

# River's Edge At Nash Farm Subdivision

Known as being part of Lot 6, Tract 10, and Lot 6, Tract 9 of Original Willoughby Township,  
Township 9 North, Range 10 West of the Connecticut Western Reserve,  
Now in the City of Willoughby Hills, County of Lake and State of Ohio.

**TRANSFERRED**  
18<sup>50</sup> 1-27-04 mgj  
Edward H. Zupancic  
Auditor, Lake County, Ohio

2004R003380  
RECEIVED FOR RECORD  
JAN 27, 2004

AT 10:23 AM

RECORDERS FEE 270.00

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FRANK A. SUPONCIC  
Lake County Recorder

## ACCEPTANCE & DEDICATION

Be it known that Loreto Venture Group, Ltd., an Ohio Limited Liability Company, by Loreto lafelice, Member, hereby certifies that this plat correctly represents River's Edge at Nash Farm, a subdivision of Sublots numbered 1 through 37 inclusive, and does dedicate to public use as such, River's Edge Drive 60 (sixty) feet wide and River Road 30 (thirty) feet wide, as shown hereon and not heretofore dedicated.

\*The owner of the within platted land does hereby grant unto the Illuminating Company, SBC, Dominion East Ohio Gas Company and Comcast, all Ohio corporations, their successors and assigns (hereinafter referred to as the grantees) and any other utility and communication entities franchised to serve the community, a permanent right-of-way and easement twelve (12) feet in width, and without said easement specified on said plat, under, over and through all sublots hereon and parallel with and contiguous to all street lines and for all lands shown and delineated by dashed lines labeled "12' UNDERGROUND UTILITY EASEMENT", to construct, place, operate, maintain, repair, reconstruct and relocate such underground electric, gas and communication system cables, ducts, conduits, manholes, pipes, surface or below ground installed transformers, pedestals, concrete pads, regulating and metering equipment, surface markers and other below and aboveground facilities, fixtures and appurtenances as are necessary or convenient by the Grantees for distributing, transmitting and transporting electricity, gas, and communication systems and signals for public and private use at such locations as the Grantees may determine upon, within and across the easement area and premises.

Said above easement rights shall include the right, without liability therefore, to remove any & all facilities not contemplated in the rights conveyed to Grantees by this easement grant within said easement premises including, but not limited to, irrigation systems, electronic animal fencing, trees and landscaping including lawns, flowers or shrubbery and landscape lighting within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said electric and communication facilities, the right to install, repair, augment and maintain service cables outside the above described easement premises, and with the right of access, ingress and egress to and from any of the within described easement premises, and with the right of access, ingress and egress to and from any of the within described premises, and within the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Loreto Venture Group, Ltd. shall grant unto the River's Edge at Nash Farm Homeowners Association, "DETENTION EASEMENT" and "15' DRAINAGE EASEMENTS" as shown hereon with rights to access, lay, maintain, replace or remove storm sewers, stormwater detention/retention basins, manholes, ditches, swales, earth mounds, plantings, and/or other appurtenances. The individual property owner, over which said easements lies, shall be responsible for the daily normal maintenance of the easement area such as mowing, leaf collection and disposal, and any other similar maintenance not requiring heavy equipment. Any regarding of the easement area shall be subject to City codes.

Loreto Venture Group, Ltd., shall grant unto the adjoining homeowners of each easement area in this subdivision and equal rights and responsibilities for "LOCAL SERVICE DRAINAGE EASEMENTS" as shown hereon within River's Edge at Nash Farm Subdivision to access, lay, maintain, replace storm sewers, inlets, ditches, swales, earth mounds, plantings and/or other appurtenances. The individual property owners, over which said easement lies, shall be responsible for the daily normal maintenance of the easement area such as mowing, leaf collection, and any other similar maintenances. Any regrading of the easement area shall be subject to the City of Willoughby Hills Codes.

The Grantees shall have the right without liability to remove trees, landscaping and lawns within the easement areas as may be required to install, maintain, repair or operate said structures, pipeline systems, water, electric, gas and communication systems.

The Grantees shall be responsible to restore lawns, walks, pavement, drives and other privately owned facilities within the easement areas to as reasonable condition as possible to the condition prior to any operations contemplated by these easements.

Loreto Venture Group, Ltd. shall grant unto the River's Edge at Nash Farm Homeowners Association, "LANDSCAPE EASEMENT" as shown hereon.

Area in Sublots:		45.0042 Ac.
Area in Right-of-way (River's Edge Drive):		3.1932 Ac.
(River Road):		0.3457 Ac.
<b>Total Acreage:</b>		<b>48.5431 Ac.</b>

\*And does also grant unto the board of Lake County Commissioners, it agencies and assigns ("grantee board") an easement, located within the bounds of all rights-of-way dedicated herein, and are designated as "easements to the board of Lake County Commissioners", for the purpose of installing and maintaining utilities, such as, but not limited to, sewer and water lines and their appurtenances. The grantee board shall have the right, without liability, to remove trees, landscaping and lawns within the easement area as may be required to install, maintain, repair, or operate said utilities. The grantee board shall not be responsible for damage caused by such removals since they are within the public right-of-way.

FOR Restrictions  
SEE OFFICIAL RECORDS FILE NO. 2004R003381  
FRANK A. SUPONCIC, RECORDER  
P Hausin DEPUTY  
DATE 01-27-04

**November 2003 Scale 1"=50'**

## APPROVALS

Approved this 30 day of December, 2003, by The City of Willoughby Hills Law Director.

Thomas G. Lobe  
Thomas G. Lobe

Approved this 19<sup>th</sup> day of December, 2003, by The City of Willoughby Hills Engineer.

Richard J. Lafelice, P.E.  
Richard J. Lafelice, P.E.

Approved this 22<sup>nd</sup> day of December, 2003, by The City of Willoughby Hills Planning Commission

Thomas Woodman  
Thomas Woodman, Chairman

Approved And Accepted this 9<sup>th</sup> day of January, 2003, by The Lake County Sanitary Engineer.

Albert J. Saari, P.E.  
Albert J. Saari, P.E.

Easement approved and accepted this 20 day of January, 2003, by The Lake County Prosecutor.

Charles E. Coulson  
Charles E. Coulson

Easement approved and accepted this 20 day of JAN, 2003, by The Lake County Commissioners.

Robert E. Autulick  
Robert E. Autulick

Raymond E. Sines  
Raymond E. Sines

Underground utility easement approved and accepted this 20<sup>th</sup> day of NOVEMBER 2003, by The Illuminating Company.

RALPH N. DELLAGATTI  
ILLUMINATING COMPANY SIGNATURE

Underground utility easement approved and accepted this 24<sup>th</sup> day of NOVEMBER 2003, by The SBC.

CHARLOTTE SCAFFIDI  
SBC SIGNATURE

Underground utility easement approved and accepted this 21<sup>st</sup> day of NOVEMBER By COMCAST

EMIL SVANISTER  
COMCAST SIGNATURE

Underground utility easement approved and accepted this 25 day of NOVEMBER By DOMINION EAST OHIO GAS COMPANY

MICHAEL SKWARSKI  
DOMINION EAST OHIO GAS COMPANY SIGNATURE

## SURVEY CERTIFICATION

This is to certify that at the request of the owners I have surveyed 48.5431 acres of land located on River Road, in the city of Willoughby Hills, Ohio, and prepared the attached plat for Loreto Venture Group, Ltd. in accordance with the provisions of Chapter 4733-37 of the Ohio Administrative Code.

At all points so indicated monuments were either found or set. Distances shown are in feet and decimal parts thereof. All of which I certify to be correct to the best of my knowledge and belief. Bearings used herein are based on the plat of survey prepared by LDC, Inc.

This is to certify that this plat represents a survey in which the traverse of the exterior boundaries when computed from field measurements are accurate to within a minimum precision of 1:10,000 before balancing the survey, and that all required monuments are correctly shown hereon and that those which are necessary for construction of improvement are in place on the site with any remaining survey monuments to be properly placed upon completion of construction.

Richard A. Thompson Jr.  
Richard A. Thompson Jr., P.S. No. 7388

In witness whereof, Loreto Venture Group, Ltd. an Ohio Limited Liability Company has caused this instrument to be subscribed in its name by Loreto lafelice, Member at Mayfield Heights, Ohio this 8<sup>th</sup> day of January, 2004.

Signed and acknowledged in the presence of:  
Jeffrey Skowieczny Jeffrey Skowieczny  
Witness Print Name  
Sharon A. Hare  
Witness Print Name

Loreto Venture Group, Ltd.  
an Ohio Limited Liability Company  
Loreto lafelice  
Loreto lafelice, Member

State of Ohio )  
County of )

Before me, a Notary Public in and for said County and State, personally appeared above the named, Loreto Venture Group, Ltd. an Ohio Limited Liability Company by Loreto lafelice, Member; who represented that he is duly authorized in the premises, who acknowledged he did sign the foregoing instrument and that the same was his voluntary act and deed. In witness whereof, I have set my hand and official seal at Mayfield Heights, Ohio this 8<sup>th</sup> day of January, 2004.

Jeffrey A. Skowieczny  
Notary Public

## MORTGAGE RELEASE

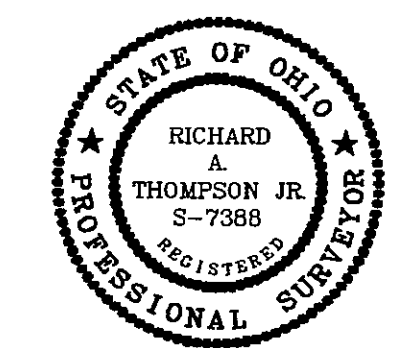
Be it known that the FirstMerit Bank, N.A. mortgagee of the land indicated on this plat does hereby join in the above dedication and release from the operation and lien of the mortgage held by it, on said premises as recorded in Lake County Record of Mortgages in Mortgage Document No. \_\_\_\_\_, River's Edge Drive, 60 (sixty) feet wide, and easements herein granted and reserved. In witness whereof, the FirstMerit Bank, N.A. has caused this instrument to be subscribed in its name by Garry Youngsman, this 8<sup>th</sup> day of January, 2004.

Signed and Acknowledged in the presence of:  
Garry Youngsman  
Print Name GARRY L. YOUNGSMAN S.U.P  
Witness Sharon A. Hare  
Print Name Sharon A. Hare  
Witness Jeffrey A. Skowieczny  
Print Name Jeffrey A. Skowieczny

State of Ohio )  
County of )

Before me, a notary public in and for said County and State, personally appeared the above named, FirstMerit Bank through Garry Youngsman who represented that he is duly authorized in the premises, who acknowledged he did sign the foregoing instrument and that the same was his voluntary act and deed of his company, in witness whereof, I hereunto set my hand and official seal at Mayfield Heights Ohio, this 8<sup>th</sup> day of January, 2004.

Jeffrey A. Skowieczny  
Notary Public



Plat Approved  
For Recording  
Lake County Engineer

By Richard A. Thompson Jr. Date 1/24/04