

North Canton City Council
Street and Alley Committee

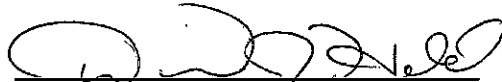
Ordinance No. 68 - 2016

An ordinance approving, confirming, and accepting a perpetual culvert and drainage easement known as Parcel No. 10007844, and being part of Out Lot 401, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and McKinley-Applegrove LTD., 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:

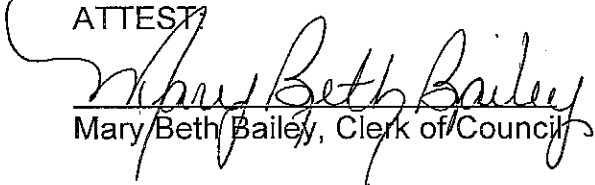
- Section 1. That a perpetual culvert and drainage easement known as Parcel No. 10007844, by and between the City, and McKinley-Applegrove LTD., be, and the same is hereby approved, confirmed, and accepted.
- Section 2. That attachments regarding this easement more fully describing the parcel and easement 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 for the City to have prompt access to the utility as well as culvert and drainage lines for ongoing development; 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 10th day of October, 2016


David Held, Mayor

Signed: 10/10, 2016

ATTEST


Mary Beth Bailey, Clerk of Council

ALAN HAROLD
Stark County Auditor
FEE

SEP 09 2016



Instr: 201609090035707 9/9/2016
P: 1 of 4 F: \$44.00
Rick Campbell 1:59 PM EASE
Stark County Recorder T20160031997

~~TRANSFERRED~~
~~TRANSFER NOT NECESSARY~~
DEPUTY SWO
IN COMPLIANCE WITH ORC 319.202

PERPETUAL CULVERT & DRAINAGE EASEMENT

Parcel No. 10007844

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, McKinley-Applegrove LTD., an Ohio limited liability company, GRANTOR, does hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual culvert & drainage easement to own and maintain all storm sewer conduits 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 "Exhibits A & 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.

10007844, NC 082, 9/9/16
EASEMENT ONLY

10087

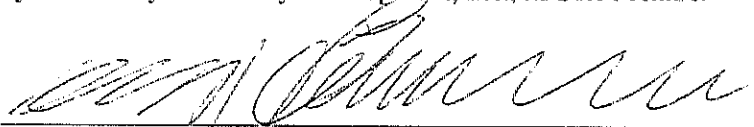
7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with 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 Culvert & Drainage Easement document this 2nd day of September, 2016.

GRANTOR(S):

McKinley-Applegrove LTD.
An Ohio limited liability company

By: McKinley-Sanctuary Development, Inc., its Sole Member



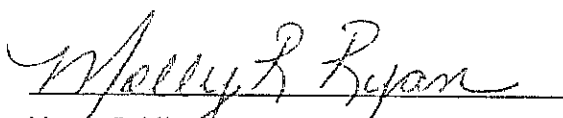
William J. Lemmon, President

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF Stark)

Before me, a Notary Public in and for said County, personally appeared William J. Lemmon, President of McKinley-Sanctuary Development, Inc., for McKinley-Applegrove 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 2nd Day of September, 2016.



Notary Public

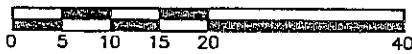
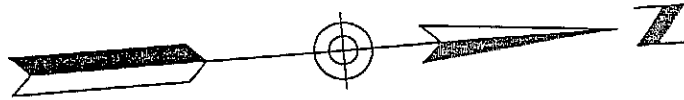


MOLLY R. RYAN
Notary Public, State of Ohio
My Commission Expires April 29, 2017

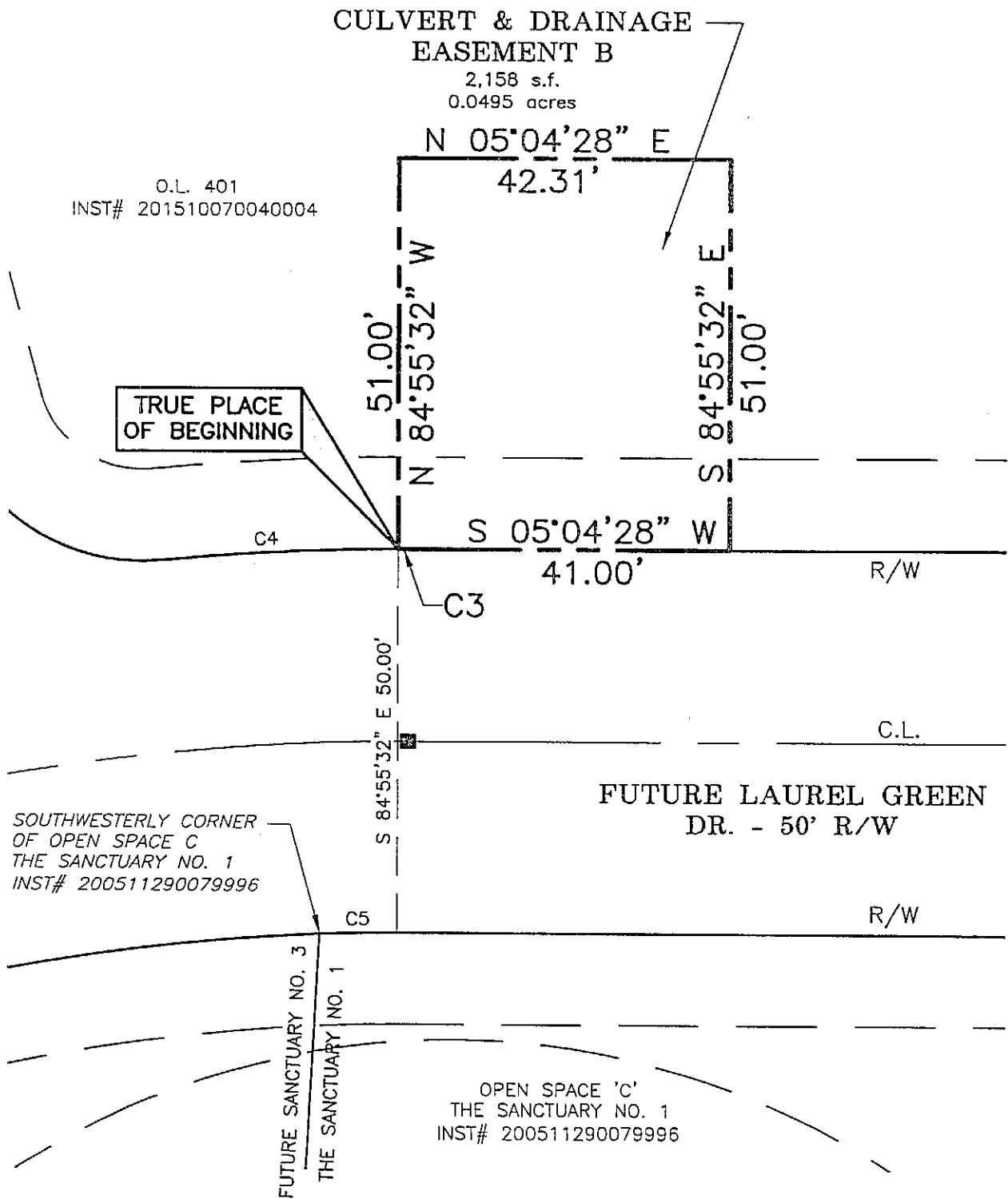
This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD LENGTH	CHORD BEARING
C3	1.32'	305.00'	0°14'50"	0.66'	1.32'	S 04°57'03" W
C4	30.08'	305.00'	5°39'02"	15.05'	30.07'	S 02°00'07" W
C5	9.84'	255.00'	2°12'39"	4.92'	9.84'	S 03°40'24" W

SITUATED IN THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO AND KNOWN AS BEING PART OF OUT LOT 337 AS RECORDED IN INST. #200412280090569 OF THE STARK COUNTY RECORDS



SCALE: 1" = 20'



CULVERT & DRAINAGE EASEMENT
EXHIBIT A

PREPARED BY:

GBC DESIGN, INC.

565 White Pond Dr.
Phone 330-836-0228

Akron, OH 44320
Fax 330-836-5782

DATE: AUG. 08, 2016
PROJECT No.311356B

August 5, 2016

EXHIBIT "B"
McKinley-Applegrove, LTD. Property
City of North Canton
Culvert & Drainage Easement
Area = 0.0495 Acres

Situated in the City of North Canton, County of Stark, and State of Ohio and known as being part of Out Lot 401 as recorded in Inst. #201510070040004 of the Stark County records, and more fully described as follows:

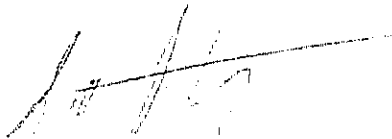
Beginning at a 1" rebar found at a southwesterly corner of said Open Space 'C';

Thence along an easterly line of future Laurel Green Drive, also being the westerly line of said Open Space 'C', along the arc of a circle curving to the right, having a central angle of $02^{\circ} 12' 39''$, a radius of 255.00 feet, a tangent of 4.92 feet, a chord of 9.84 feet, a chord bearing $N 03^{\circ} 40' 24'' E$, and an arc length of 9.84 feet to a point,

Thence $N 84^{\circ} 55' 32'' W$, a distance of 50.00 feet to a point, said point being the True Place of Beginning for the parcel of land herein described in the following five (5) courses;

1. Thence, continuing $N 84^{\circ} 55' 32'' W$, along a new line of easement, a distance of 51.00 feet to a point;
2. Thence $N 05^{\circ} 04' 28'' E$, along a new line of easement, a distance of 42.31 feet to a point;
3. Thence $S 84^{\circ} 55' 32'' E$, along a new line of easement, a distance of 51.00 feet to a point;
4. Thence $S 05^{\circ} 04' 28'' W$, along the westerly line of future Laurel Green Drive, a distance of 41.00 feet to a point;
5. Thence continuing along an westerly line of future Laurel Green Drive, along the arc of a circle curving to the left, having a central angle of $00^{\circ} 14' 50''$, a radius of 305.00 feet, a tangent of 0.66 feet, a chord of 1.32 feet, a chord bearing $S 04^{\circ} 57' 03'' W$, and an arc length of 1.32 feet to the True Place of Beginning and containing 0.0495 Acres of land, more or less, as determined in August, 2016 by Louis J. Giffels, P.S. Reg. No. 7790, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations, or easements of record.

*The Basis of Bearing for this legal description is the plat of Sanctuary No. 1 as recorded in Instrument No. 200511290079996 of the Stark County records.



Louis J. Giffels, P.S. Reg. No. 7790

