

North Canton City Council
Street and Alley Committee

Ordinance No. 65 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #2, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

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 Easement #2, for the real property known as Parcel No. 10000417, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are 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 shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 7th day of December 2015


David Held, Mayor

Signed: 12/07, 2015

ATTEST


Mary Beth Bailey, Clerk of Council

PERPETUAL UTILITY EASEMENTS
Parcel No.10000417 and Parcel No. 10000418

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated 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 Areas":

See Attached Utility Easements No. 2

"Map to Accompany legal Description For Utility Easements"

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 Areas 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 areas 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 areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas 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 Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.

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 Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas 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 easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this _____ day of _____, 20____.

GRANTOR(S):

Maple Street Commerce, LLC

By: Christopher Semarjian, Authorized Manager

(Signed Name)

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, 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 _____ Day of _____, 20____.

Notary Public

Seal

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



450 Grant Street
Akron, Ohio 44311

806 Literary Rd. #206
Cleveland, OH 44113

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MAPLE STREET
UTILITY EASEMENT
NO. 2

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 7036 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (RW varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 88° 11' 18" W along the centerline of said E. Maple Street, 767.37 feet;

Thence N 01° 48' 42" E, 21.50 feet to the north line of said E. Maple Street and the True place of beginning for the easement intended to be described herein;

Thence N 88° 11' 18" W along the north line of said E. Maple Street, 5.00 feet;

Thence N 01° 48' 42" E, 5.00 feet;

Thence S 88° 11' 18" E, 5.00 feet;

Thence S 01° 48' 42" W, 5.00 feet to the place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).

O.L. 378
201003030007631

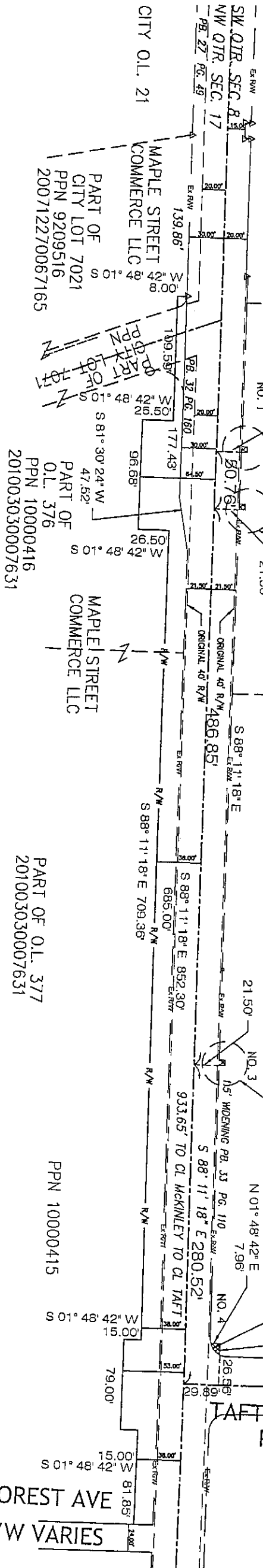
CITY LOT 7036
201003030007631

O.L. 379
201003030007631

MAPLE STREET
COMMERCE LLC

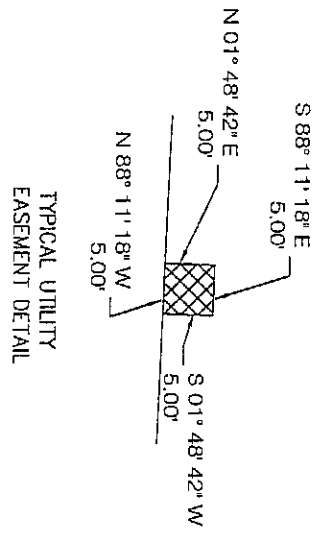
EAST MAPLE STREET R/W VARIES

TAFT AVE. R/W VARIES
PB. 34 PG. 150



LEGEND

- LOT LINE
- PROPERTY LINE
- EX R/W --- EXISTING RIGHT-OF-WAY LINE
- R/W --- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- △ DRILL HOLE IN WALK FOUND & USED
- [Cross-hatched box] UTILITY EASEMENT AREA



**MAP TO ACCOMPANY
LEGAL DESCRIPTION
FOR UTILITY EASEMENTS**

SITUATED IN THE
CITY OF NORTH CANTON
COUNTY OF STARK
STATE OF OHIO
PART OF CITY LOT NO.'S 7036
OUT LOT NO.'S 378 & 379