

AN ORDINANCE APPROVING THE PLAT OF PHASE TWO OF THE RETREAT SUBDIVISION AND AUTHORIZING EXECUTION THEREOF UPON COMPLIANCE WITH DEVELOPMENT REQUIREMENTS

WHEREAS, the proponent has requested preliminary approval of a subdivision plan and final approval of a plat for a phase of a subdivision from the City of Fairlawn Planning Commission and final approval of the subdivision plan has been given; and

WHEREAS, the subdivision plan is for a portion of a new residential subdivision to be known as the Retreat, as part of the Rosemont Greens Planned Unit Development, located on Parcel No. 0904227, part of land formerly known as Rosemont Country Club; and

WHEREAS, the Administration has reviewed the same and recommends its acceptance; and

WHEREAS, the plat must be submitted to Council for its acceptance, and a public hearing must be held pursuant to Fairlawn Codified Ordinance Section 1222.02.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF FAIRLAWN, OHIO THAT:

Section 1: The plat of Phase Two of a new residential subdivision to be known as the Retreat approved by the Planning Commission is hereby approved and accepted, subject to the provisions of this Ordinance. To the extent the plat specifies any public streets, easements, public improvements, or dedicated open spaces, those are hereby accepted by the City.

Section 2: The effective date of this approval shall be that specified in Section 1222.02 (a)(4) of the City of Fairlawn Codified Ordinances.

Section 3: The Mayor, the Council President, and the Clerk of Council are hereby authorized and directed to sign the plat pursuant to this Ordinance when the proper plans have been submitted and checked, all fees and deposits have been paid, all improvements have been completed or performance bonds guaranteeing completion have been deposited, and all agreements with the City concerning the completion of such improvements have been signed and accepted.

Section 4: The signing of the plat shall be subject to any conditions set forth by the Planning Commission in granting final approval of the subdivision plan.

Section 5: The Homeowner's Association regulations for the Retreat shall be incorporated by reference in the plat.

Section 6: It is hereby found and determined that this legislation complies with Section 121.22, O.R.C. regarding notification of meetings and all deliberations of this Council pertaining hereto have been conducted in accordance therewith.

Section 7: This Ordinance shall be in full force and effect from and after its enactment and approval by the Mayor or at the earliest period allowed by law.

Enacted: _____ 2022

Approved: _____ 2022

Russell T. Sharnsky, President of Council

Mayor William J. Roth, Jr., Mayor

Approval of the form and corrections by R. Bryan Nace, Director of Law:

CERTIFICATION OF PASSAGE

I, Tonja K. Caldwell, Clerk of Council of the City of Fairlawn, hereby certify that the foregoing Ordinance was duly and regularly passed at a meeting on _____, 2022.

Tonja K. Caldwell, Clerk of Council

CERTIFICATION OF POSTING

This is to certify that on _____, 2022 the within Ordinance was published as required by in Section 222.03(a) of the Codified Ordinances of the City of Fairlawn.

Tonja K. Caldwell, Clerk of Council

THE RETREAT AT ROSEMONT

(PHASE TWO)

BEING A REPLAT OF BLOCK A OF THE RETREAT AT ROSEMONT (PHASE ONE) AS RECORDED IN DOCUMENT NUMBER 56708589 OF THE SUMMIT COUNTY RECORDS

SITUATED IN THE CITY OF FAIRLAWN, THE COUNTY OF SUMMIT, AND THE STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL LOT 3, ORIGINAL LOT 7, AND PART OF ORIGINAL LOT 8 OF THE CITY OF FAIRLAWN

KNOW ALL MEN BY THESE PRESENTS NEW LEAF ROSEMONT, LLC., BEING REPRESENTED HERewith BY KATIE WOJNO LANCIANESE, MANAGING MEMBER, HERewith ACKNOWLEDGE THE MAKING AND SIGNING OF INSTRUMENT TO BE HER FREE ACT AND DEED. AS WELL AS THE FREE ACT AND DEED OF SAID LLC., AND DO HEREBY DEDICATE ALL OF THE UTILITY EASEMENTS SHOWN ON THE ATTACHED PLAT FOR PURPOSES OF PROVIDING CABLE, ELECTRIC, GAS, WATER, SANITARY SEWER, TELECOMMUNICATIONS, AND FIBEROPTIC INTERNET SERVICES. THE PUBLIC SANITARY SEWER EASEMENTS SHALL BE DEDICATED TO THE CITY OF FAIRLAWN, AND THE WATER MAIN EASEMENTS SHALL BE DEDICATED TO CITY OF AKRON WATER SUPPLY BUREAU AS SHOWN HEREON, FOR PUBLIC USE FOREVER.

IN TESTIMONY THEREOF, WE HERewith SET OUR HANDS AND THE SEAL OF SAID CORPORATION THIS _____ DAY OF _____.

NEW LEAF ROSEMONT, LLC. WITNESS

BY: _____
NEW LEAF ROSEMONT, LLC.
KATIE WOJNO LANCIANESE
MANAGING MEMBER

STATE OF OHIO
COUNTY OF SUMMIT

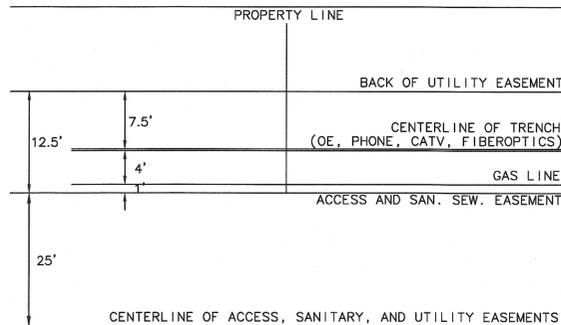
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE SIGNED OWNERS WHO ACKNOWLEDGE THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR FREE ACT AND DEED. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

APPROVED BY THE CITY COUNCIL OF THE CITY OF FAIRLAWN, OHIO THIS _____ DAY OF _____ BY RESOLUTION No. _____.

PRESIDENT OF COUNCIL _____ CLERK OF COUNCIL _____

THE UNDERSIGNED OWNERS OF THE LAND PLATTED BY THIS DOCUMENT, DO HEREBY GRANT UNTO THE OHIO EDISON COMPANY (OE) OR AUTHORIZED ELECTRICAL POWER PROVIDER, THE DOMINION EAST OHIO GAS COMPANY (DEO) OR AUTHORIZED NATURAL GAS PROVIDER, AND THE LOCALLY FRANCHISED CABLE PROVIDER, AND THE TELECOMMUNICATIONS PROVIDER, AND ALL OF THEIR SUCCESSOR AND ASSIGNS, A SEVENTY FIVE FOOT (75') WIDE EASEMENT (CENTERED ABOUT THE CENTERLINE OF SHOWN PRIVATE ROADWAYS), TO BE USED TO INSTALL, OPERATE, MAINTAIN AND SERVE DISTRIBUTION LINES, CONDUITS, CABLES, WIRING OR OTHER APPURTENANCES FOR THE SUPPLY OF ELECTRIC, GAS, COMMUNICATION, VIDEO, AND DATA SIGNALS FOR PUBLIC OR PRIVATE USE. THE UNDERSIGNED OWNERS OF THE LAND PLATTED BY THIS DOCUMENT, FURTHER GRANT UNTO THE CITY OF FAIRLAWN A FIFTY FOOT (50') WIDE EASEMENT (CENTERED ABOUT THE CENTERLINE OF SHOWN PRIVATE ROADWAYS) PUBLIC SANITARY SEWER EASEMENT, AND GRANT UNTO THE CITY OF AKRON A PUBLIC WATER SUPPLY EASEMENT, AS AUTHORIZED AND APPROVED BY THE CITY. UTILIZATION OF THE FOREGOING EASEMENTS SHALL BE IN COMPLIANCE WITH THE FOLLOWING EXHIBIT:

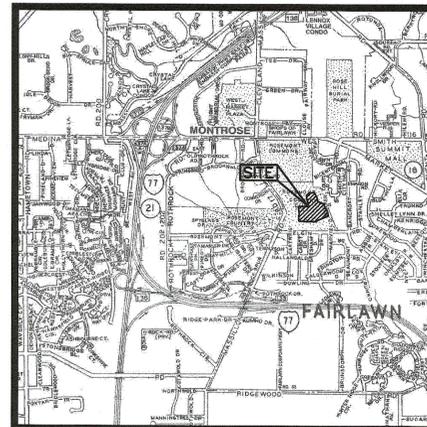


THIS EASEMENT ALLOWS FOR THE PROVIDERS OF SAID UTILITIES OR SERVICES THE RIGHT TO REMOVE TREES AND LANDSCAPING WITHOUT LIABILITY AS REQUIRED TO MAINTAIN, OPERATE OR CONSTRUCT THESE FACILITIES AND THE RIGHT OF ACCESS, AS NEEDED FOR EXERCISING THE PURPOSES OF THIS EASEMENT.

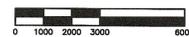
| | |
|--------------|--------------------|
| LOTS (41) | 8.0096 AC. |
| BLOCK G | 0.2093 AC. |
| BLOCK H | 2.8801 AC. |
| BLOCK I | 1.7299 AC. |
| TOTAL | 12.8289 AC. |

41 LOTS

APRIL, 2022



LOCATION MAP



SCALE: 1" = 3000'

PREPARED BY:

GBC DESIGN, INC.

565 White Pond Drive Akron, OH 44320
Phone 330-836-0228 Fax 330-836-5782

PREPARED FOR:

NEW LEAF ROSEMONT, LLC.
2841 RIVIERA DR., SUITE 305
AKRON, OHIO 44333
PHONE: (330) 524-4394
REP.: KATIE WOJNO LANCIANESE

I HEREBY CERTIFY THAT THIS IS A CORRECT PLAT OF THE RETREAT AT ROSEMONT (PHASE TWO) MADE BY ME THIS Twenty-Seventh DAY OF APRIL, 2022 AND THAT THE SURVEY BALANCES AND CLOSES, AND THE MONUMENTS SHOWN HEREON ARE SET OR TO BE SET AS SHOWN, AND ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

JOSHUA MATEJIN REG. SURVEYOR #8787

STATE OF OHIO
COUNTY OF SUMMIT



BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE SIGNED SURVEYOR WHO ACKNOWLEDGE THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR FREE ACT AND DEED. MY COMMISSION EXPIRES 12/19/2022.

NOTARY PUBLIC

APPROVED BY THE ENGINEER OF THE CITY OF FAIRLAWN THIS _____ DAY OF _____

CITY ENGINEER

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF FAIRLAWN THIS _____ DAY OF _____

CHAIRPERSON

SECRETARY

WE, THE OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF FAIRLAWN AND ITS CORPORATE SUCCESSORS, A FIFTY FOOT (50') PERMANENT EASEMENTS AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING SANITARY SEWERS, INCLUDING THE RIGHT AND PRIVILEGE TO ENTER UPON OR OVER GRANTOR PROPERTY TO ACCESS THE SANITARY EASEMENTS GRANTED HEREIN.

GRANTORS:
NEW LEAF ROSEMONT, LLC.

GRANTEE:
CITY OF FAIRLAWN

KATIE WOJNO LANCIANESE MANAGING MEMBER

WILLIAM ROTH, MAYOR

CONVENANTS, RESTRICTIONS & HOMEOWNERS ASSOCIATION BYLAWS

DECLARATION OF CONVENANTS, RESTRICTIONS AND HOMEOWNERS ASSOCIATION BYLAWS FOR SAID SUBDIVISION ARE AS RECORDED IN DOCUMENT NO. 56709500 OF SUMMIT COUNTY RECORDS, AND THE SAME ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY REWRITTEN HEREIN.

THE RETREAT AT ROSEMONT HOMEOWNER ASSOCIATION OR INDIVIDUAL PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE RIGHT-OF-WAYS, STORM SEWERS AND STORMWATER MANAGEMENT FACILITIES WITHIN THE PRIVATE DRAINAGE EASEMENT(S) AND/OR BLOCK(S) WITHIN THIS PHASE PLUS THE STORM WATER MANAGEMENT FACILITY WITHIN BLOCK H AND ANY REPAIR OR IMPROVEMENT COST TO THEM, WHICH SHALL BE EQUALLY DIVIDED AMONG ALL OWNERS OF THE LOTS SHOWN ON THIS PLAT. ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT SHALL BE TO THE RETREAT AT ROSEMONT HOMEOWNER ASSOCIATION. MAINTENANCE SHALL INCLUDE CLEANING, DREDGING AND OTHER WORK WITHIN THE DRAINAGE EASEMENT(S)/BLOCK(S) TO MAINTAIN THE CAPACITIES, ELEVATIONS, LINES AND GRADES FOR STORM SEWERS, DITCHES, AND STORMWATER FACILITIES TO THE ORIGINAL DESIGN. THE LOT OWNERS/(HOMEOWNER ASSOCIATION) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF STORM SEWERS AND ALL STORMWATER MANAGEMENT PONDS FOR THE SUBDIVISION. NOTIFICATION OF MAINTENANCE REQUIRED SHALL BE THE RESPONSIBILITY OF THE RETREAT AT ROSEMONT HOMEOWNER ASSOCIATION. MOWING AND OTHER LAWN CARE ITEMS WITHIN THE DRAINAGE EASEMENT(S)/BLOCK(S) SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS AND/OR THE RETREAT AT ROSEMONT HOMEOWNER ASSOCIATION.

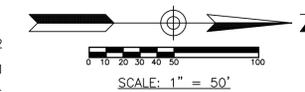
| | |
|-----------------|------------------|
| AUDITOR'S STAMP | RECORDER'S STAMP |
|-----------------|------------------|

NOTE:

• THE SPECIFIED EXISTING STORM SEWER EASEMENTS WITHIN ANY & ALL RIGHT-OF-WAYS AS WELL AS THE SPECIFIED EXISTING STORM SEWER EASEMENT WITHIN LOTS 56-58 ON THIS PLAT ARE HEREBY VACATED WITH THE RECORDING OF THIS DOCUMENT.

STATE PLANE COORDINATES

| NORTHING | EASTING |
|--------------|-------------|
| ① 534243.405 | 2207531.842 |
| ② 533591.894 | 2207386.951 |
| ③ 533553.760 | 2207664.855 |
| ④ 533499.356 | 2207992.158 |
| ⑤ 534092.926 | 2207990.841 |



BASIS OF BEARING: DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS, THEREOF, REFERENCED TO OBSERVATIONS MADE WITH OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE SYSTEM TO THE OHIO STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD83 (2011) DATUM ON FEBRUARY 11, 2020, AND ARE USED TO INDICATE ANGLES ONLY.

| MONUMENTS | |
|-----------|--|
| ● | 5/8" CAPPED REBAR TO BE SET, (GBC DESIGN, INC.) |
| ○ | 5/8" CAPPED REBAR (D.G. BONNING ASSOC.) TO BE SET UPON RECORDING OF REF. SURVEY UNLESS OTHERWISE INDICATED |
| ■ | MONUMENT ASSEMBLY TO BE SET |
| □ | MONUMENT FOUND |

| ABBREVIATIONS | | | |
|---------------|----------|-------|---------------|
| FND. | FOUND | P/L | PROPERTY LINE |
| CAP'D. | CAPPED | R/W | RIGHT OF WAY |
| I.P. | IRON PIN | C.L. | CENTER LINE |
| MEAS. | MEASURED | SAN. | SANITARY |
| REC. | RECORD | STM. | STORM |
| SEC. | SEWER | EASE. | EASEMENT |

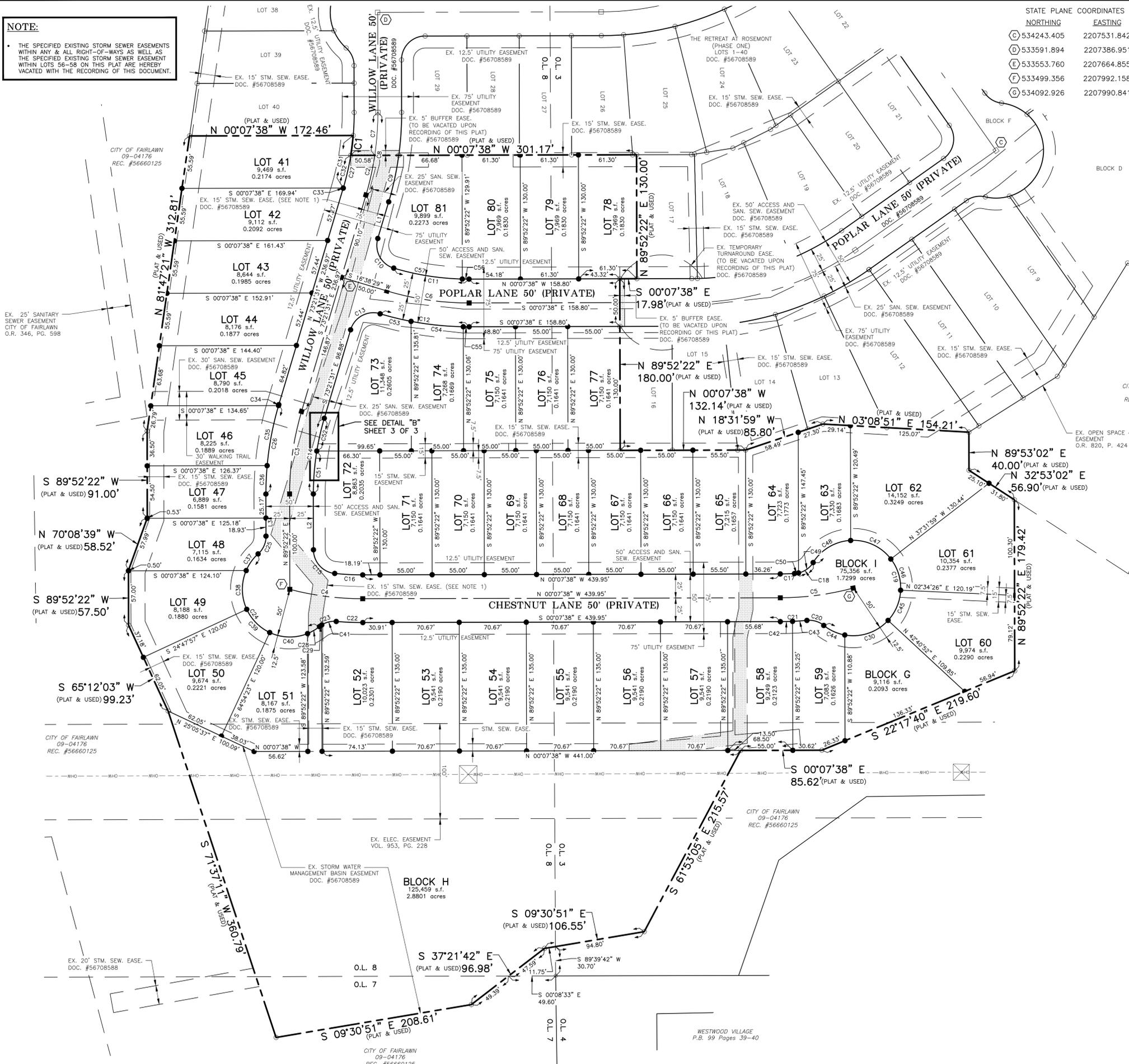
EXISTING STORM SEWER EASEMENTS TO BE VACATED WITH THE RECORDING OF THIS DOCUMENT.

LINE TABLE

| LINE | DIRECTION | LENGTH |
|------|---------------|--------|
| L1 | S 73°21'31" E | 40.10' |
| L2 | N 89°52'22" E | 58.56' |
| L3 | N 89°52'22" E | 44.10' |

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD LENGTH | CHORD BEARING |
|-------|---------|---------|------------|----------|--------------|---------------|
| C1 | 21.00' | 275.00' | 4°22'30" | 10.50' | 20.99' | S 82°53'48" E |
| C2 | 42.63' | 300.00' | 8°08'30" | 21.35' | 42.59' | S 77°25'46" E |
| C3 | 87.80' | 300.00' | 16°46'07" | 44.22' | 87.49' | S 81°44'35" E |
| C4 | 77.68' | 300.00' | 14°50'06" | 39.06' | 77.46' | N 07°17'25" E |
| C5 | 77.68' | 300.00' | 14°50'06" | 39.06' | 77.46' | N 07°32'41" W |
| C6 | 87.80' | 300.00' | 16°46'07" | 44.22' | 87.49' | S 08°15'25" W |
| C7 | 45.17' | 300.00' | 8°37'37" | 22.63' | 45.13' | S 85°48'49" E |
| C8 | 87.80' | 300.00' | 16°46'07" | 44.22' | 87.49' | S 81°44'35" E |
| C9 | 49.97' | 325.00' | 8°48'35" | 25.03' | 49.92' | S 77°45'49" W |
| C10 | 39.27' | 25.00' | 90°00'00" | 25.00' | 35.36' | N 61°38'29" E |
| C11 | 80.48' | 275.00' | 16°46'07" | 40.53' | 80.20' | N 08°15'25" E |
| C12 | 95.12' | 325.00' | 16°46'07" | 47.90' | 94.78' | N 08°15'25" W |
| C13 | 39.27' | 25.00' | 90°00'00" | 25.00' | 35.36' | S 28°21'31" E |
| C14 | 80.48' | 275.00' | 16°46'07" | 40.53' | 80.20' | S 81°44'35" E |
| C15 | 36.58' | 25.00' | 83°50'36" | 22.45' | 33.41' | N 47°57'04" E |
| C16 | 29.55' | 275.00' | 6°09'24" | 14.79' | 29.54' | N 02°57'04" E |
| C17 | 14.97' | 275.00' | 3°07'09" | 7.49' | 14.97' | N 01°41'13" W |
| C18 | 23.70' | 25.00' | 54°18'51" | 12.82' | 22.82' | N 30°24'12" W |
| C19 | 240.79' | 50.00' | 27°55'41" | 45.08' | 66.96' | N 80°24'09" E |
| C20 | 18.95' | 25.00' | 43°25'55" | 9.96' | 18.50' | S 16°39'02" W |
| C21 | 28.01' | 325.00' | 4°56'18" | 14.01' | 28.00' | N 02°35'47" W |
| C22 | 28.01' | 325.00' | 4°56'18" | 14.01' | 28.00' | S 02°20'31" W |
| C23 | 18.95' | 25.00' | 43°25'55" | 9.96' | 18.50' | S 16°54'17" E |
| C24 | 154.19' | 50.00' | 176°41'00" | 1727.04' | 99.96' | S 49°43'15" W |
| C25 | 21.03' | 25.00' | 48°11'23" | 11.18' | 20.41' | N 66°01'56" W |
| C26 | 95.12' | 325.00' | 16°46'07" | 47.90' | 94.78' | N 81°44'35" W |
| C27 | 35.28' | 275.00' | 7°21'02" | 17.66' | 35.26' | N 77°02'02" W |
| C28 | 14.55' | 50.00' | 16°40'28" | 7.33' | 14.50' | N 30°17'01" W |
| C29 | 3.01' | 25.00' | 6°53'52" | 1.51' | 3.01' | N 35°10'19" W |
| C30 | 50.22' | 50.00' | 57°32'49" | 27.46' | 48.13' | N 18°32'44" W |
| C31 | 56.11' | 275.00' | 11°41'22" | 28.15' | 56.01' | S 79°14'22" E |
| C32 | 35.11' | 275.00' | 7°18'53" | 17.58' | 35.08' | S 77°03'07" E |
| C33 | 0.17' | 275.00' | 0°02'09" | 0.09' | 0.17' | S 73°22'36" E |
| C34 | 0.98' | 325.00' | 10°02'22" | 0.49' | 0.98' | S 73°26'42" E |
| C35 | 64.27' | 325.00' | 11°19'49" | 32.24' | 64.16' | S 79°11'47" E |
| C36 | 29.87' | 325.00' | 5°15'56" | 14.94' | 29.86' | S 87°29'40" E |
| C37 | 21.67' | 50.00' | 24°49'44" | 11.01' | 21.50' | S 54°21'07" E |
| C38 | 41.92' | 50.00' | 48°01'58" | 22.28' | 40.70' | N 89°13'02" E |
| C39 | 35.00' | 50.00' | 40°06'25" | 18.25' | 34.29' | N 45°08'50" E |
| C40 | 41.05' | 50.00' | 47°02'24" | 21.76' | 39.91' | N 01°34'25" E |
| C41 | 15.94' | 25.00' | 36°32'03" | 8.25' | 15.67' | N 13°27'22" W |
| C42 | 12.83' | 325.00' | 2°15'41" | 6.41' | 12.83' | N 01°15'28" W |
| C43 | 15.18' | 325.00' | 2°40'37" | 7.59' | 15.18' | N 03°43'37" W |
| C44 | 24.55' | 50.00' | 28°08'19" | 12.53' | 24.31' | N 24°17'50" E |
| C45 | 35.00' | 50.00' | 40°06'25" | 18.25' | 34.29' | N 67°22'21" W |
| C46 | 35.00' | 50.00' | 40°06'25" | 18.25' | 34.29' | S 72°31'14" W |
| C47 | 48.47' | 50.00' | 55°32'23" | 26.33' | 46.59' | S 24°41'49" W |
| C48 | 47.55' | 50.00' | 54°29'19" | 25.75' | 45.78' | S 30°19'02" E |
| C49 | 19.37' | 25.00' | 44°23'56" | 10.20' | 18.89' | S 35°21'40" E |
| C50 | 4.33' | 25.00' | 9°54'55" | 2.17' | 4.32' | S 08°12'14" E |
| C51 | 45.20' | 275.00' | 9°25'05" | 22.65' | 45.15' | N 85°25'05" W |
| C52 | 35.28' | 275.00' | 7°21'02" | 17.66' | 35.26' | N 77°02'02" W |
| C53 | 33.55' | 325.00' | 5°54'54" | 16.79' | 33.54' | N 13°41'02" E |
| C54 | 55.37' | 325.00' | 9°45'39" | 27.75' | 55.30' | N 05°50'45" E |
| C55 | 6.20' | 325.00' | 1°05'33" | 3.10' | 6.20' | N 00°25'09" E |
| C56 | 7.12' | 275.00' | 1°29'03" | 3.56' | 7.12' | S 00°36'54" W |
| C57 | 73.36' | 275.00' | 15°17'04" | 36.90' | 73.14' | S 08°59'57" W |
| C58 | 7.59' | 275.00' | 1°34'50" | 3.79' | 7.59' | S 81°29'58" E |
| C59 | 7.82' | 275.00' | 1°35'16" | 3.81' | 7.62' | S 79°54'55" E |
| C60 | 15.21' | 275.00' | 3°10'06" | 7.61' | 15.21' | S 80°42'20" E |
| C61 | 20.50' | 325.00' | 3°36'51" | 10.25' | 20.50' | S 75°09'57" E |

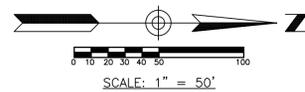


NOTE:

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STATE PLANE COORDINATES

| NORTHING | EASTING |
|------------|-------------|
| 534243.405 | 2207531.842 |
| 533591.894 | 2207386.951 |
| 533553.760 | 2207664.855 |
| 533499.356 | 2207992.158 |
| 534092.926 | 2207990.841 |



LEGEND

| MONUMENTS | |
|-----------|--|
| ● | 5/8" CAPPED REBAR TO BE SET, (GBC DESIGN, INC.) |
| ○ | 5/8" CAPPED REBAR (D.G. BONNING ASSOC.) TO BE SET UPON RECORDING OF REF. SURVEY UNLESS OTHERWISE INDICATED |
| ■ | MONUMENT ASSEMBLY TO BE SET |
| □ | MONUMENT FOUND |

| ABBREVIATIONS | | | |
|---------------|----------|-------|---------------|
| FND. | FOUND | P/L | PROPERTY LINE |
| CAP'D. | CAPPED | R/W | RIGHT OF WAY |
| I.P. | IRON PIN | C.L. | CENTER LINE |
| MEAS. | MEASURED | SAN. | SANITARY |
| REC. | RECORD | STM. | STORM |
| SEW. | SEWER | EASE. | EASEMENT |

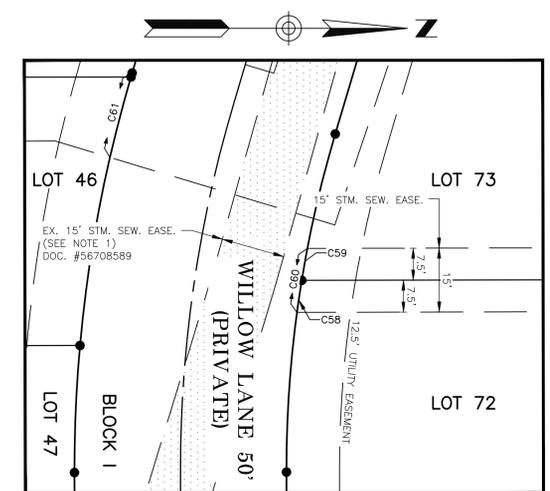
BASIS OF BEARING:
DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS, THEREOF; REFERENCED TO OBSERVATIONS MADE WITH OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE SYSTEM TO THE OHIO STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD83 (2011) DATUM ON FEBRUARY 11, 2020, AND ARE USED TO INDICATE ANGLES ONLY.

EXISTING STORM SEWER EASEMENTS TO BE VACATED WITH THE RECORDING OF THIS DOCUMENT.

STORM SEWER/STORM WATER MANAGEMENT NOTES

- IN THE EVENT OF AN EMERGENCY AS DETERMINED BY THE CITY, IN ITS SOLE DISCRETION, THE CITY MAY TAKE WHATEVER STEPS NECESSARY TO EFFECT COMPLIANCE, INCLUDING ENTERING THE PROPERTY, TO CORRECT ANY DEFICIENCIES CAUSING THE EMERGENCY, AND TO CHARGE THE COST OF SUCH EFFORTS OR REPAIRS TO THE OWNER.
- THE OWNER SHALL REIMBURSE THE CITY UPON DEMAND, WITHIN THIRTY (30) DAYS OF RECEIPT THEREOF, FOR ALL ACTUAL COST INCURRED BY THE CITY IN EFFECTING COMPLIANCE. ALL COSTS EXPENDED BY THE CITY IN PERFORMING SUCH NECESSARY EMERGENCY REPAIRS TO EFFECT COMPLIANCE SHALL CONSTITUTE A LIEN AGAINST THE PROPERTIES OF THE OWNER. NOTHING HEREIN SHALL OBLIGATE THE CITY IN ANY MANNER OR UNDER ANY CIRCUMSTANCES TO THE OWNER OR THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, THE MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES.
- THE OWNER HEREBY AGREES THAT IT SHALL SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS EMPLOYEES AND OFFICERS FROM AND AGAINST ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES ARISING FROM, OR OUT OF, DEFAULT OR FAILURE BY THE OWNER TO MAINTAIN THE STORM WATER MANAGEMENT PRACTICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, OR FROM ACTS OF THE OWNER ARISING FROM, OR OUT OF, THE CONSTRUCTION, OPERATION, REPAIR OR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES.
- THE PARTIES HERETO EXPRESSLY DO NOT INTEND BY EXECUTION OF THIS AGREEMENT TO CREATE IN THE PUBLIC, OR ANY MEMBER THEREOF, ANY RIGHTS AS A THIRD PARTY BENEFICIARY OR TO AUTHORIZE ANYONE NOT A PARTY HEREOF TO MAINTAIN A SUIT FOR ANY DAMAGES PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT SHALL BE A COVENANT THAT RUNS WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ALL SUBSEQUENT OWNERS OF THE PROPERTY.

NOTE: SEE SHEET 2 OF 3 FOR CURVE DATA



DETAIL
SCALE: 1" = 10'

