

North Canton City Council
Street and Alley Committee

Ordinance No. 47 - 2017

An ordinance approving, confirming and accepting a nonexclusive easement known as Parcel Nos. 9208010 and 9208015, and being part of Outlot No. 408, Lot Nos. 7124 and 7123, by and between the City of North Canton, an Ohio charter municipal corporation, Grantee, and The Most Reverend George V. Murry, S.J., Bishop of the Roman Catholic Diocese of Youngstown, Trustee, Grantor.

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

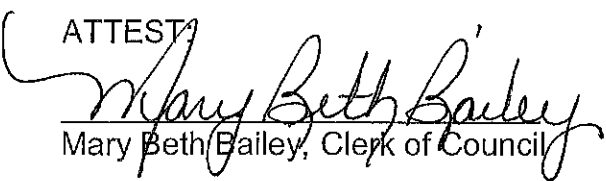
- Section 1. That a nonexclusive easement known as Parcel Nos. 9208010 and 9208015, by and between the City, and The Most Reverend George V. Murry, S.J., Bishop of the Roman Catholic Diocese of Youngstown, Trustee, be, and the same is hereby approved, confirmed and accepted. The nonexclusive easement would allow for the installation of a decorative fence along St. Paul's northern property line, parallel with West Maple Street.
- 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 shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 26th day of June 2017


David Held, Mayor

Signed: 6/30, 2017

ATTEST


Mary Beth Bailey, Clerk of Council

EASEMENT AGREEMENT
(Improvements)

THIS EASEMENT AGREEMENT, ("Agreement"), is signed by and between **THE MOST REVEREND GEORGE V. MURRY, S.J., BISHOP OF THE ROMAN CATHOLIC DIOCESE OF YOUNGSTOWN, TRUSTEE FOR ST. PAUL CHURCH**, being the grantor, ("Grantor"), with Grantor's mailing address being 241 South Main Street, North Canton, Ohio 44720, and, **THE CITY OF NORTH CANTON, OHIO**, an Ohio municipal corporation, being the grantee, ("Grantee"), with Grantee's mailing address being 145 North Main Street, North Canton, Ohio 44720.

RECITALS:

1. Grantor owns the real property described within Exhibit "A" which is attached hereto and is made part hereof, ("Property"), pursuant to the Instruments recorded as Instrument Numbers 201606020021178 and 201203150011215 of the Stark County Records (being Parcel Numbers 92-08010 and 92-08015).

2. Pursuant to a Replat recorded as Instrument Number 201702020005300 of the Stark County Records, the Property was consolidated and is now described as follows: Known as and being Outlot Number 408, Lot 7124 and Lot 7123 in the City of North Canton, Stark County, Ohio.

2. Subject to and upon the terms and conditions of this Agreement, ("Terms"), Grantor will grant to Grantee a nonexclusive easement, ("Easement"), over and across that portion of the Property that is described/depicted within Exhibit "B" which is attached hereto and is made part hereof, ("Easement Area"), for the sole purposes, ("Easement Purposes"), of enabling Grantee and/or Grantee's successor(s)/assign(s), (also "Grantee"), to, at Grantee's sole expense, construct, lay, install, maintain, access, inspect, repair and/or replace those certain decorative improvements at/upon the Easement Area set forth upon Grantee's approved plans for the same dated on or about April 7, 2017, which are made part hereof by reference, ("Improvements").

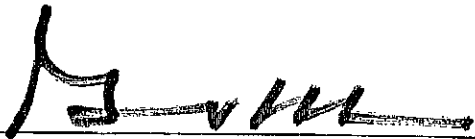
NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which Grantor and Grantee irrevocably acknowledge, Grantor and Grantee agree as follows:

1. Recitals: Grantor and Grantee incorporate the foregoing Recitals herein by reference and ratify and reaffirm the same.

2. Easement Grant: Subject to and upon the Terms, Grantor grants the Easement to Grantee over, across and/or upon the Easement Area solely for and limited to the Easement Purposes. The Easement will encumber and run with the Property and the record title thereto.
3. Obstruction: Grantor shall not at any time(s) obstruct and/or permit/enable the obstruction of the Easement.
4. Improvements: Grantee shall (at Grantee's sole risk and at Grantee's sole expense) install, maintain, repair, replace and/or remove the Improvements.
5. Recordation: Grantee shall record this Agreement and provide to Grantor a time-stamped copy thereof.
6. Termination: Notwithstanding any Terms to the contrary, if Grantor sells Grantor's fee simple interest in and/or to all and/or any part(s) of the Property, Grantor may terminate the Easement, ("Termination"), upon providing to Grantee a written notice of Termination not less than ninety (90) days prior to the effective Termination as provided therein, ("Termination Date"). In the event of any such Termination, Grantee will (at Grantee's expense) promptly remove all of the Improvements and reasonably repair/restore the Easement Area on or before the Termination Date (with time being of the essence).
7. Miscellaneous: This Agreement and/or the Terms:
 - (a) shall extend to and are binding upon Grantor and Grantee and their respective successors/assigns.
 - (b) shall be governed under Ohio law.
 - (c) cannot be waived, amended and/or modified absent a written instrument which Grantor and Grantee must each sign with notarization (and which must thereafter be recorded).
 - (d) represent the entire understanding and agreement between Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have signed this Agreement on the date(s) set forth hereinbelow.

THE CITY OF NORTH CANTON,
OHIO, an Ohio municipal corporation,
("Grantee"),



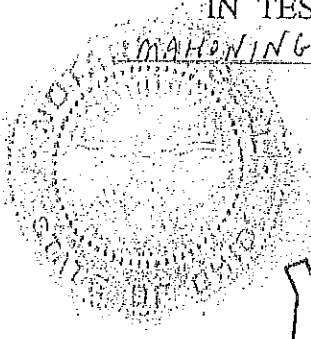
THE MOST REVEREND GEORGE V.
MURRY, S.J., BISHOP OF THE
ROMAN CATHOLIC DIOCESE OF
YOUNGSTOWN, TRUSTEE,
("Grantor"),

By: _____

STATE OF OHIO)
) ss:
MAHONING COUNTY)

Before me, a notary public in and for MAHONING County, Ohio, personally appeared the above-named **The Most Reverend George V. Murry, S.J., Bishop of the Roman Catholic Diocese of Youngstown, Trustee**, ("Grantor"), by N/A, being Grantor's duly authorized N/A, who acknowledged that he did sign the foregoing Easement Agreement and that the same is Grantor's free act and deed and his free act and deed both personally and as the N/A of/for Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MAHONING County, Ohio, this 10th day of APRIL, 2016.
2017.



COPY

Brenda J. D'Apollito
Notary Public

BRENDA J. D'APOLITO, Notary Public
State of Ohio
My Commission Expires AUGUST 11, 2018

STATE OF OHIO)
) ss:
STARK COUNTY)

Before me, a notary public in and for Stark County, Ohio, personally appeared the above-named **The City of North Canton, Ohio**, an Ohio municipal corporation, ("Grantee"), by _____, its _____, who acknowledged that he did sign the foregoing Easement Agreement and that the same is Grantee's free act and deed and his free act and deed both personally and as Grantee's duly authorized _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Stark County, Ohio, this _____ day of _____, 2016.

Notary Public

This Easement Agreement
prepared by:
John J. Rambacher, Esq.
Winkhart, Rambacher & Griffin
825 South Main Street
North Canton, Ohio 44720
330-433-6700

J/R/Agreements 2016/Easement - St. Paul (City of N. Canton) 10.25.16

EXHIBIT "A"

Known as and being Outlot Number 408 in the City of North Canton, Stark County, Ohio as set forth upon the Replat recorded on February 2, 2017 as Instrument Number 201702020005300 of the Stark County Records.



PARTNERS

AN ENVIRONMENTAL, ENGINEERING & SURVEYING FIRM

April 11, 2017

DESCRIPTION OF A 0.0472 ACRE, 11' WIDE DECORATIVE IMPROVEMENTS EASEMENT

PART OF PARCEL NO. 100-08695

FOR: Saint Paul Catholic Church

Known as and being part of Out Lot 408, a 1.2349 acre tract of land (Parcel #100-08695) as located in the City of North Canton, Stark County, Ohio; which is presently owned by The Most Reverend George V. Murry, SJ Bishop of the Roman Catholic Diocese of Youngstown, Trustee and recorded in Stark County Recorder's Instrument Number 2017/02020005300, being more particularly bounded and described as follows.

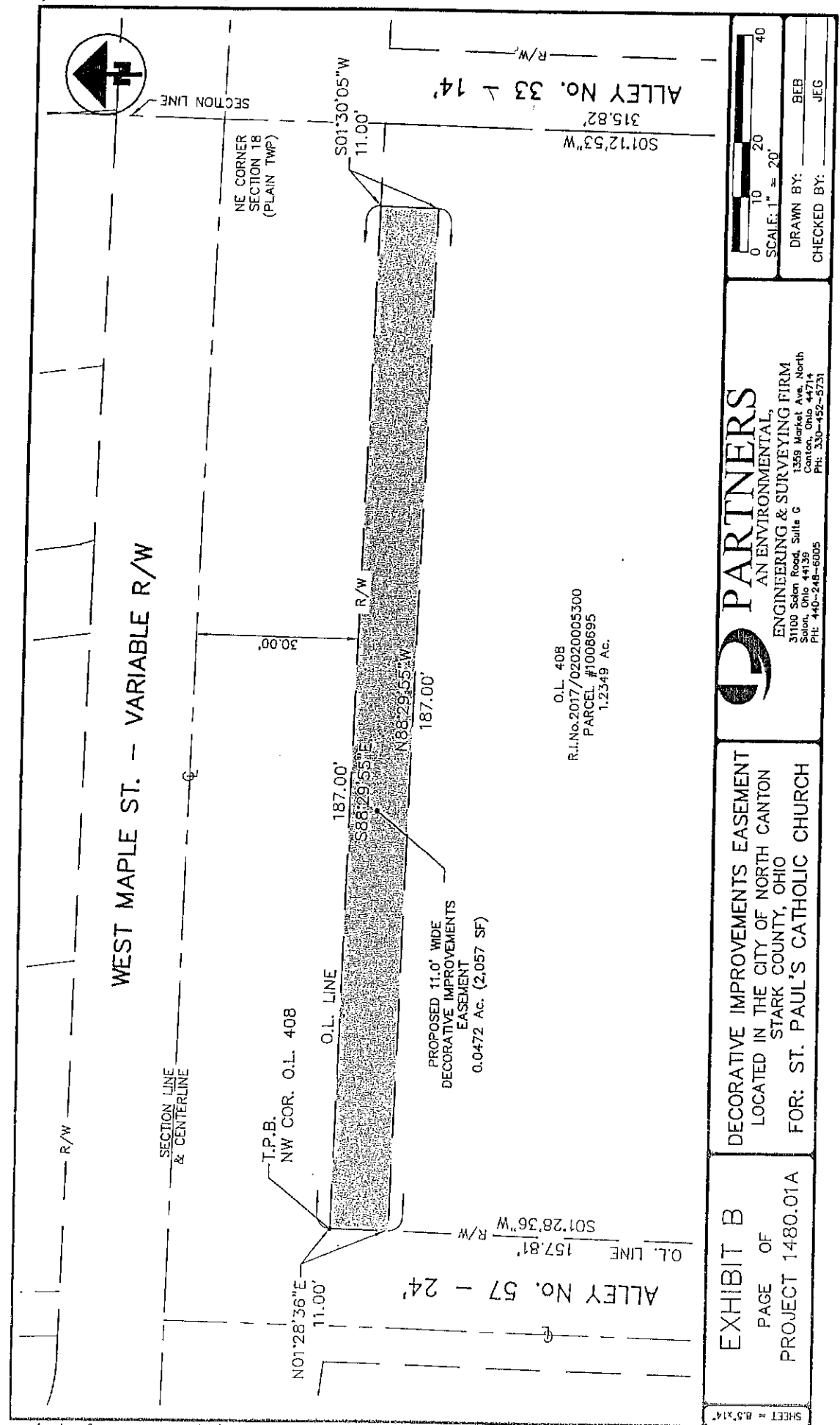
Beginning for the same at a point at the northwest corner of said Out Lot 408 and being the **True Place of Beginning** for the Decorative Improvements Easement herein to be described.

1. Thence S88°29'55"E, along a portion of the south Right-of-Way Line of West Maple Street, the same being the north line of said Out Lot 408, a distance of 187.00 feet to a point at the northeast corner of the Decorative Improvements Easement.
2. Thence S01°30'05"W, along the east line of the Decorative Improvements Easement, a distance of 11.00 feet, to a point at the southeast corner of the Decorative Improvements Easement;
3. Thence N88°29'55"W, along the south line of the Decorative Improvements Easement, a distance of 187.00 feet, to a point on the east Right-of-Way Line of Alley No. 57, a 24 foot wide public roadway, at the southwest corner of the Decorative Improvements Easement;
4. Thence N01°28'36"E, along a portion of the east line of said Alley No. 57, the same being the west line of Out Lot 408, a distance of 11.00 feet to a point terminating at the True Place of Beginning;

The above defined eleven foot wide Decorative Improvements Easement contains 0.0472 acre of land more or less (2057 SF).

As determined by Jerold E. Geib, PS #6725 of Partners in April of 2017.

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



WEST MAPLE ST. -- VARIABLE R/W



SCALE: 1" = 20'

0 10 20 40

DRAWN BY: BEB

CHECKED BY: JEG

PARTNERS
 AN ENVIRONMENTAL,
 ENGINEERING & SURVEYING FIRM

31100 Seien Road, Suite G
 Solon, OH 44136
 P.O. Box 248-6005
 Ph: 330-452-5731

DECORATIVE IMPROVEMENTS EASEMENT
 LOCATED IN THE CITY OF NORTH CANTON
 STARK COUNTY, OHIO
 FOR: ST. PAUL'S CATHOLIC CHURCH

EXHIBIT B
 PAGE OF
 PROJECT 1480.01A

O.L. 408
 R.I.No.2017/02020005300
 PARCEL #1008695
 1.2349 AC.

ALLEY No. 57 - 24'

ALLEY No. 33 - 14'

NE CORNER
 SECTION 18
 (PLAIN TWP)

PROPOSED 11.0' WIDE
 DECORATIVE IMPROVEMENTS
 EASEMENT
 0.0472 AC. (2,057 SF)