

North Canton City Council
Street and Alley Committee

Ordinance No. 38 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Parcel No. 10006297, and being part of Lot No. 7080, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), and the North Canton Community Improvement Corporation, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

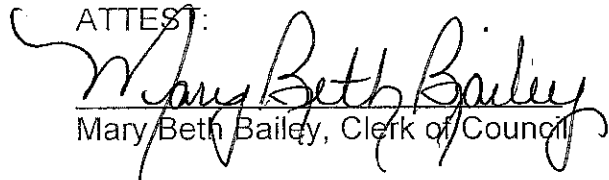
- Section 1. That a perpetual public utility easement, known as Parcel No. 10006297, by and between the City, and North Canton Community Improvement Corporation, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That attachments regarding this easement are attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary timely to meet an accelerated purchase and sale agreement and protect the City's property rights, wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 1st day of June 2015


David Held, Mayor

Signed: 6/01, 2015

ATTEST:


Mary Beth Bailey, Clerk of Council

4



Instr: 201505050016646 05/05/2015
P: 1 of 4 F: \$44.00
Rick Campbell 1:53PM EASE
Stark County Recorder T20150015754

ALAN HAROLD
Stark County Auditor
FEE _____

MAY 05 2015

TRANSFERRED-
TRANSFER NOT NECESSARY
DEPUTY KB
IN COMPLIANCE WITH OAC 319.202

PERPETUAL UTILITY EASEMENT

Across Parcel No. 10006297

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, NORTH CANTON COMMUNITY IMPROVEMENT CORPORATION, an Ohio Non-Profit Corporation, GRANTOR, does hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual utility easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will an overhead communication cable, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the cable and appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

SEE ATTACHED EXHIBIT "A"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.

10006297 - N.C. 100 - 04 0600 - 5/5/15 - CRJ

PROPERTY

004847

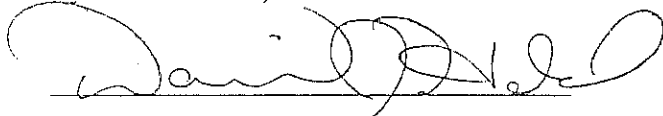
- 6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
- 7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
- 8. That these easements are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this easement this 5th day of May, 2015.

GRANTOR(S):

North Canton Community Improvement Corporation

By: David J. Held, President



(Signed Name)

NOTARY:

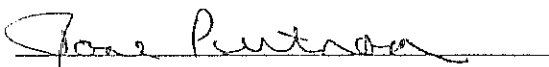
STATE OF OHIO)

) SS:

COUNTY OF Stark)

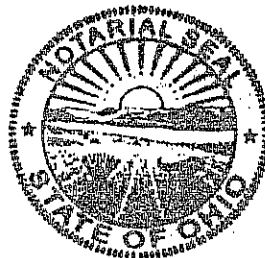
Before me, a Notary Public in and for said County, personally appeared David J. Held, President of North Canton Community Improvement Corporation, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 5th Day of May, 2015.



Notary Public

Printed Name: Jane Putnam



See Jane Putnam
Notary Public State of Ohio
My Commission Expires 12-17-2017

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

DESCRIPTION OF A 0.010 ACRE UTILITY EASEMENT
May 1, 2015

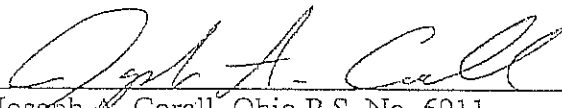
Situated in the City of North Canton, County of Stark and State of Ohio, and being part of North Canton City Lot Number 7080, also being part of a tract of land conveyed to North Canton Community Improvement Corporation by Instrument Imaging Number 201503250010549, of the Stark County records, and described as follows:

Beginning at a 5/8-inch rebar with cap inscribed "H&A LTD" found at the northwest corner of said City Lot 7080, said point also being the southwest corner of North Canton City Lot 7079 also conveyed to North Canton Community Improvement Corporation by Instrument Imaging Number 201503250010549;

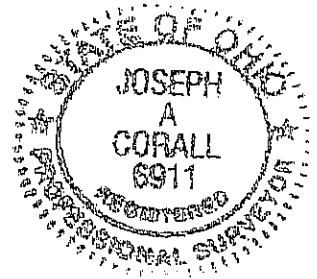
1. Thence S 82°24'19" E, along the north line of said City Lot 7080 and the south line of said City Lot 7079, a distance of 3.02 feet to a point;
2. Thence S 01°31'20" W, with a new easement line through said City Lot 7080, a distance of 149.68 feet to a point on the south line of said City Lot 7080;
3. Thence N 88°28'40" W, along the south line of said City Lot 7080 and the north line of Alley Number 34 (12 foot right of way), a distance of 3.00 feet to rebar with cap inscribed "H&A LTD" set at the southwest corner of said City Lot 7080;
4. Thence N 01°31'20" E, along the west line of said City Lot 7080, and the east line of a parcel as conveyed to PNB Inc. by Instrument Imaging Number 201503040007761 of the Stark County Records, a distance of 150.00 feet to Place of Beginning.

The above parcel contains 0.010 acres, none of which is in the public right of way, as surveyed under the supervision of Joseph A. Corall, P.S. No. 6911 of Hammontree and Associates, Ltd., Engineers, Planners and Surveyors of North Canton, Ohio in April, 2015.

This parcel is subject to all easements and right-of-ways of record. The basis of bearings for the above survey is the Ohio State Plane Coordinate System, North Zone (3401), NAD 83 (2011).


Joseph A. Corall, Ohio P.S. No. 6911

5-1-15
Date




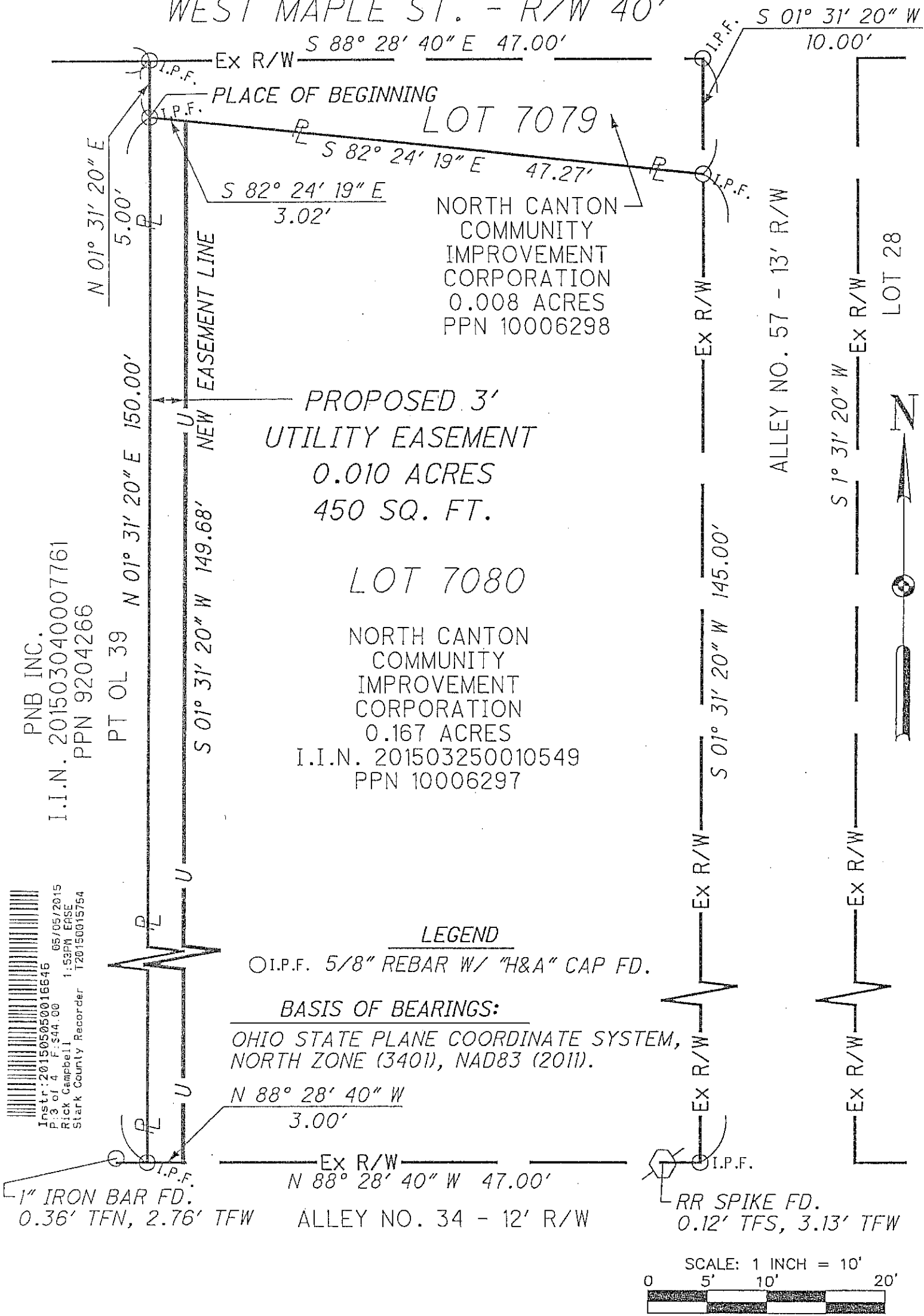

Instr: 201505050016646
P: 4 of 4 F: \$44.00 05/05/2015
Rick Campbell 1:53PM EASE
Stark County Recorder T20150015754

EXHIBIT 'A'

WEST MAPLE ST. - R/W 40'

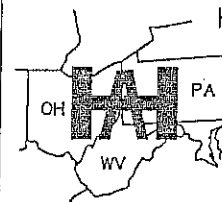


PNB INC.
I.I.N. 201503040007761
PPN 9204266

Instr: 2015050016646 05/05/2015
P.3 of 4 F. \$44.00
Rick Campbell 1:53PM EASE
Stark County Recorder T20150015754

R:\STARK\CITY\NORTH CANTON\100\NORTH CANTON MAPLE ST. REPLAT\NORMAPSU-BASE-EASEMENT-TEMP.dgn

MAP OF SURVEY
PROPOSED UTILITY EASEMENT
FOR: THE CITY OF NORTH CANTON
BEING PART OF LOT 7080
CITY OF NORTH CANTON, STARK CO., OHIO



HAMMONTREE & ASSOCIATES, LIMITED
ENGINEERS, PLANNERS, SURVEYORS
5233 STONEHAM RD. NORTH CANTON, OH 44720
PHN: (330) 499-8817 FAX: (330) 499-0149
TOLL FREE: 1-800-394-8817
www.hammontree-engineers.com