

North Canton City Council
Street and Alley Committee

ORDINANCE 39 - 2022

An ordinance authorizing the Mayor of the City of North Canton, to accept a sidewalk performance bond in the amount of \$54,225.00, between the City and McKinley-Applegrove Ltd., and accept the accompanying mortgage deed for city lot number 6952, thereby securing the bond, for all necessary work required to complete sidewalks in The Sanctuary Phase 5 construction project.

WHEREAS, McKinley-Applegrove Ltd. has provided a mortgage deed to city lot number 6952 to serve as bond, thereby guaranteeing to undertake and complete, at its own expense, all necessary work required to complete the sidewalks in The Sanctuary Phase 5 construction project, copies of which are attached hereto and incorporated herein as Exhibit "B".

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

- Section 1. That the Mayor of the City of North Canton be, and is hereby, authorized to enter into a Sidewalk Performance Bond Agreement with McKinley-Applegrove Ltd. as attached hereto and incorporated herein as "Exhibit A".
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this 25th day of April, 2022.

Attest: Benjamin R. Young
Benjamin R. Young, Clerk of Council

Stephan B. Wilder
Stephan B. Wilder, Mayor

Signed on: 25 April 2022

SIDEWALK PERFORMANCE BOND

(The Sanctuary No. 5)

This Sidewalk Performance Bond is entered into on the date set forth herein by and between **McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, (hereinafter known as the "Developer"), and the **CITY OF NORTH CANTON, OHIO**, a municipal corporation of the State of Ohio, (hereinafter known as "North Canton"):

WHEREAS, the Developer is the owner and developer of an allotment located within the City of North Canton, which allotment is known as The Sanctuary No. 5 (the "Development"), as shown on the Plat recorded in Instrument Number _____ of the Stark County Records; and

WHEREAS, has requested Developer to provide this Sidewalk Performance Bond to secure the installation of the sidewalks within the Development; and

WHEREAS, the said Developer agrees to hold and firmly bind itself unto North Canton in the sum of FIFTY-FOUR THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$54,225.00), for which payment Developer binds itself by this instrument to perform the conditions and obligations set forth herein:

NOW, THEREFORE, the Developer agrees to undertake and complete as a condition of this obligation at its own expense all the necessary work required to complete the sidewalks in the Development.

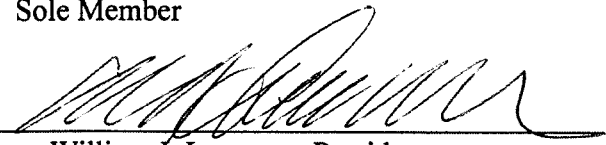
The Developer further agrees that a Mortgage Deed issued in accordance with Chapter 5301 of the Revised Code of the State of Ohio will be executed and delivered to North Canton, as security for the performance of the conditions of this agreement which Mortgage Deed will be enforceable in accordance with the terms and conditions therein stated.

Now, if said Developer as a party to this instrument shall well and truly perform the obligations stated above, then this Agreement and obligations shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the 15th day of March, 2022.

MCKINLEY-APPLEGROVE, LTD., an Ohio limited liability company

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

By 
William J. Lemmon, President

CITY OF NORTH CANTON, OHIO, a municipal corporation of the State of Ohio

By _____
Print Name _____
Its _____

APPROVED AS TO FORM BY:

Wayne A. Boyer, Esq.
City of North Canton Law Director

This instrument prepared by:
Jamie R. Minor, Esq.
Winkhart & Minor, LLC
825 South Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701

MORTGAGE DEED

Statutory Form Section 5302.12

McKINLEY-APPLEGROVE, LTD., an Ohio limited liability company, (“Mortgagor”), for **FIFTY-FOUR THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$54,225.00)** paid, grants, with mortgage covenants, to the **CITY OF NORTH CANTON**, a municipal corporation of the State of Ohio, (“Mortgagee”), the following real property:

Situated in the City of North Canton, County of Stark and State of Ohio:

Known as and being Lot Number 6952 in said City.

Also known as and being Lot Number 108 in The Sanctuary No. 2, as the same is recorded in Instrument Number 200511290079997 of the Stark County Records.

This Mortgage is given, upon the statutory condition, to secure the payment of **FIFTY-FOUR THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$54,225.00)**, as provided in the Sidewalk Performance Bond of even date.

Statutory condition is defined in Section 5302.14 of the Revised Code and provides generally that if the Mortgagor performs the obligations secured hereby, pays all the taxes and assessments, and does not commit or suffer waste, then this Mortgage shall be void.

NOW, THEREFORE, if Mortgagor shall honestly, faithfully, and as expeditiously as possible, complete the improvements set forth in the Sidewalk Performance Bond executed herewith, then this obligation shall be void; otherwise to remain in full force and effect.

And Mortgagor does hereby pledge itself that, during the life of this Mortgage Deed, it will not dispose of, sell, nor convey its interest(s) in said property without the written consent of Mortgagee, which shall not be arbitrarily withheld.

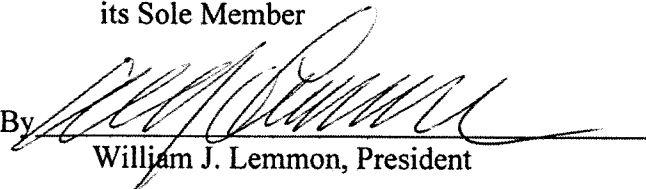
Mortgagee can release separate lots as set forth above upon the request of the Mortgagor, from the operation of this Mortgage Deed. To properly release any of the lots, a separate partial Mortgage Release must be signed, witnessed, and executed by the Mayor, duly authorized.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Mortgagor hereunto set its hand this 15th day of March, 2022.

McKINLEY-APPLEGROVE, LTD., an Ohio limited liability company

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

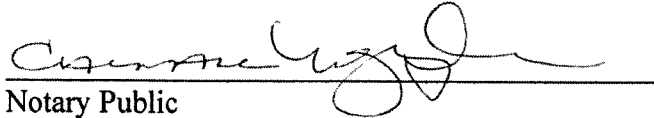
By: 
William J. Lemmon, President

STATE OF OHIO, STARK COUNTY, SS:

The foregoing instrument was acknowledged before me this 15th day of March, 2022, by William J. Lemmon, President of McKinley-Sanctuary Development, Inc., an Ohio corporation, Sole Member of McKINLEY-APPLEGROVE, LTD., an Ohio limited liability company.



CHRISTINE M. SNYDER
Notary Public, State of Ohio
My Commission Expires 11-06-2023


Notary Public

This is an acknowledgment clause; no oath or affirmation was administered to signer.

This instrument prepared by:

Jamie R. Minor, Esq.
Winkhart & Minor, LLC
825 South Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701