

North Canton City Council  
Street and Alley Committee

Ordinance No. 68 - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement for the real property known as Parcel No. 9202067, and being part of Lot No. 309, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Stauffs Holdings, 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:

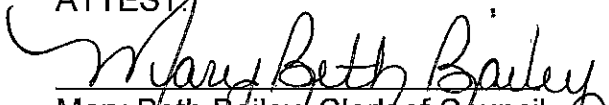
- Section 1. That a perpetual public utility easement for the real property known as Parcel No. 9202067, by and between the City, Grantee and Stauffs Holding, LTD, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents 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 7<sup>th</sup> day of December 2015

  
David Held, Mayor

Signed: 12/07, 2015

ATTEST

  
Mary Beth Bailey, Clerk of Council

**PERPETUAL UTILITY EASEMENT**

Parcel No. 9202067

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Stauffs Holdings, LTD**, GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, a perpetual utility easement to install and maintain a pedestrian signal post, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal post 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 Area":

**See Attached Utility Easement and  
"Map to Accompany legal Description For Utility Easement"**

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.
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 this easement area is 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):**

Stauffs Holdings, LTD.

By:

Eric Stauffinger, Partner

Steve Stauffinger, Partner

\_\_\_\_\_  
(Signed Name)

\_\_\_\_\_  
(Signed Name)

**NOTARY:**

STATE OF OHIO )

) SS:

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared Eric Stauffinger and Steve Stauffinger, Partners in Stauffs Holdings, LTD., 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

MAPLE STREET  
UTILITY EASEMENT  
Stauffs Holdings LTD

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Out Lot No. 309 and being more fully described as follows:

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

Thence N 01° 45' 05" E along the centerline of said Taft Avenue, 29.89 feet;

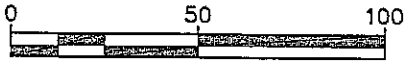
Thence S 88° 11' 18" E, 27.45 feet to the east line of said Taft Avenue and the True place of beginning for the easement intended to be described herein.

Thence S 88° 11' 18" E, 10.00 feet;

Thence S 01° 48' 42" W, 6.53 feet to the north line of said Maple street;

Thence northwesterly 12.29 feet along the north line of said E, Maple St. and the arc of a curve deflecting to the right having a radius of 15.00 feet and a chord of 11.94 feet that bears N 55° 02' 04" W to the east line of said Taft Ave. and the True 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).



GRAPHIC SCALE IN FEET

**BASIS OF BEARINGS**

GRID NORTH, OHIO STATE PLANE COORDINATE SYSTEM BASED ON CITY OF NORTH CANTON MONUMENT FOUND AT NE CORNER OF E. MAPLE STREET AND S. MAIN ST.

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

STAUFFS HOLDINGS LTD  
PPN 9202067  
407 E. MAPLE ST.

N 01° 45' 05" E

OUT LOT 309  
S 88° 11' 18" E  
10.00'

R=15.00'

L=12.29'

C=11.94'

CB N 55° 02' 04" W

S 01° 48' 42" W

6.53'

27.45'

29.89'

1.5' WIDENING PB. 33 PG. 110

S 88° 11' 18" E

Ex R/W

Ex R/W

R/W

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

SITUATED IN THE  
CITY OF NORTH CANTON  
COUNTY OF STARK  
STATE OF OHIO  
PART OF CITY OUT LOT NO. 309



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