

North Canton City Council  
Street and Alley Committee

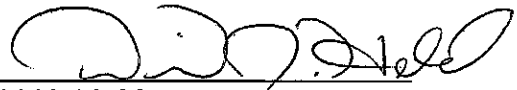
Ordinance No. 67 - 2016

An ordinance approving, confirming, and accepting a perpetual culvert and drainage easement known as Parcel No. 5609242, and being part of Open Space "C", by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and The Sanctuary Owners Association, Inc., 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:

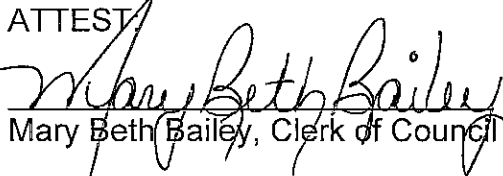
- Section 1. That a perpetual culvert and drainage easement known as Parcel No. 5609242, by and between the City, and The Sanctuary Owners Association, Inc., be, and the same is hereby approved, confirmed, and accepted.
- Section 2. That attachments regarding this easement more fully describing the parcel 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 10<sup>th</sup> 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: 201609090035708  
P: 1 of 4 F: \$44.00 9/9/2016  
Rick Campbell 1:59 PM EASE  
Stark County Recorder T20160031997

~~TRANSPERRED~~  
~~TRANSEER NOT NECESSARY~~  
DEPUTY                       
IN COMPLIANCE WITH ORC 319.202

**PERPETUAL CULVERT & DRAINAGE EASEMENT**  
Parcel No. 5609242

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Sanctuary Owners Association, Inc., 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.

5609242; NC-092; 9/9/16

EASEMENT ONLY

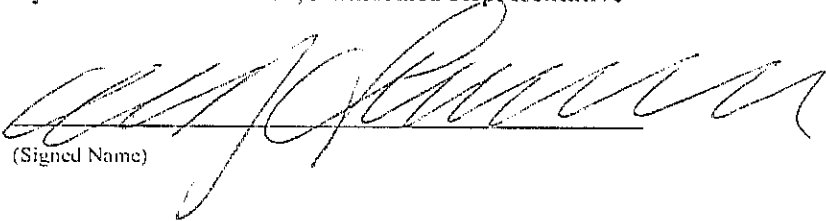
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7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants 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):**

Sanctuary Owners Association, Inc.  
 By: William J. Lemmon, Authorized Representative

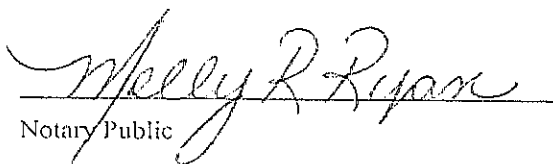
  
 (Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
 COUNTY OF Stark )

Before me, a Notary Public in and for said County, personally appeared William J. Lemmon, authorized representative for Sanctuary Owners Association, Inc., 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

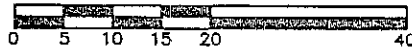
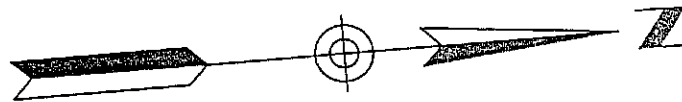


**MOLLY R. RYAN**  
 Notary Public, State of Ohio  
 My Commission Expires April 29, 2017

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
C1	0.16'	255.00'	0°02'09"	0.08'	0.16'	N 05°03'24" E
C2	11.00'	255.00'	2°28'15"	5.50'	11.00'	N 03°48'12" E

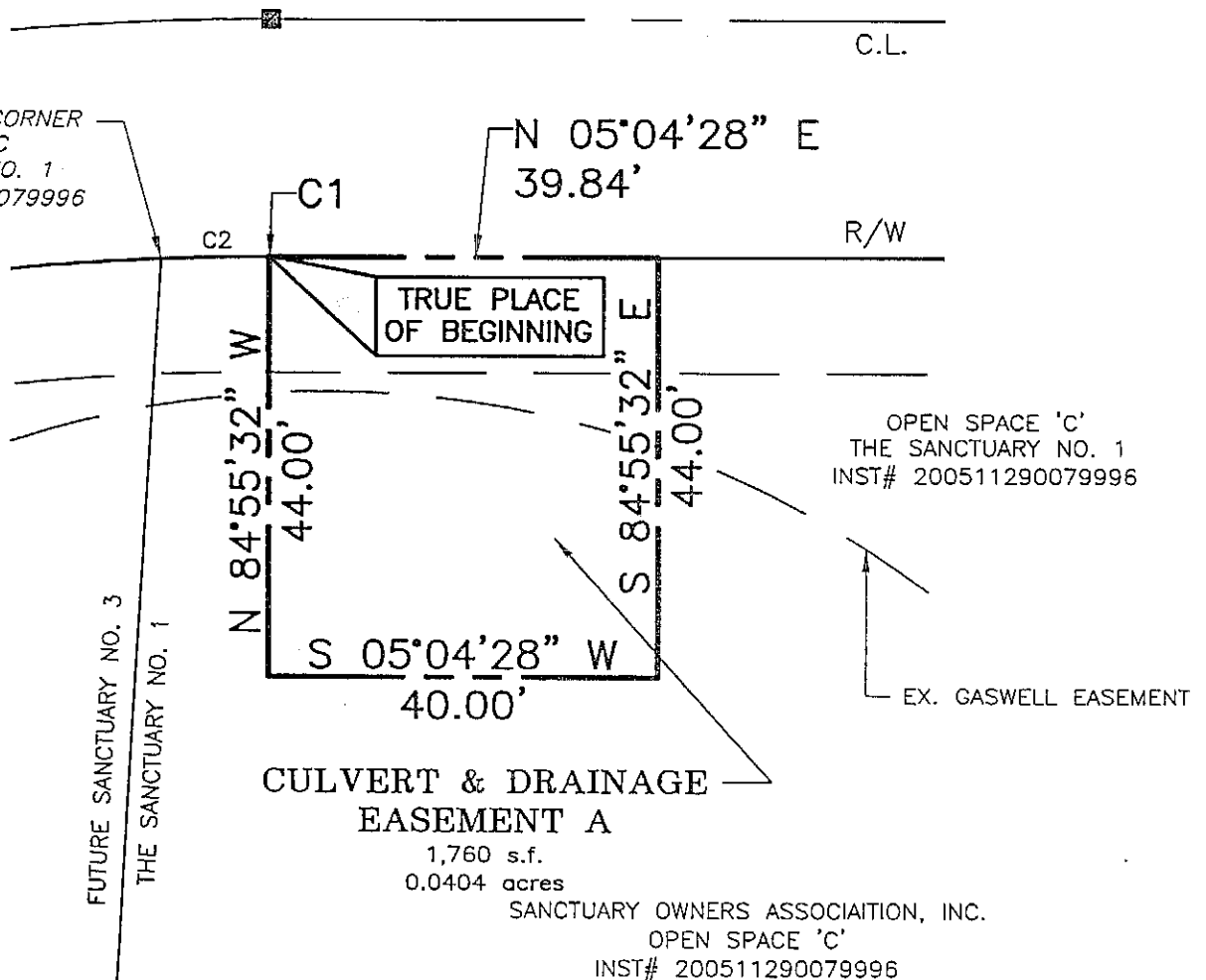
SITUATED IN THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO AND KNOWN AS BEING PART OF OPEN SPACE "C" AS SHOWN ON THE PLAT ENTITLED "THE SANCTUARY NO. 1", AS RECORDED IN INST. #200511290079996 OF THE STARK COUNTY RECORDS



SCALE: 1" = 20'

FUTURE LAUREL GREEN DR. - 50' R/W

SOUTHWESTERLY CORNER OF OPEN SPACE C THE SANCTUARY NO. 1 INST# 200511290079996



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.31135BB

August 5, 2016

EXHIBIT "B"  
Sanctuary Owners Association, Inc. Property  
City of North Canton  
Culvert & Drainage Easement  
Area = 0.0404 Acres

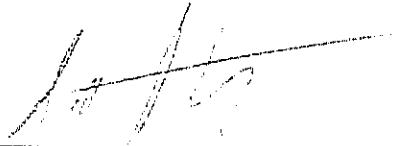
Situated in the City of North Canton, County of Stark, and State of Ohio and known as being part of Open Space 'C' as shown on the Plat entitled "The Sanctuary No. 1", as recorded in Inst. #200511290079996 of the Stark County records, and more fully described as follows:

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  $02^{\circ} 28' 15''$ , a radius of 255.00 feet, a tangent of 5.50 feet, a chord of 11.00 feet, a chord bearing  $N 03^{\circ} 48' 12'' E$ , and an arc length of 11.00 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 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  $00^{\circ} 02' 09''$ , a radius of 255.00 feet, a tangent of 0.08 feet, a chord of 0.16 feet, a chord bearing  $N 05^{\circ} 03' 24'' E$ , and an arc length of 0.16 feet to a point;
2. Thence  $N 05^{\circ} 04' 28'' E$ , continuing along an easterly line of future Laurel Green Drive, also being the westerly line of said Open Space 'C', a distance of 39.84 feet to a point;
3. Thence  $S 84^{\circ} 55' 32'' E$ , along a new line of easement, a distance of 44.00 feet to a point;
4. Thence  $S 05^{\circ} 04' 28'' W$ , along a new line of easement, a distance of 40.00 feet to a point;
5. Thence  $N 84^{\circ} 55' 32'' W$ , along a new line of easement, a distance of 44.00 feet to a point to the True Place of Beginning and containing 0.0404 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

