

North Canton City Council
Street and Alley Committee

Ordinance No. 75 - 2015

An ordinance approving, confirming, and accepting a perpetual sanitary and storm sewer easement for the real property known as Parcel No. 9201992, and being part of Lot Nos. 495, 496, 497, 498, and 499, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and DeHoff Development Company, an Ohio limited liability company, Grantor, and declaring the same to be an emergency.

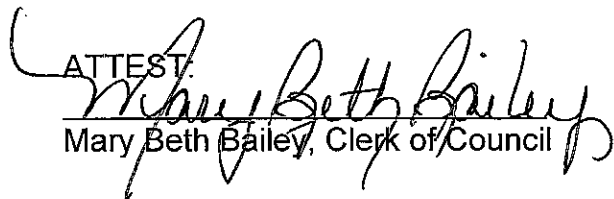
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual sanitary and storm sewer easement for the real property known as Parcel No. 9201992, by and between the City, Grantee, and DeHoff Development Company, 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 to complete the construction before the winter season and for the timely completion of the sanitary and sewer 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 December 2015


David Held, Mayor

Signed: 12/14, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

Perpetual Sanitary and Storm Sewer Easement

| | | |
|-------------|---------|---------|
| Parcel Nos. | 9201992 | 9202006 |
| | 9201993 | 9202007 |
| | 9202003 | 9202008 |
| | 9202004 | 9207344 |
| | 9202005 | 9207346 |

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Dehoff Development Company**, GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, a perpetual sanitary and storm sewer easement to install and maintain sanitary and storm sewers including all associated appurtenances, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the above mentioned sewers 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 Exhibit "A" for Legal Description and Map

It is agreed by and between Grantor and Grantee as follows:

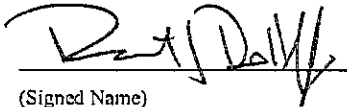
1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore 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 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 Utility Easement document this 18 day of November, 2015.

GRANTOR(S):

Dehoff Development Company
 By:
 Robert Dehoff,, Chairman



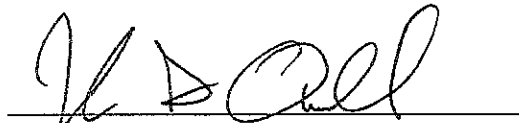
(Signed Name)

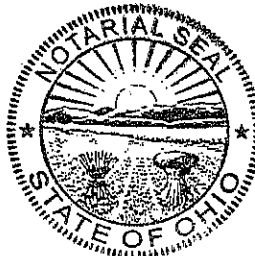
NOTARY:

STATE OF OHIO)
) SS:
 COUNTY OF OHIO)

Before me, a Notary Public in and for said County, personally appeared Robert Dehoff, Chairman of Dehoff Development Company, who acknowledged that he did sign the foregoing instrument and that it is his free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 18 Day of November, 2015.


 Notary Public



John S. Arnold
 Notary Public, State of Ohio
 My Commission Expires 04-22-2017

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

November 13, 2015

"Exhibit A"

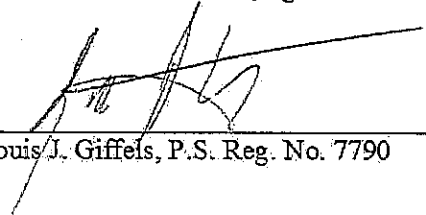
Legal Description
30' Storm & Sanitary Easement
Area = 0.2315 Acres

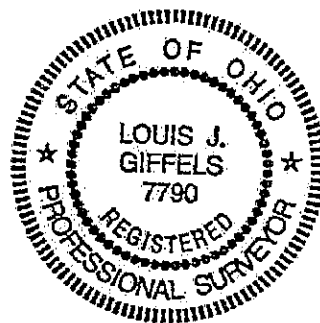
Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of the Northwest Quarter of Section 17, Twp. 11, R. 8 and also known as being part of Lots 496 thru 500 inclusive, as shown on the plat of the Kolp-Theobald-Northland Addition to New Berlin Ohio as recorded in Plat Vol. 9, Pg. 120 of the Stark County records and also being part of Lots 583 thru 588 inclusive, as shown on the plat of the Kolp-Theobald-Northland 2nd Addition to New Berlin Ohio as recorded in Plat Vol. 10, Pg. 29 of the Stark County records and also being part of the vacated alley as recorded in Plat Vol. 22 Pg. 56 of the Stark County records and more fully described as follows:

Beginning at the southeasterly corner of said Lot 584 said point being the True Point of Beginning for the parcel of land herein described in the following seven (7) courses;

1. Thence N 90°00'00" W, along the southerly line of said Lot 584, also being the northerly line of Glenwood St. S.W. (40' wide), a distance of 15.00 feet to a point;
2. Thence N 00°36'00" W, along a new easement line, a distance of 125.00 feet to a point;
3. Thence N 90°00'00" W, along a new easement line, a distance of 181.34 feet to a point;
4. Thence N 00°00'00" E, along a new easement line, a distance of 30.00 feet to a point;
5. Thence S 90°00'00" E, along a new easement line, a distance of 211.02 feet to a point;
6. Thence S 00°36'00" E, along a new easement line, a distance of 155.00 feet to a point;
7. Thence N 90°00'00" W, along the southerly line of said Lot 583, also being the northerly line of said Glenwood St. S.W., a distance of 15.00 feet to the True Place of Beginning, and containing 0.2315 acres of land more or less as determined in November, 2015 by Louis J. Giffels, Registered Surveyor No. 7790, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations, or easements of record.

*The basis of bearing is N 90° 00' 00" E along the northerly Right-of-Way of Glenwood St. S.W. (40' wide) as assumed on the plat of the Kolp-Theobald-Northland 2nd Addition to New Berlin Ohio as and recorded in Plat Vol. 10, Pg. 29 of the Stark County records.


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



BASIS OF BEARING

THE BASIS OF BEARING IS N 90° 00' 00" E ALONG THE NORTHERLY RIGHT-OF-WAY AS ASSUMED ON THE PLAT OF THE KOLP-THEOBALD-NORTHLAND 2ND ADDITION TO NEW BERLIN OHIO AS AND RECORDED IN PLAT VOL. 10, PG. 29 OF THE STARK COUNTY RECORDS

SITUATED IN THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO AND KNOWN AS BEING PART OF THE NORTHWEST QUARTER OF SECTION 17, TWP. 11, R. 8 AND ALSO KNOWN AS BEING PART OF LOTS 496 THRU 500 INCLUSIVE, AS SHOWN ON THE PLAT OF THE KOLP-THEOBALD-NORTHLAND ADDITION TO NEW BERLIN OHIO AS RECORDED IN PLAT VOL. 9, PG. 120 OF THE STARK COUNTY RECORDS AND ALSO BEING PART OF LOTS 583 THRU 588 INCLUSIVE, AS SHOWN ON THE PLAT OF THE KOLP-THEOBALD-NORTHLAND 2ND ADDITION TO NEW BERLIN OHIO AS RECORDED IN PLAT VOL. 10, PG. 29 OF THE STARK COUNTY RECORDS AND ALSO BEING PART OF THE VACATED ALLEY AS RECORDED IN PLAT VOL. 22 P. 56 OF THE STARK COUNTY RECORDS

LOT 496 PPN. 9201992 LOT 498 LOT 499 LOT 500 LOT 501
KOLP-THEOBALD-NORTHLAND ADDITION TO NEW BERLIN OHIO PLAT VOL. 9, PG. 120
PPN. 9201993 PPN. 9201994

N 00°00'00" E
30.00'

N 90°00'00" E 211.02'

VACATED ALLEY
PLAT VOL. 22, PG. 56

N 90°00'00" W 181.34'
KOLP-THEOBALD-NORTHLAND 2ND ADDITION TO NEW BERLIN OHIO PLAT VOL. 10, PG. 29

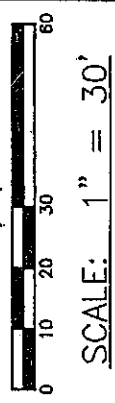
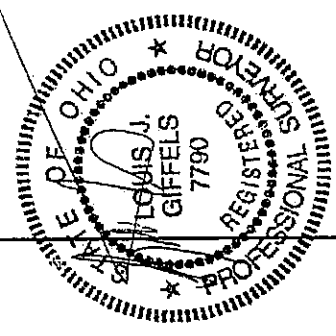
PPN. 9202007 LOT 587 PPN. 9202006 LOT 586 PPN. 9202005 LOT 585

PROP. 30' SIM. &
SAN. SEW. EASEMENT
0.2315 AC.

N 00°36'00" W 125.00'
PPN. 9202004 LOT 584
S 00°36'00" E 155.00'
PPN. 9202003 LOT 583

TRUE PLACE OF BEGINNING
N 90°00'00" W
30.00'

GLENWOOD ST. S.W. 40'
PLAT VOL. 10, P. 29



30' STORM AND SANITARY SEWER EASEMENT
"Exhibit A"

GBC DESIGN, INC.
PREPARED BY:
665 White Pond Dr.
Akron, OH 44320
Phone 330-886-0228
Fax 330-886-6782

DATE: 11/12/15
PROJECT No. 47164