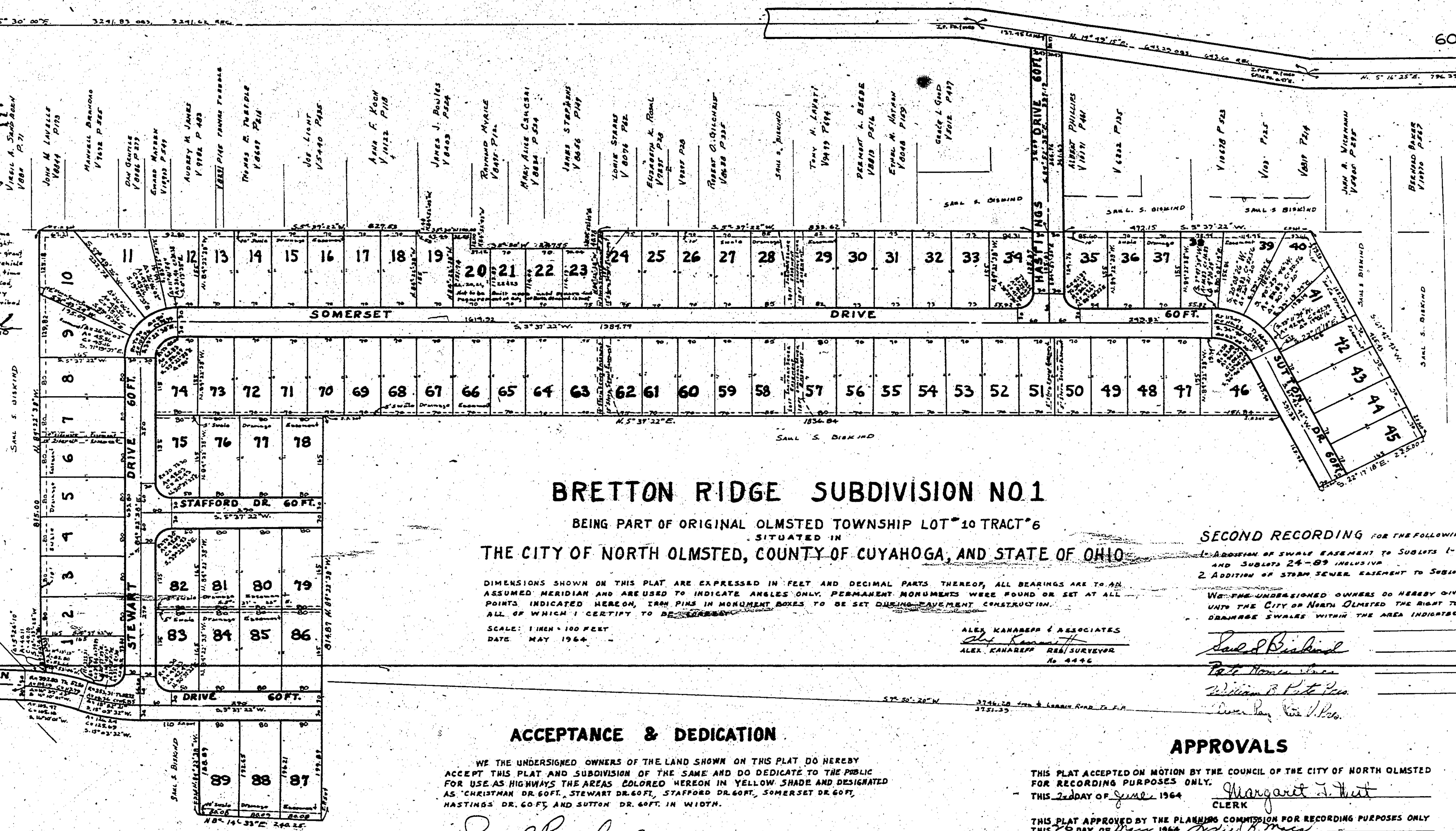


BRETTON RIDGE SUBDIVISION NO 1

BEING PART OF ORIGINAL OLMSTED TOWNSHIP LOT #10 TRACT #6

SITUATED IN

THE CITY OF NORTH OLMSTED, COUNTY OF CUYAHOGA, AND STATE OF OHIO

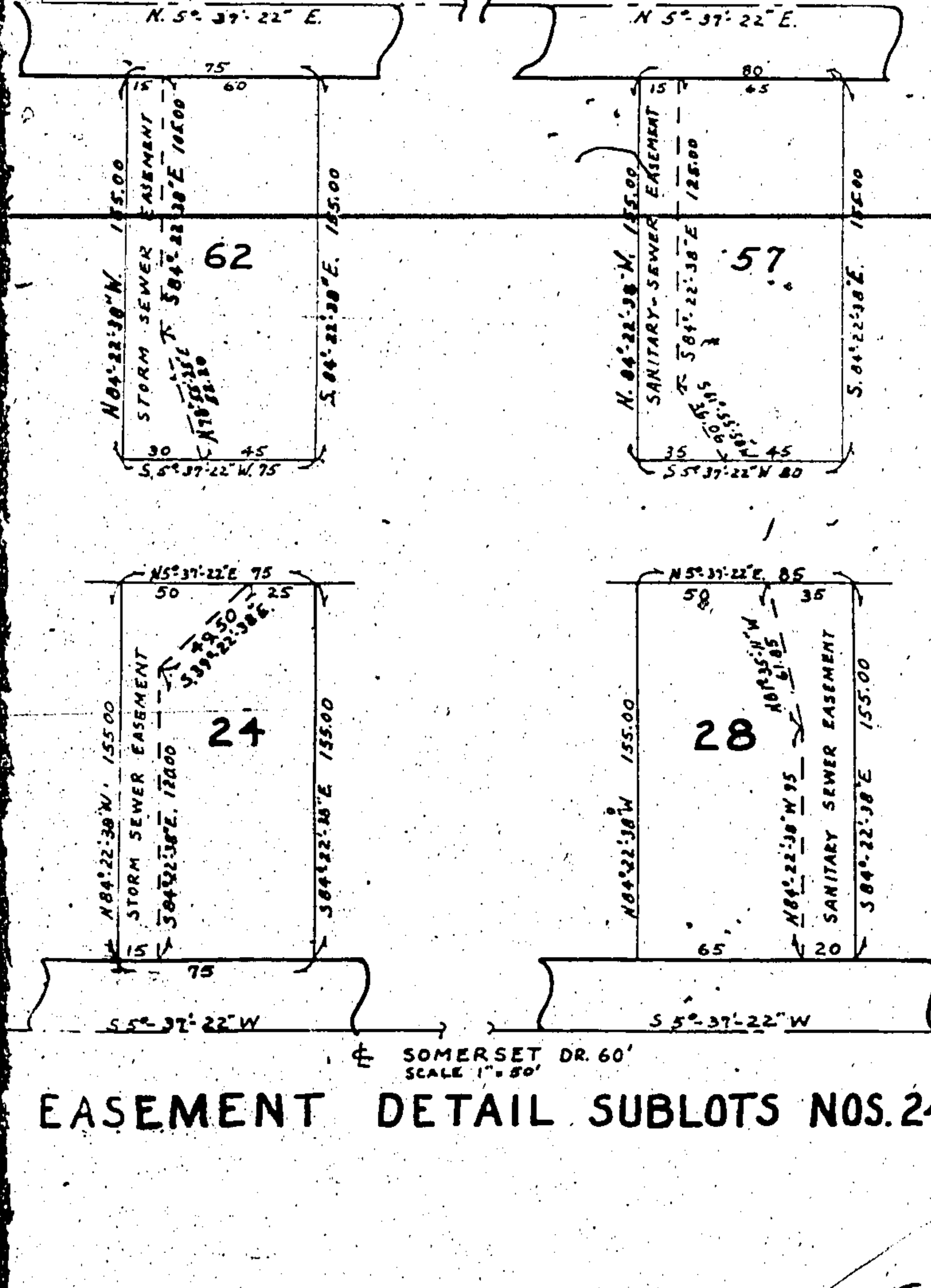
DIMENSIONS SHOWN ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF, ALL BEARINGS ARE TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY. PERMANENT MONUMENTS WERE FOUND OR SET AT ALL POINTS INDICATED HEREON, IRON PINS IN MONUMENT BOXES TO BE SET DURING PAVEMENT CONSTRUCTION. ALL OF WHICH I CERTIFY TO BE CORRECT.

SCALE: 1 INCH = 100 FEET
DATE MAY 1964

ALEX KANAREFF & ASSOCIATES
ALEX KANAREFF REG. SURVEYOR No 4446

We Saul S. Biskind, the owner of the within platted land, does hereby grant unto The Cleveland Electric Illuminating Company and The Ohio Bell Telephone Company, Ohio Corporations, their successors and assigns (herein after referred to as the Grantees) the permanent right of way and easement as shown to construct, reconstruct, operate, supplement, repair, maintain, relocate, renew, and remove such underground electric or communication cables, ducts, conduits, surface mounted transformer installations, service pedestals, concrete pads, and other facilities as are deemed necessary or convenient by the Grantees for distributing and transmitting electricity and/or for communication systems for public or private use at such locations as Grantees may determine, upon, within and across a 10 foot wide easement along the rear lines of all the Sublots #1-89 incl, a 5 foot wide easement along the westerly line of Sublots #1, 3, 8, 43, and 83 inc. and along the easterly line of Sublots #2, 7, and 44 inc. and along the northerly line of Sublot 89 the within platted land as shown. Said easement rights shall include the right, without liability therefore, to remove trees and landscaping, including lawns, within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said electric and/or telephone facilities and shall include the right to prohibit or prevent the construction or maintenance of any garages or any other permanent structures or fixtures or trees within or upon any of the within described premises with the right to remove the same without liability for damage thereto or liability for damage resulting by reason thereof, together with the right to serve other customers of Grantees from Grantees' facilities installed and maintained under this easement grant and with the right of access, ingress and egress to and from any of the within described premises by vehicle and on foot for exercising any of the purposes of this right of way and easement grant provided that if at any time access, ingress or egress to and from any of the within described premises is obstructed or blocked, Grantees shall have the right to cross over and upon adjacent and adjoining premises now owned by Grantor by vehicle and on foot for the purpose of access, ingress, or egress to and from the within described premises without liability for damage to lawns, shrubbery, and to real estate caused thereby.

Saul S. Biskind
SAUL S. BISKIND



EASEMENT DETAIL SUBLOTS NOS. 24, 28, 57 & 62

ACCEPTANCE & DEDICATION

WE THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT DO HEREBY ACCEPT THIS PLAT AND SUBDIVISION OF THE SAME AND DO DEDICATE TO THE PUBLIC FOR USE AS HIGHWAYS THE AREAS COLORED HEREON IN YELLOW SHADE AND DESIGNATED AS CHRISTMAN DR. 60 FT., STEWART DR. 60 FT., STAFFORD DR. 60 FT., SOMERSET DR. 60 FT., HASTINGS DR. 60 FT. AND SUTTON DR. 60 FT. IN WIDTH.

Saul S. Biskind
SAUL S. BISKIND

STATE OF OHIO
COUNTY OF CUYAHOGA SS.

BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SAUL S. BISKIND WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR FREE ACT AND DEED.

IN WITNESS WHERE OF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT NORTH OLMSTED THIS 26 DAY OF MAY 1964.

Alexander Kanareff
NOTARY PUBLIC FOR THE STATE OF OHIO
MY COMMISSION DOES NOT EXPIRE

SECOND RECORDING FOR THE FOLLOWING PURPOSES

1. ADDITION OF SWALE EASEMENT TO SUBLOTS 1-20 INCLUSIVE AND SUBLOTS 24-89 INCLUSIVE
2. ADDITION OF STORM SEWER EASEMENT TO SUBLOTS 50 AND 51.

WE THE UNDERSIGNED OWNERS DO HEREBY GIVE AND GRANT UNTO THE CITY OF NORTH OLMSTED THE RIGHT TO CREATE DRAINAGE SWALES WITHIN THE AREA INDICATED HEREIN

Saul S. Biskind
Pate Homes Inc.
William B. Pate Pres.
[illegible] V. Pres.

APPROVALS

THIS PLAT ACCEPTED ON MOTION BY THE COUNCIL OF THE CITY OF NORTH OLMSTED FOR RECORDING PURPOSES ONLY.
THIS 2nd DAY OF June 1964 Margaret T. Hert, CLERK

THIS PLAT APPROVED BY THE PLANNING COMMISSION FOR RECORDING PURPOSES ONLY
THIS 26 DAY OF May 1964 [illegible], CHAIRMAN ____ SECRETARY

THIS PLAT APPROVED BY THE CITY ENGINEER FOR RECORDING PURPOSES ONLY
THIS 2 DAY OF June 1964 Richard [illegible], CITY ENGINEER

THIS PLAT APPROVED BY THE DIRECTOR OF LAW FOR RECORDING PURPOSES ONLY
THIS 2 DAY OF June 1964 [illegible], DIRECTOR OF LAW

THIS PLAT APPROVED BY THE DIRECTOR OF PUBLIC SERVICE FOR RECORDING PURPOSES ONLY
THIS 27 DAY OF May 1964 [illegible], DIRECTOR OF PUBLIC SERVICE

We the undersigned owners of the land shown on this plat do hereby reserve the permanent right-of-way and easement to construct, reconstruct, install, operate, repair, maintain, renew, relocate and remove the necessary underground cables, ducts, and conduits for the purpose of providing electricity for street lighting purposes within and upon the following described premises, to wit: A 3 foot wide easement along the northerly lines of Sublots # 11, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 40, 73, 81, 84 and 86, the southerly lines of sublots # 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 39, 80, 82, 83, and 85, the easterly lines of sublots # 1, 3, 5, 7, 43, and 44, the westerly lines of Sublots # 2, 4, 6, 8, 41, 43, and 45 inc.
Said easement rights shall include the right, without liability therefore, to remove landscaping including lawns within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said electric facilities and shall include the right to prohibit or prevent the installation or planting of trees within or upon the within described premises with the right to remove the same without liability for damage thereto or liability for damage resulting by reason thereof, and with 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.

Saul S. Biskind
SAUL S. BISKIND

AN EASEMENT 5 FEET IN WIDTH PARALLEL WITH AND ADJACENT TO ALL STREET LINES IS HEREBY RESERVED ALONG THE FRONT LINE OF LOTS SHOWN HEREON, FOR THE INSTALLATION AND MAINTENANCE OF LINES BY THE EAST OHIO GAS COMPANY.

RESTRICTIONS

1. No sublot in Bretton Ridge Subdivision #1 nor any building, edifice or other structure located thereon shall be serviced by overhead electric poles and wires, but every such sublot, building, edifice or other structure in said portion of said subdivisions, in keeping with the general plan for the development of the sublots in said subdivision, shall be restricted to and serviced by underground electric cables and the facilities located on the ground surface appurtenant to said underground electric cables as are necessary or convenient for the operation and maintenance of said underground electric cables. In the event of a distribution, service, or street light cable failure, temporary service connections will be made, using above ground or overhead connections.
2. In keeping with the general plan for the development of the above subdivision, all street and road lighting shall be provided by electric lamps attached to poles which poles and lamps shall be serviced by underground electric cables to the express exclusion of overhead electric wires.
3. In keeping with the general plan for the development of the above subdivision and also for the protection of underground electric cables and facilities provided in connection with the general plan of development, the grade of each sublot has been planned and established, and the grade or contour of the easement premises within said portion of said subdivision shall not hereafter be substantially increased, decreased, or otherwise changed or altered without the written consent of THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, its successors and assigns. This shall constitute express notice that changes in grade or land contour may result in damage to underground electric facilities.

818250

11.95

RECEIVED FOR RECORD AT 940A AUG 25 1964
RECORDED IN CUYAHOGA COUNTY RECORDS Vol 190 Page 17

ENTERED FOR TRANSFER AUG 25 1964 AUDITOR

863679

11.95

RECEIVED FOR RECORD AT 919A FEB 10 1965
RECORDED IN CUYAHOGA COUNTY RECORDS Vol 192 Page 22

SUBMITTED TO RALPH J. PERK, COUNTY AUDITOR FOR RELISTING
DATE 8-25-64
Edward T. Dougherty
DEPUTY COUNTY AUDITOR

RALPH J. PERK, COUNTY AUDITOR
APPROVED OWNERSHIP ONLY, OF {14-1,3,18,20 / 20-5,9 / 21-14 to 21, 23, 24, 25, 32, 33, 38 / 22-12 to 17-24, 25}
PERM. PARC. No. 234-
By John D. [illegible] 8/25/64

0 50 100 200 300 400
SCALE

#863679
SECOND RECORD
RECEIVED FOR RECORD
FEB. 10, 1965 AT 9:19 AM
FEE FOR RECORD $11.95
MARK McELROY, RECORDER

22