

North Canton City Council  
Street and Alley Committee


Ordinance No. 35 - 2016

An ordinance approving, confirming, and accepting a perpetual sanitary sewer easement for the real property known as Parcel No. 10007372, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Charles W. & Carol J. Riegler, Grantor, and declaring the same to be an emergency.

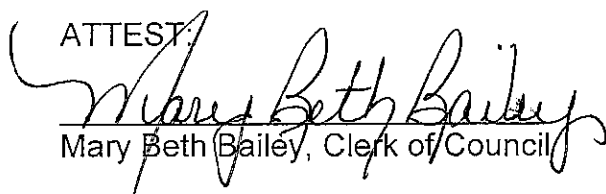
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual sanitary sewer easement for the real property known as Parcel No. 10007372, by and between the City, Grantee, and Charles W. & Carol J. Riegler, 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 installation of the sanitary sewer lines; 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 11<sup>th</sup> day of April 2016

  
\_\_\_\_\_  
David Held, Mayor

Signed: 4-11, 2016

ATTEST:  
  
\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**PERPETUAL SANITARY SEWER EASEMENT**  
Parcel No.: 10007372

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Charles W. Riegler and Carol J. Riegler, GRANTORS, do 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 sanitary sewer main and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the sanitary sewer system 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 Grantors 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 Grantors, 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 Grantors, 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 Grantors to place driveways, parking areas, or walkways in said easement. Grantors shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantors 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 Grantors 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 Grantors and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

7. That the Grantors 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. Grantors 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 Sanitary Sewer Easement this 15<sup>th</sup> day of March, 2016.

**GRANTOR(S):**

Charles W. Riegler  
Charles W. Riegler

Carol J. Riegler  
Carol J. Riegler

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF Stark )

Before me, a Notary Public in and for said County, personally appeared Charles W. Riegler and Carol J. Riegler, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

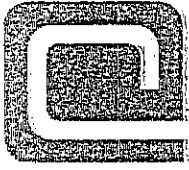
IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 15<sup>th</sup> Day of March, 2016.

Jill Fitch  
Notary Public



**Jill Fitch**  
Notary Public, State of Ohio  
My Commission Expires 11-19-2017  
Seal

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



**Cooper & Associates, LLP / ENGINEERS & SURVEYORS**

Phone 330-452-5731 Fax: 330-452-9110 www.Cooperllp.com

1359 Market  
Avenue North  
Canton, Ohio 44714

Bryan J. Ashman P.E.  
Jerold E. Geib P.S.

February 19, 2016

**EXHIBIT 'A'**

**DESCRIPTION OF A 0.0850 ACRE, 20' WIDE, SANITARY SEWER EASEMENT**

**PART OF PARCEL NO. 100-07372**

**FOR: The City of North Canton**

Known as and being part of Lot 7120 (Parcel #100-07372) as located in the City of North Canton, Stark County, Ohio; which is presently owned by Charles W. & Carol J. Riegler and recorded in Stark County Recorder's Instrument Number 2015/11240047391, being more particularly bounded and described as follows.

Beginning for the same at a point at the southern most corner of said Lot 7120. Thence along a portion of the cul-de-sac right-of-way line of Hanover Court SE, a 50 foot wide public roadway, on an arc of a curve to the right, in a northeasterly direction with said curve having a central angle of  $47^{\circ}53'15''$ , a radius of 50.00 feet, a tangent distance of 22.20 feet and an arc length of 41.79 feet, a distance of 41.79 feet to a point (last stated curved course has a chord bearing and distance of  $N50^{\circ}31'00''E - 40.58$  feet). Said point also being the **True Place of Beginning** for the Sanitary Sewer Easement herein to be described.

1. Thence  $N04^{\circ}00'04''W$ , along a portion of the west line of the proposed Sanitary Sewer Easement a distance of 187.45 feet, to a point on the north line of said Lot 7120;
2. Thence  $S84^{\circ}14'54''E$ , along a portion of the north line of said Lot 7120 which is also the south right-of-way line of Easthill Street SE and the north line of the proposed Sanitary Sewer Easement, a distance of 20.29 feet to a point;
3. Thence  $S04^{\circ}00'04''E$ , along the east line of the proposed Sanitary Sewer Easement a distance of 184.01 feet, to a point on the cul-de-sac right-of-way line of said Hanover Court SE;
4. Thence along a portion of the cul-de-sac right-of-way line of Hanover Court SE, on an arc of a curve to the left, in a westerly direction with said curve having a central angle of  $23^{\circ}04'26''$ , a radius of 50.00 feet, a tangent distance of 10.21 feet and an arc length of 20.14 feet, a distance of 20.14 feet to a point (last stated curved course has a chord

bearing and distance of S85°59'51"W – 20.00 feet), terminating at the true place of beginning.

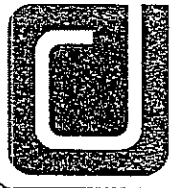
The above defined twenty (20) foot wide Sanitary Sewer Easement contains 0.0850 acre of land more or less (3701 SF).

As determined by Jerold E. Geib, PS #6725 of Cooper & Associates, LLP in February of 2016.

Subject to any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

**EXHIBIT A**  
 PAGE 1 OF 3  
 PROJECT 16120

**SANITARY SEWER EASEMENT**  
 LOCATED IN THE CITY OF NORTH CANTON  
 STARK COUNTY, OHIO  
**FOR: THE CITY OF NORTH CANTON**



**COOPER & ASSOCIATES, LLP**  
 ENGINEERS AND SURVEYORS  
 1359 MARKET AVE. NORTH  
 CANTON, OHIO 44714  
 PHONE: (330) 452-5731

0 25 50 100  
 SCALE: 1" = 50'  
 DRAWN BY: BEB  
 CHECKED BY: JEG

