

North Canton City Council
Street and Alley Committee

Ordinance No. 24 - 2016

An ordinance approving, confirming, and accepting a perpetual water main easement for the real property known as Parcel No. 2809144, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and the Akron-Canton Regional Airport Authority, Grantor, 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:

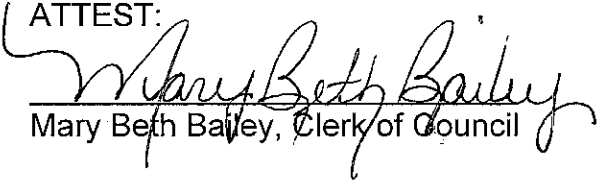
- Section 1. That a perpetual water main easement for the real property known as Parcel No. 2809144, by and between the City, Grantee, and the Akron-Canton Regional Airport Authority, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described 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 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 for the timely completion of the water main lines to be installed, 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 14th day of March 2016


David Held, Mayor

Signed: 3/14, 2016

ATTEST:


Mary Beth Bailey, Clerk of Council

COPY

PERPETUAL WATER MAIN EASEMENT

Parcel No.: 28-09144

Routing No.: GR0003501003000

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Akron-Canton Regional Airport Authority, GRANTOR, does hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a potable water main, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain water mains, meters, connections, pipes 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 EXHIBITS "A and B"

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 is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Water Main Easement this 21 day of January, 2016.

GRANTOR(S):

Akron-Canton Regional Airport Authority

By: Richard McQueen, President and Chief Executive Officer

Richard B. McQueen
(Signed Name)

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF Summit)

Before me, a Notary Public in and for said County, personally appeared Richard McQueen, President and CEO of Akron-Canton Regional Airport Authority, 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 21 Day of January, 2016.

Linda D. Decker
Notary Public



LINDA D. DECKER
Notary Public, State of Ohio
My Commission Expires 04-16-18

COPY

Seal

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

EXHIBIT 'A'

Situated in the City of Green, the County of Summit, State of Ohio, and known as being part of the Southwest Quarter of original Green Township Section 36 being more fully described as follows:

Commencing at an iron pin located at the intersection of Lauby Road and Mount Pleasant Road;

Thence, N 01°39'33" E, along the centerline of Lauby Road a distance of 571.71 feet to a point;

Thence, N 88° 20'27"W, a distance of 50.00 feet to the westerly right-of-way line of Lauby Road at the southeast corner of an existing water main described in Reception No. 55302876 of Summit County Records;

Thence, along the south line of said easement the following 6 courses:

1. Thence, N 88° 51'37" W, a distance of 100.79 feet;
2. Thence, N 43° 00'17" W, a distance of 228.33 feet;
3. Thence, N 67° 30'00" W, a distance of 36.85 feet;
4. Thence, N 78° 42'51" W, a distance of 31.26 feet;
5. Thence, N 89° 42'03" W, a distance of 324.56 feet;
6. Thence, N 47° 05'38" W, a distance of 1.90 feet to an existing water main easement described in Reception No. 55822979 of Summit County Records;

Thence along the south line of said easement the following 4 courses:

1. Thence, S 46° 20'27" W, a distance of 148.03 feet;
2. Thence, S 57° 22'23" W, a distance of 163.58 feet;
3. Thence, N 77° 05'02" W, a distance of 153.07 feet;
4. Thence, S 58° 13'53" W, a distance of 362.89 feet to the True Place Of Beginning for the easement intended to be described herein;

Thence, S 43 34'41" E, a distance of 32.70 feet;

Thence, S 0°11'18" W, a distance of 324.41 feet to a point on the northern right-of-way line of Mount Pleasant Road;

Thence, N 88 26'37" W along the northern right-of-way line of Mount Pleasant Road a distance of 20.00 feet;

Thence, N 0°11'18" E, a distance of 315.90 feet;

Thence, N 43 34'41" W, a distance of 38.21 feet to the south line of said water main easement;

Thence, S 88 16'07" E along the south line of said water main easement described in Reception No. 55822979, 16.63 feet to a point;

Thence, N 58 13'53" E, along the south line of said water main described in Reception No. 55822979 a distance of 8.50 feet to a point to the True Place of Beginning and containing 0.162 Acres of land, more or less, as determined in May, 2015 by CT Consultants, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

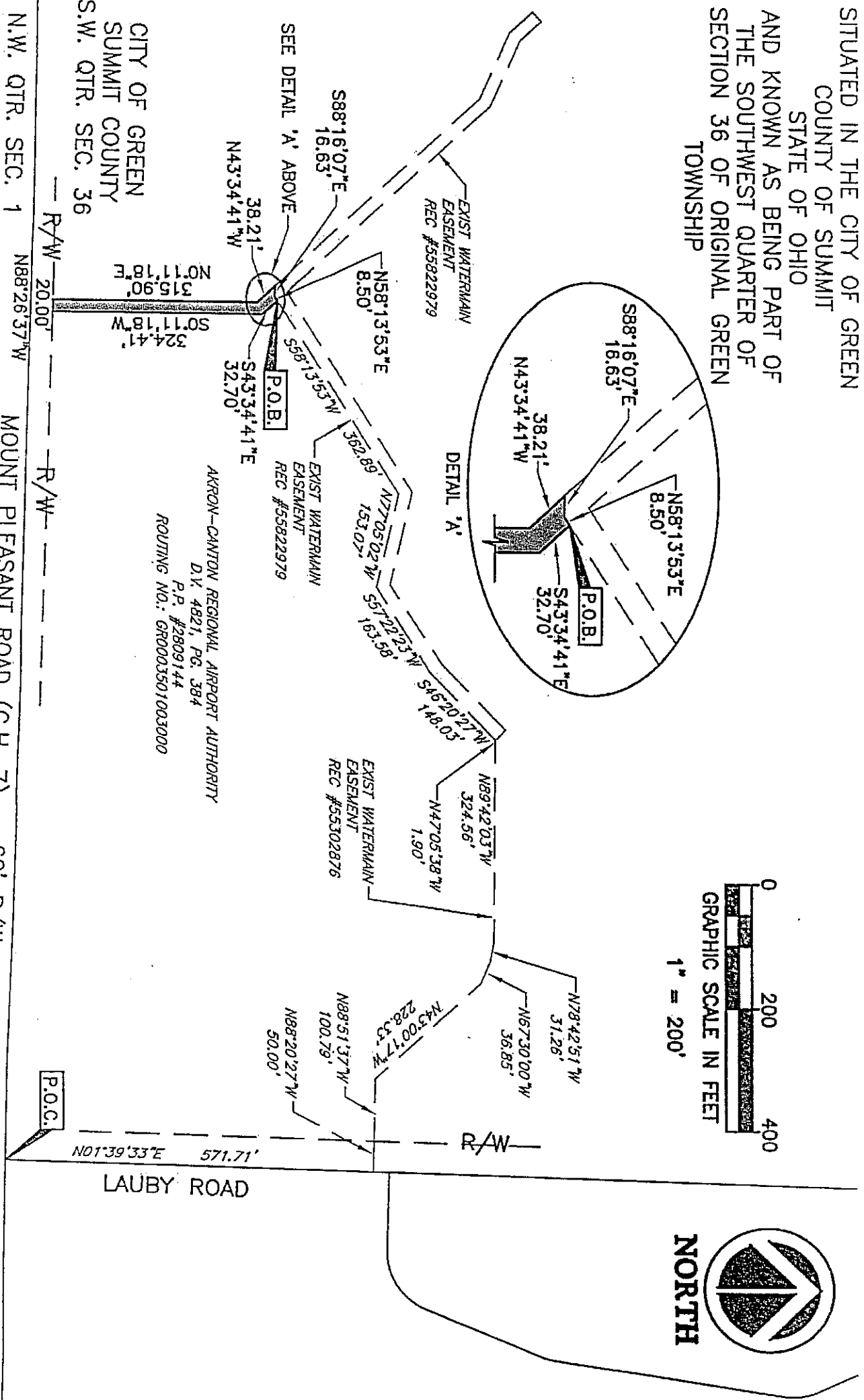
Bearings are to an assumed meridian and are used to indicate angles only.

SITUATED IN THE CITY OF GREEN
 COUNTY OF SUMMIT
 STATE OF OHIO
 AND KNOWN AS BEING PART OF
 THE SOUTHWEST QUARTER OF
 SECTION 36 OF ORIGINAL GREEN
 TOWNSHIP

CITY OF GREEN
 SUMMIT COUNTY
 S.W. QTR. SEC. 36

N.W. QTR. SEC. 1
 JACKSON TOWNSHIP
 STARK COUNTY

MOUNT PLEASANT ROAD (C.H. 7) - 60' R/W



AREA OF PERMANENT EASEMENT = 0.162 ACRES

WATERMAIN EASEMENT
EXHIBIT 'B'
 AKRON CANTON REGIONAL AIRPORT
 AUTHORITY
 TO CITY OF NORTH CANTON

PREPARED BY:

CT Consultants
 engineers | architects | planners
 3975 Embassy Pkwy, Suite 200, Akron, Ohio 44323
 330.375.0800 www.ctconsultants.com

DATE: 1/13/16
 PROJECT NO. 150412
 DRAWN BY: B.E.K.