easement”, and;
- B. WHEREAS, GRANTOR owns the real property in fee legally described in Exhibit C attached hereto, and visually depicted in Exhibit D attached hereto and designated as Vacation Plat (Plat Volume \_\_\_\_\_, Page \_\_\_\_\_ by the Cuyahoga County Records) (the “Grantor's Tract”) and GRANTOR now owns the Grantor's Tract in fee;

NOW THEREFORE, GRANTOR, in consideration of the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to GRANTEE:

- 1. a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress across, over and under the Easement Tract to construct, reconstruct, maintain, alter, inspect, use, and repair a public sewer and its appurtenances, including manholes, embankments and sewage tanks or valves (the “Easement”).

GRANTEE's use of the Easement Tract shall be subject to GRANTOR'S security and badging (i) protocols, (ii) requirements, (iii) restrictions, and (iv) procedures.

GRANTEE shall provide 15 days advance written notice to GRANTOR and obtain GRANTOR's written approval, which shall not be unreasonably withheld, prior to exercising any rights granted in this Agreement.

GRANTOR herein reserves the right to itself, its heirs and assigns to continue to use the land within the Easement Tract for any use and purposes which shall not interfere with the use of the Easement Tract by the GRANTEE in fulfilling the purpose for which the Easement is granted.

This Agreement shall be binding upon and inure to the benefit of the GRANTEE, their agents, employees, successors, and assigns and shall constitute a covenant for the benefit of and running with and appurtenant to the property of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this Easement as of the date first above written.

**GRANTOR:**

NATIONAL AERONAUTICS SPACE ADMINISTRATION,  
GLENN RESEARCH CENTER

**BY:** \_\_\_\_\_

JANET KAVANDI, CENTER DIRECTOR

**ACKNOWLEDGEMENT**

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by Janet Kavandi, Center Director of the National Aeronautics and Space Administration, Glenn Research Center, a federal agency of the United States of America, on behalf of the agency.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION  
STORM EASEMENT  
FOR CEDAR POINT ROAD  
TO THE CITY OF BROOK PARK, OHIO**

Situated in the City of Brook Park, County of Cuyahoga State of Ohio and known as being part of Original Middleburg Township Lot No. 3, Section 21, and also known as being part of Cedar Point Road as shown on the recorded plat in Volume 130 of Maps, Pages 4-5 of Cuyahoga County Records, bounded and described as follows:

Beginning at a 5/8" iron pin found at the intersection of the easterly line of Aerospace Parkway (100 feet wide) and the former northerly line of Cedar Point Road, as vacated by City of Brook Park Ordinance No. \_\_\_\_\_-2019 and plat recorded in Volume \_\_\_\_\_ of Maps, Page \_\_\_\_\_ of Cuyahoga County Records, (60 feet wide);

Thence North  $00^{\circ} 06' 18''$  West and parallel to the centerline of Aerospace Parkway, 60.00 feet to a point on the northerly line of Cedar Point Road;

Thence South  $89^{\circ} 49' 13''$  East along the northerly line of Cedar Point Road, 196.30 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the left 598.26 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 490.24 feet, and a chord that bears North  $55^{\circ} 13' 09''$  East, 561.82 feet to a point of tangency;

Thence North  $20^{\circ} 15' 31''$  East along the northerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the right 166.99 feet, said curve having a central angle of  $21^{\circ} 47' 59''$ , a radius of 438.89 feet, and a chord that bears North  $31^{\circ} 09' 30''$  East, 165.98 feet to a point on the southwesterly line of that portion of Cedar Point Road, previously vacated, as shown on the recorded plat in Volume 250 of Maps, Page 18 of Cuyahoga County Records;

Thence South  $45^{\circ} 50' 41''$  East along the southwesterly endline of vacated Cedar Point Road, 60.05 feet to a point on the southerly line of Cedar Point Road;

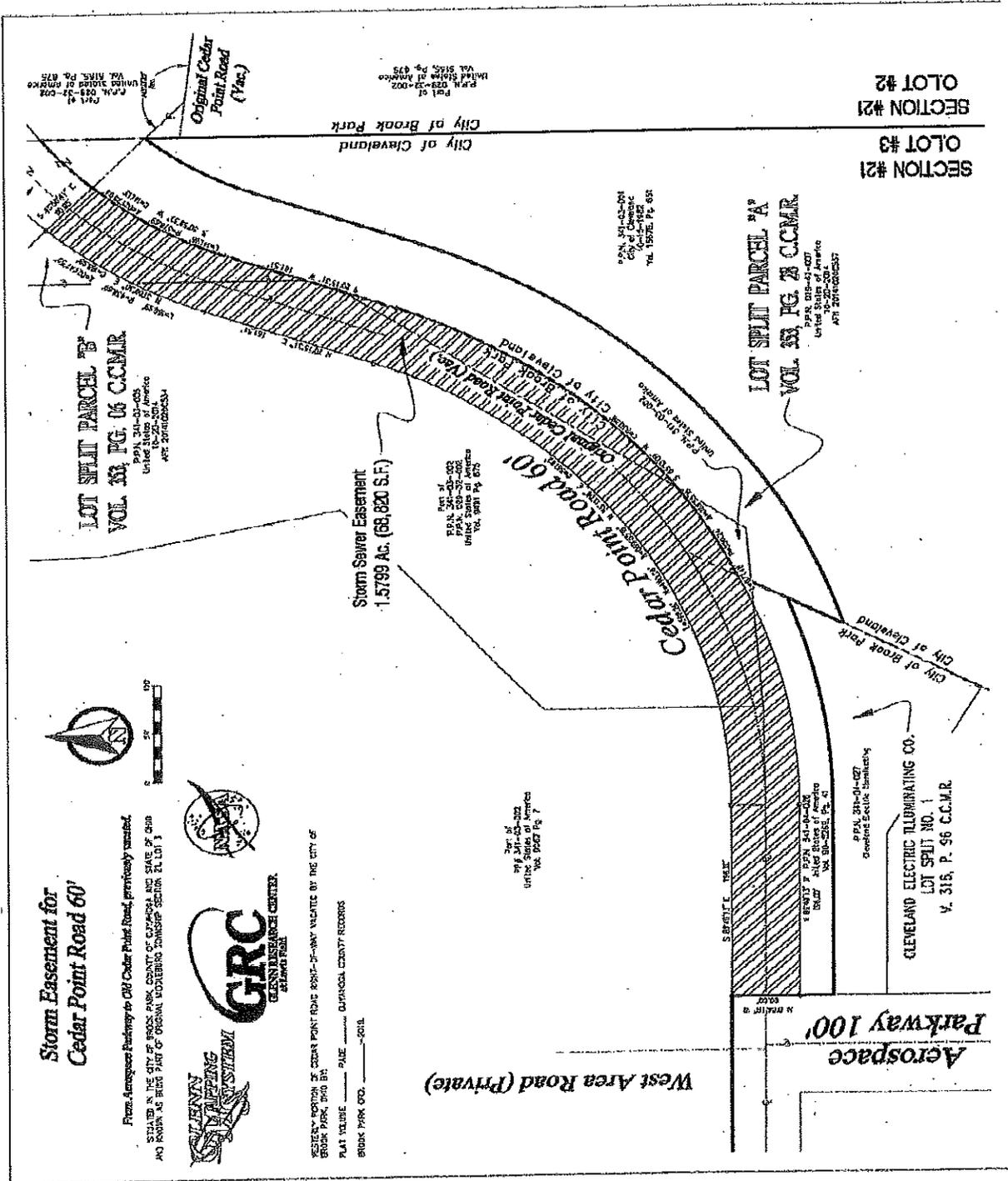
Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the left 141.96 feet, said curve having a central angle of  $21^{\circ} 28' 03''$ , a radius of 378.89 feet and a chord that bears South  $30^{\circ} 59' 32''$  West, 141.13 feet to a point of tangency;

Thence South  $20^{\circ} 15' 31''$  West along the southerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the right 671.48 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 550.24 feet, and a chord that bears South  $55^{\circ} 13' 09''$  West, 630.58 feet to a point;

Thence North  $89^{\circ} 49' 13''$  West along the southerly line of Cedar Point Road, 196.00 feet to the point of beginning and containing 1.5799 acres (68,820 square feet) of land as calculated and described by Brian C. Pcioneck, Ohio P.S. No. 8295 of Leidos, Inc. in February of 2015, be the same more or less, but subject to all legal highways.

**Exhibit B**



**Storm Easement for  
Cedar Point Road 60'**

From Aerospace Parkway to Old Cedar Point Road, previously vacated.  
STATED IN THE CITY OF BROOK PARK, COUNTY OF CUYAHOGA, AND STATE OF OHIO  
AS SHOWN AS BEING PART OF ORIGINAL DOUBLEDAY JOHNSON SECTION 24, LOT 1



SEWER EASEMENT TO CEDAR POINT ROAD 60'-0" WIDE VARIATE BY THE CITY OF  
BROOK PARK, 2010 BY:  
PLAT NUMBER: 0116 DATE: 01/11/2011 OFFICIAL COUNTY RECORDS  
BROOK PARK CO. 2011

West Area Road (Private)

Aerospace Parkway 100'

CLEVELAND ELECTRIC ILLUMINATING CO.  
LOT SPLIT NO. 1  
V. 315, P. 56 C.C.M.R.

LOT SPLIT PARCEL B'  
VOL. 33, PG. 16 C.C.M.R.

Storm Sewer Easement  
1.5799 Ac. (68,820 S.F.)

LOT SPLIT PARCEL 'A'  
VOL. 33, PG. 23 C.C.M.R.

SECTION #21  
OLOT #3  
OLOT #2

City of Cleveland  
City of Brook Park  
Original Cedar Point Road (Vac)

Part of  
P.P.N. 234-01-027  
City of Cleveland  
Vol. 1557E, Pg. 65E

Part of  
P.P.N. 234-01-027  
City of Cleveland  
Vol. 1557E, Pg. 65E

Part of  
P.P.N. 234-01-027  
City of Cleveland  
Vol. 1557E, Pg. 65E

SEWER EASEMENT

**Exhibit C**

**LEGAL DESCRIPTION  
VACATION PLAT OF  
CEDAR POINT ROAD**

Situated in the City of Brook Park, County of Cuyahoga State of Ohio and known as being part of Original Middleburg Township Lot No. 3, Section 21, and also known as being part of Cedar Point Road as shown on the recorded plat in Volume 130 of Maps, Pages 4-5 of Cuyahoga County Records, bounded and described as follows:

Beginning at a 5/8" iron pin found at the intersection of the easterly line of Aerospace Parkway (100 feet wide) and the south line of Cedar Point Road (60 feet wide);

Thence North  $00^{\circ} 06' 18''$  West and parallel to the centerline of Aerospace Parkway, 60.00 feet to a point on the northerly line of Cedar Point Road;

Thence South  $89^{\circ} 49' 13''$  East along the northerly line of Cedar Point Road, 196.30 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the left 598.26 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 490.24 feet, and a chord that bears North  $55^{\circ} 13' 09''$  East, 561.82 feet to a point of tangency;

Thence North  $20^{\circ} 15' 31''$  East along the northerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the right 166.99 feet, said curve having a central angle of  $21^{\circ} 47' 59''$ , a radius of 438.89 feet, and a chord that bears North  $31^{\circ} 09' 30''$  East, 165.98 feet to a point on the southwesterly line of that portion of Cedar Point Road, previously vacated, as shown on the recorded plat in Volume 250 of Maps, Page 18 of Cuyahoga County Records;

Thence South  $45^{\circ} 50' 41''$  East along the southwesterly endline of vacated Cedar Point Road, 60.05 feet to a point on the southerly line of Cedar Point Road;

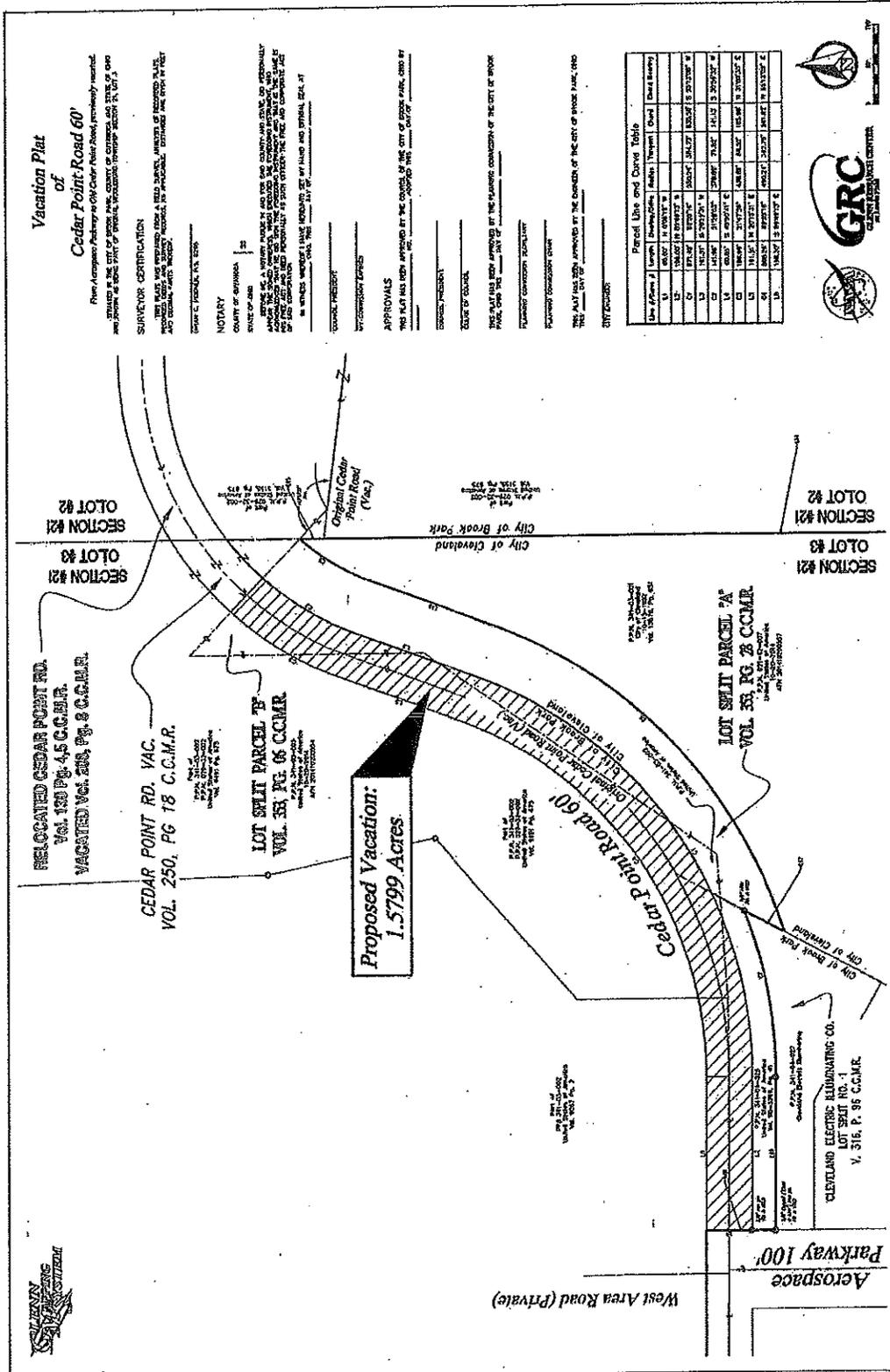
Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the left 141.96 feet, said curve having a central angle of  $21^{\circ} 28' 03''$ , a radius of 378.89 feet and a chord that bears South  $30^{\circ} 59' 32''$  West, 141.13 feet to a point of tangency;

Thence South  $20^{\circ} 15' 31''$  West along the southerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the right 671.48 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 550.24 feet, and a chord that bears South  $55^{\circ} 13' 09''$  West, 630.58 feet to a point;

Thence North 89° 49' 13" West along the southerly line of Cedar Point Road, 196.00 feet to the point of beginning and containing 1.5799 acres (68,820 square feet) of land as calculated and described by Brian C. Pcioneck, Ohio P.S. No. 8295 of Leidos, Inc. in February of 2015, be the same more or less, but subject to all legal highways.

# Exhibit D



## Vacation Plat of Cedar Point Road 60'

Plan is complete following all City Center rules and procedures, including the provisions of the City of Cleveland, Ohio, Ordinance No. 100-1-01, and the provisions of the City of Cleveland, Ohio, Ordinance No. 100-1-01, and the provisions of the City of Cleveland, Ohio, Ordinance No. 100-1-01.

### SURVEYOR CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Ohio, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the Office of the County Auditor, Cuyahoga County, Ohio, and that the same has been approved by the Board of Public Works of the City of Cleveland, Ohio, and that the same has been approved by the Board of Public Works of the City of Cleveland, Ohio, and that the same has been approved by the Board of Public Works of the City of Cleveland, Ohio.

DATE: \_\_\_\_\_

### NOTARY

NAME OF SURVEYOR: \_\_\_\_\_

STATE OF OHIO: \_\_\_\_\_

I, the undersigned, being a duly qualified and licensed Notary Public in the State of Ohio, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the Office of the County Auditor, Cuyahoga County, Ohio, and that the same has been approved by the Board of Public Works of the City of Cleveland, Ohio, and that the same has been approved by the Board of Public Works of the City of Cleveland, Ohio, and that the same has been approved by the Board of Public Works of the City of Cleveland, Ohio.

DATE: \_\_\_\_\_

### APPROVALS

APPROVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF CLEVELAND, OHIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

### CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF CLEVELAND, OHIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

### CITY ENGINEER

APPROVED BY THE CITY ENGINEER OF THE CITY OF CLEVELAND, OHIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

### PLANNING COMMISSION

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF CLEVELAND, OHIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

### PLANNING COMMISSION

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF CLEVELAND, OHIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

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APPROVED BY THE PLANNING COMMISSION OF THE CITY OF CLEVELAND, OHIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

### PLANNING COMMISSION

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF CLEVELAND, OHIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

Line #	From	To	Bearing	Distance	Area
1	100+00	100+00	0+00	0.00	0.00
2	100+00	100+00	0+00	0.00	0.00
3	100+00	100+00	0+00	0.00	0.00
4	100+00	100+00	0+00	0.00	0.00
5	100+00	100+00	0+00	0.00	0.00
6	100+00	100+00	0+00	0.00	0.00
7	100+00	100+00	0+00	0.00	0.00
8	100+00	100+00	0+00	0.00	0.00
9	100+00	100+00	0+00	0.00	0.00
10	100+00	100+00	0+00	0.00	0.00
11	100+00	100+00	0+00	0.00	0.00
12	100+00	100+00	0+00	0.00	0.00
13	100+00	100+00	0+00	0.00	0.00
14	100+00	100+00	0+00	0.00	0.00
15	100+00	100+00	0+00	0.00	0.00
16	100+00	100+00	0+00	0.00	0.00
17	100+00	100+00	0+00	0.00	0.00
18	100+00	100+00	0+00	0.00	0.00
19	100+00	100+00	0+00	0.00	0.00
20	100+00	100+00	0+00	0.00	0.00
21	100+00	100+00	0+00	0.00	0.00
22	100+00	100+00	0+00	0.00	0.00
23	100+00	100+00	0+00	0.00	0.00
24	100+00	100+00	0+00	0.00	0.00
25	100+00	100+00	0+00	0.00	0.00
26	100+00	100+00	0+00	0.00	0.00
27	100+00	100+00	0+00	0.00	0.00
28	100+00	100+00	0+00	0.00	0.00
29	100+00	100+00	0+00	0.00	0.00
30	100+00	100+00	0+00	0.00	0.00
31	100+00	100+00	0+00	0.00	0.00
32	100+00	100+00	0+00	0.00	0.00
33	100+00	100+00	0+00	0.00	0.00
34	100+00	100+00	0+00	0.00	0.00
35	100+00	100+00	0+00	0.00	0.00
36	100+00	100+00	0+00	0.00	0.00
37	100+00	100+00	0+00	0.00	0.00
38	100+00	100+00	0+00	0.00	0.00
39	100+00	100+00	0+00	0.00	0.00
40	100+00	100+00	0+00	0.00	0.00
41	100+00	100+00	0+00	0.00	0.00
42	100+00	100+00	0+00	0.00	0.00
43	100+00	100+00	0+00	0.00	0.00
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45	100+00	100+00	0+00	0.00	0.00
46	100+00	100+00	0+00	0.00	0.00
47	100+00	100+00	0+00	0.00	0.00
48	100+00	100+00	0+00	0.00	0.00
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50	100+00	100+00	0+00	0.00	0.00
51	100+00	100+00	0+00	0.00	0.00
52	100+00	100+00	0+00	0.00	0.00
53	100+00	100+00	0+00	0.00	0.00
54	100+00	100+00	0+00	0.00	0.00
55	100+00	100+00	0+00	0.00	0.00
56	100+00	100+00	0+00	0.00	0.00
57	100+00	100+00	0+00	0.00	0.00
58	100+00	100+00	0+00	0.00	0.00
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60	100+00	100+00	0+00	0.00	0.00
61	100+00	100+00	0+00	0.00	0.00
62	100+00	100+00	0+00	0.00	0.00
63	100+00	100+00	0+00	0.00	0.00
64	100+00	100+00	0+00	0.00	0.00
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66	100+00	100+00	0+00	0.00	0.00
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69	100+00	100+00	0+00	0.00	0.00
70	100+00	100+00	0+00	0.00	0.00
71	100+00	100+00	0+00	0.00	0.00
72	100+00	100+00	0+00	0.00	0.00
73	100+00	100+00	0+00	0.00	0.00
74	100+00	100+00	0+00	0.00	0.00
75	100+00	100+00	0+00	0.00	0.00
76	100+00	100+00	0+00	0.00	0.00
77	100+00	100+00	0+00	0.00	0.00
78	100+00	100+00	0+00	0.00	0.00
79	100+00	100+00	0+00	0.00	0.00
80	100+00	100+00	0+00	0.00	0.00
81	100+00	100+00	0+00	0.00	0.00
82	100+00	100+00	0+00	0.00	0.00
83	100+00	100+00	0+00	0.00	0.00
84	100+00	100+00	0+00	0.00	0.00
85	100+00	100+00	0+00	0.00	0.00
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89	100+00	100+00	0+00	0.00	0.00
90	100+00	100+00	0+00	0.00	0.00
91	100+00	100+00	0+00	0.00	0.00
92	100+00	100+00	0+00	0.00	0.00
93	100+00	100+00	0+00	0.00	0.00
94	100+00	100+00	0+00	0.00	0.00
95	100+00	100+00	0+00	0.00	0.00
96	100+00	100+00	0+00	0.00	0.00
97	100+00	100+00	0+00	0.00	0.00
98	100+00	100+00	0+00	0.00	0.00
99	100+00	100+00	0+00	0.00	0.00
100	100+00	100+00	0+00	0.00	0.00



**Standard Easement**  
**For The**  
**Maintenance Of A Water Main**  
**In Streets Vacated By City Ordinances**  
**For Circulation Purposes Only**

KNOWN ALL MEN BY THESE PRESENTS: That (I, We, Company or Corporation)

the City of Brook Park, a municipal corporation of Ohio, the granter, herein, for valuable consideration received and to be received to (my, our or its) full satisfaction, (do or does) hereby give, grant, bargain and convey to the City of Cleveland, a municipal corporation of the State of Ohio, the Grantee herein, the perpetual right-of-way and easement, for the purpose hereinafter mentioned in the following described premises, to-wit:

Situated in the City of Brook Park, County of Cuyahoga, State of Ohio, and Known as being part of the Original Middleburgh Township Lot No. 3 and bounded and described as follows:

See legal description attached hereto as Exhibit A

In consideration of the mutual covenants herein contained, the Granter hereby gives, grants and conveys unto said the right and maintain therein a water main and all appurtenances connected therewith that in the opinion of the Grantee, its successors or assigns, may be necessary at any time, also, to turn off the water of any main, or to do any other thing that may be necessary or advisable in the judgement of said Grantee, its successors or assigns, in order to maintain or operate said main, pipes and appurtenances, in accordance with the ordinance, rules and regulations for the management and protection of said Grantee now in force or that may hereafter be adopted. Further, whenever maintenance or work of any kind is required hereunder, the Grantee shall not be responsible for restoration of the property or its environs to its original topographical condition, and should also be held blameless for any damage accruing by reason of water leakage from water mains or appurtenances.

The Granters hereby restrict said premises within the limits of the above described easement against the construction thereon of any buildings of a temporary or permanent type, excepting any sidewalks and/or pavements, or the construction, in, over, or subjacent to the above described easement of any tunnels, railroad switch tracks, sewers, ducts; pipe, or pole lines within the limits of the above described easement which cross over or under said easement at any angle of not less than forty-five ( 45) degrees with the center lines of the water main or with clearance of not less than one (1) foot above or one and one-half (1 ½) feet below said water main.

In the event of a violation of any of the provisions of this easement by the Grantor, or his successors or assigns, the Grantee shall retain the right to enter upon the premises of the Grantor and either discontinue the water service, or make the necessary alterations to conform to the ordinances, rules and regulations of the Grantee. Any expenses involved by reason of the work involved shall be the responsibility of the Grantor. Further the Grantee shall not be responsible for restoration of the property of its environs to its original topographical condition, and should also be held blameless for any damage occurring by reason of water leakage from water mains or appurtenances. Further, to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or other obstructions thereon, or otherwise interfering with the access to or the maintenance of the water or appurtenances, and also against the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility for the maintenance of said watermain and appurtenances.

The Granters further agree that no additional fill will be made, or a ramp constructed within the limits of the above described easement for the purpose of providing access to the property which will increase the depth of the water main in excess of six (6) feet or to grade the surface within the limits of said easement which will reduce the depth of the water main to less than five (5) feet. It is agreed, however, that if in the event the Granter herein, his successors, or assigns, desire to build over, encroach upon, change the grade, or otherwise utilize all or any portion of the easement granted hereby to permit improvement of property now restricted hereunder, the Grantee must first approve such use of land within the limits of easement granted hereby, the Granter shall reconstruct or relocate all or any portion of water main affected by such use of land and where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided and bear the entire cost of reconstruction or relocation of the water main or appurtenances, in accordance with the provisions, rules and requirements of the Grantee, its successors or assigns. Said reconstructed or relocated water main and appurtenances shall, upon completion and approval of the Grantee, become the property of the City of Cleveland.

The Granters further agree that the Grantee shall be relieved of all liability to the Granter on account of the maintenance, construction, and reconstruction or relocation of said water main or appurtenances, and said Granter hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said water main or appurtenances, that said Granters, their successors or assigns may at any time cause by the sewers, ducts, pipe or pole lines within or over said easement, or such other use of premises within the limits of the above described easement as are not expressly prohibited herein, under the same conditions that legally exist for the installation and maintenance of water mains and appurtenances in streets dedicated to public use.

The Granter further agrees that since this water main is for circulation purposes only, no service connections or hydrants, shall be taken off it at any time, and that divisional valves of the same size of the water main shall be installed at each longitudinal end of the easement area. All existing water service connections within the water circulation easement shall be plugged prior to recording of said easement. In the event of leakage or a break, the Division of Water and Heat will close the divisional valves and take the section of water main out of service until it is repaired by and at the expense of the Granter.

To HAVE AND TO HOLD THE above granted easement, right-of-way, water lines and appurtenances and further additions installed by the Granter to said water lines and appurtenances in, over, and subject to above described premises, for the purpose above mentioned unto said Grantee forever.

It is the intent of this conveyance that neither the filing of this deed or conveyance, its acceptance by the Grantee nor any other circumstances shall be construed as a dedication of or as an agreement by the Grantee to accept for dedication the premises here in described for public use as a street.

And the Grantor does for itself, its successors and assigns covenant with the said Grantee, and its successors and assigns, that at and until the sealing of these presents, it is well seized of the above described premises as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and grant the same in manner and forms as above written, and that it will WARRANT AND DEFEND SAID PREMISES with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purpose herein described.

It is agreed that whatever party is named in this instrument there shall be intended and included, in each case, that party, his or hers heirs, administrators, its successors, and/or assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed in the Presence of:

Grantor:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO )

SS

COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed, personally and as such officers and the free act and deed of said corporation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all terms and conditions thereof this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ as authorized by Resolution #1620-72 adopted by the Council of the City of Cleveland on May 1, 1974.

Signed in the presence of:

\_\_\_\_\_

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

**Exhibit A**

**LEGAL DESCRIPTION  
WATER EASEMENT  
FOR CEDAR POINT ROAD  
TO THE CITY OF BROOK PARK, OHIO**

Situated in the City of Brook Park, County of Cuyahoga State of Ohio and known as being part of Original Middleburg Township Lot No. 3, Section 21, and also known as being part of Cedar Point Road as shown on the recorded plat in Volume 130 of Maps, Pages 4-5 of Cuyahoga County Records, bounded and described as follows:

Beginning at a 5/8" iron pin found at the intersection of the easterly line of Aerospace Parkway (100 feet wide) and the south line of Cedar Point Road as vacated by City of Brook Park Ordinance No. \_\_\_\_\_-2019 and plat recorded in Volume \_\_\_\_\_ of Maps, Page \_\_\_\_\_ of Cuyahoga County Records, (60 feet wide);

Thence North 00° 06' 18" West and parallel to the centerline of Aerospace Parkway, 20.00 feet to a point;

Thence South 89° 49' 13" East, 196.10 feet to a point of curvature;

Thence along the arc of a curve deflecting to the left 647.08 feet, said curve having a central angle of 69° 55' 16", a radius of 530.24 feet, and a chord that bears North 55° 13' 09" East, 607.66 feet to a point of tangency;

Thence North 20° 15' 31" East, 161.51 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right 150.30 feet, said curve having a central angle of 21° 35' 22", a radius of 398.89 feet, and a chord that bears North 31° 03' 22" East, 149.42 feet to a point on the southwesterly line of that portion of Cedar Point Road, previously vacated, as shown on the recorded plat in Volume 250 of Maps, Page 18 of Cuyahoga County Records;

Thence South 45° 50' 41" East along the southwesterly endline of vacated Cedar Point Road, 20.02 feet to a point on the southerly line of Cedar Point Road;

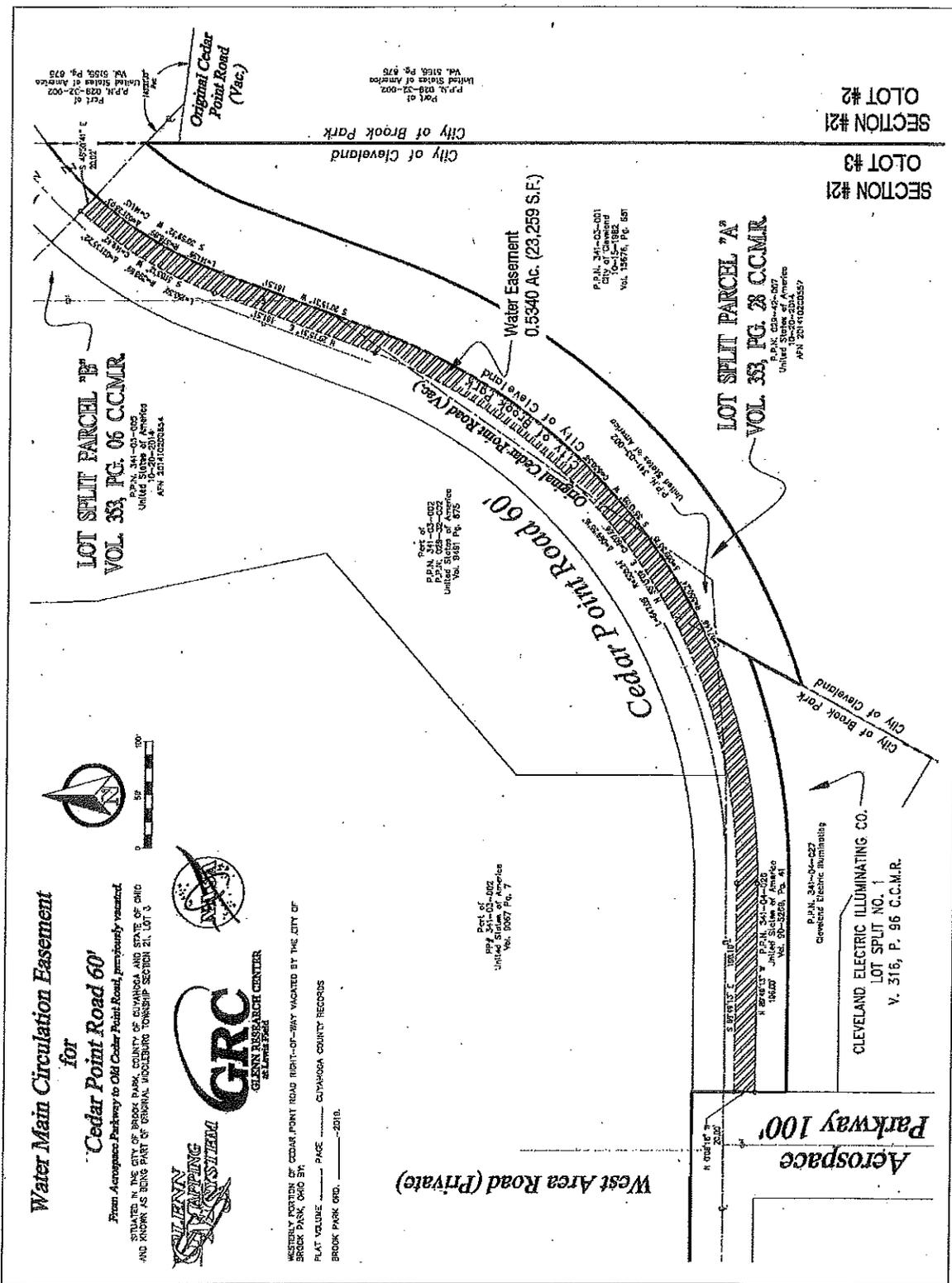
Thence along the former southerly line of Cedar Point Road as aforesaid, along the arc of a curve deflecting to the left 141.96 feet, said curve having a central angle of 21° 28' 03", a radius of 378.89 feet and a chord that bears South 30° 59' 32" West, 141.13 feet to a point of tangency;

Thence South 20° 15' 31" West along the former southerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the former southerly line of Cedar Point Road along the arc of a curve deflecting to the right 671.48 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 550.24 feet, and a chord that bears South  $55^{\circ} 13' 09''$  West, 630.58 feet to a point;

Thence North  $89^{\circ} 49' 13''$  West along the former southerly line of Cedar Point Road, 196.00 feet to the point of beginning and containing 0.5340 acres (23,259 square feet) of land as calculated and described by Brian C. Pcioneck, Ohio P.S. No. 8295 of Leidos, Inc. in February of 2019, be the same more or less, but subject to all legal highways.

Exhibit B

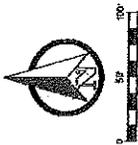


Water Main Circulation Easement

for

Cedar Point Road 60'

From Aerospace Parkway to Old Cedar Point Road, previously vacated  
SITUATED IN THE CITY OF BROOK PARK, COUNTY OF CUYAHOGA, AND STATE OF OHIO  
AND SHOWN AS BEING PART OF ORIGINAL WOODLEBURG TOWNSHIP SECTION 21, T17C



WESTERN PORTION OF CEDAR POINT ROAD RIGHT-OF-WAY VACATED BY THE CITY OF  
BROOK PARK, OHIO 2/1/1977  
PLAT VALUE \_\_\_\_\_ PACE \_\_\_\_\_ CUYAHOGA COUNTY RECORDS  
BROOK PARK ORD. \_\_\_\_\_-2019.

West Area Road (Private)

Parkway 100'

CLEVELAND ELECTRIC ILLUMINATING CO.  
LOT SPLIT NO. 1  
V. 316, P. 96 C.C.M.R.

Cleveland Electric Illuminating

LOT SPLIT PARCEL "A"  
VOL. 33, PG. 28 C.C.M.R.

P.P.N. 341-05-081  
CITY OF CLEVELAND  
10-1-1982  
VOL. 13576, PG. 581

Water Easement  
0.5340 Ac. (23,259 S.F.)

Part of  
P.P.N. 341-03-002  
United States of America  
Vol. 9187 Pg. 875

City of Cleveland  
City of Brook Park

Original Cedar  
Point Road  
(Vac.)

Part of  
P.P.N. 341-03-002  
United States of America  
Vol. 9187 Pg. 875

SECTION #21  
OLOT #3  
OLOT #2