

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 096

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM (CULVERT) PURPOSES FROM THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012, IN CONNECTION WITH THE COURTLAND DRIVE CULVERT REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Council hereby authorizes the Mayor to accept a Grant of Easement from **THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012**, located at 8622 Courtland Drive, Strongsville, Ohio, and also known as Permanent Parcel No. 391-11-005, for storm sewer system (culvert) purposes, as more fully set forth in Exhibit "1" attached hereto and made a part hereof by reference, in connection with the City's Courtland Drive Culvert Replacement Project.

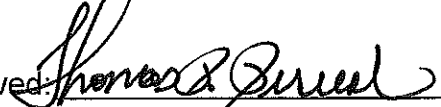
Section 2. That the Clerk of Council is hereby directed to cause the aforesaid Grant of Easement to be recorded in the office of the Cuyahoga County Fiscal Officer after its proper execution and receipt of evidence of title satisfactory to the Law Director.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to proceed with certain culvert replacement and storm sewer improvements, assure proper drainage of water within the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



President of Council

Approved: 

Mayor

Date Passed: June 7, 2017

Date Approved: June 7, 2017

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 096
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	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	<u> </u>
Daymut	<u>✓</u>	<u> </u>
DeMio	<u>✓</u>	<u> </u>
Dooner	<u>✓</u>	<u> </u>
Schonhut	<u>✓</u>	<u> </u>
Short	<u>✓</u>	<u> </u>
Southworth	<u>✓</u>	<u> </u>

Attest: *Jimmi Penta*
Clerk of Council

ORD. No. 2017-096 Amended:
1st Rdg. 06-05-17 Ref:
2nd Rdg. 06-07-17 Ref:
3rd Rdg. Shapinski Ref:

Pub Hrg. Ref:
Adopted: 06-07-17 Defeated:

**GRANT OF EASEMENT
FOR
STORM SEWER SYSTEM (CULVERT) PURPOSES**

This Easement Grant is made between **THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012**, located at 8622 Courtland Drive, Strongsville, Ohio 44149, who with its heirs and assigns, is herein called "Grantor," and **THE CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 391-11-005; and

WHEREAS, the Grantee proposes to construct or cause to be constructed a storm sewer system, including underground pipe for culvert purposes, on land to be dedicated to public use as an easement; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of constructing, reconstructing, maintaining, operating, using, and repairing a storm sewer system for culvert purposes, within, across, through, and under the premises described and reflected in Exhibit A, attached hereto and incorporated herein by reference;

NOW, THEREFORE, in consideration of the sum of Eleven Thousand Seven Hundred Thirty Dollars and 00/100 (\$11,730.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor, on behalf of its heirs legal representatives, successors and/or assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises (herein called the "Easement Area") described in Exhibit "A," attached hereto and incorporated herein by reference, and to remove trees or other items above and below the ground where necessary for the purposes of constructing, reconstructing, maintaining, installing, operating and repairing a storm sewer system, including underground pipe for culvert purposes and to construct, reconstruct, maintain and operate and to make all repairs to such storm sewer system

connected herewith, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said storm sewer system in accordance with the applicable statutes, ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

In consideration thereof, the Grantor and Grantee further do hereby agree that Grantee will initially construct and install said storm sewer system in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that Grantee will pay the entire cost of said construction and installation of said storm sewer system. Said storm sewer system will become and remain the property of Grantee, its successors or assigns upon completion by the Grantee and approval by the City of Strongsville, its successors or assigns and its acceptance by the City of Strongsville.

Grantor acknowledges and agrees that Grantee will not be obligated to maintain landscaping and/or lawn areas within the Easement Area. Neither Grantor nor its heirs, legal representatives, successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the storm sewer system.

The Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the storm sewer system. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the storm sewer system or in any way affect the system.

If the Grantor, its heirs, successors or assigns, desires to alter the Easement Area in any way other than as expressly permitted herein, the Grantor or its heirs, successors or assigns, must obtain the prior written approval of the City of Strongsville. Upon receipt of such approval, the Grantor will, at its own expense, relocate or reconstruct all or any portion of the storm sewer system which is affected by such alteration and, where necessary, grant a new easement of not less than the width of the Easement under the same terms and conditions as herein provided. The relocated or reconstructed storm sewer system, upon completion and approval by the Grantee, will become the property of the City of Strongsville, and, where necessary, the Grantor shall grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided.

Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said storm sewer system that said Grantor and its successors or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of the Easement Area within the limits of the above described Easement.

If the Grantor violates any of the provisions of the Easement, the Grantee, at the expense of the Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the current provisions of the Easement.

The Grantor hereby reserves the right to use the premises (Easement Area) for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantor covenants with the 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 and the Easement Area in the manner and form herein written. The Grantor further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Easement to Grantee, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

This Grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which Grantee or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this Grant of Easement, or whom the Grantee permits to utilize the Easement Area.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law.

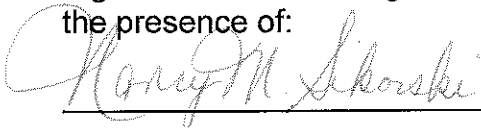
This Grant of Easement shall run with the land, and be binding upon the Grantor and its tenants, heirs, legal representatives, successors and assigns.

This Easement Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.


TO HAVE AND TO HOLD the above granted Easement, right-of-way, and storm sewer system for the purposes above-mentioned, unto Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, this instrument is executed this 31st day of May, 2017.

Signed and acknowledged in
the presence of:



"GRANTOR"


Marguarite M. Abegglen, Trustee of The
Abegglen Family Trust, dated August 17, 2012

Nancy M. Sikorski

Alan W. Abegglen
Alan W. Abegglen, Trustee of The
Abegglen Family Trust, dated August 17, 2012

Aimee Piontka

"GRANTEE"
CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak
Its: Mayor

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared **THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012**, by **MARGUARITE M. ABEGGLEN, TRUSTEE** and **ALAN W. ABEGGLEN, TRUSTEE**, who acknowledged that they did sign the foregoing instrument and that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 31st day of May, 2017.

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)



Nancy M. Sikorski
NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

BEFORE ME, a Notary Public in and for said County and State, personally appeared **THE CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as an officer thereof, and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 7th day of June, 2017.



Nancy M. Sikorski
NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

Nancy M. Sikorski
NOTARY PUBLIC

EXHIBIT 'A'
EASEMENT INFORMATION

Owner: Margarite M. Brickman-Abegglen & Alan W. Abegglen, Trustees
Municipality/County: City of Strongsville, Cuyahoga County
Deed: Document # 201208170520
Date: August 17, 2012
Permanent Parcel No.: 391-11-005
Location: 8622 Courtland Drive
Description:

LEGAL DESCRIPTION
PERPETUAL DRAINAGE EASEMENT
THRU MARGUARITE M. & ALAN W. ABEGGLEN, TRUSTEES' LAND
PP #391-11-005
FOR THE CITY OF STRONGSVILLE
16099 FOLTZ PARKWAY
CITY OF STRONGSVILLE
COUNTY OF CUYAHOGA, OHIO

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Block 'B' in Creekwood Subdivision of part of Original Strongsville Township Lot No. 90 as shown by the recorded plat in Volume 207 of Maps, Pages 57 & 58 of Cuyahoga County Records and being a **0.0205 acres (893 sq.ft.) Perpetual Drainage Easement** lying within a 0.87 acre (Auditor) parcel of land as conveyed to Margarite M. Brickman-Abegglen & Alan W. Abegglen, Trustees by deed dated August 17, 2012 as recorded in Document # 201208170520, (PP #391-11-005) of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at the Southeasterly corner of said property, a point being the Place of Beginning, referenced by an iron pin found 0.07' North and 0.27' West;

Thence **North 21°42'08" East**, parallel with the centerline of Courtland Drive being the basis of bearing and at a perpendicular distance of 30 feet along the Westerly sideline, a distance of **121.98 feet** to a 5/8" x 30" iron pin set (w/yellow cap "D.F. Sheehy, S-7849") and the Principle Place of Beginning of the Premises herein intended to be described;

Course 1 Thence **North 68°17'52" West**, a distance of **19.00 feet** to an iron pin set;

- Course 2** Thence **North 21°42'08" East**, parallel with and at a perpendicular distance of 19.00 feet from said Westerly sideline of Courtland Drive, a distance of **47.00 feet** to an iron pin set;
- Course 3** Thence **South 68°17'52" East**, a distance of **19.00 feet** to an iron pin set on the Westerly sideline of Courtland Drive;
- Course 4** Thence **South 21°42'08" West**, a distance of **47.00 feet** to the Principal Place of Beginning and containing **0.0205 acres (893 sq.ft.)** of land as calculated and described from Cuyahoga County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd. in July, 2016, be the same, more or less;

The **Basis of Bearing** for this legal description is **North 21°42'08" East** as the centerline of Courtland Drive (width varies) as evidenced by monuments found and is the same as calculated and reproduced from the Ohio State Plane Coordinates System, North Zone by ties to the O.D.O.T. VRS Network using Station GARF and are used to indicate angles only;

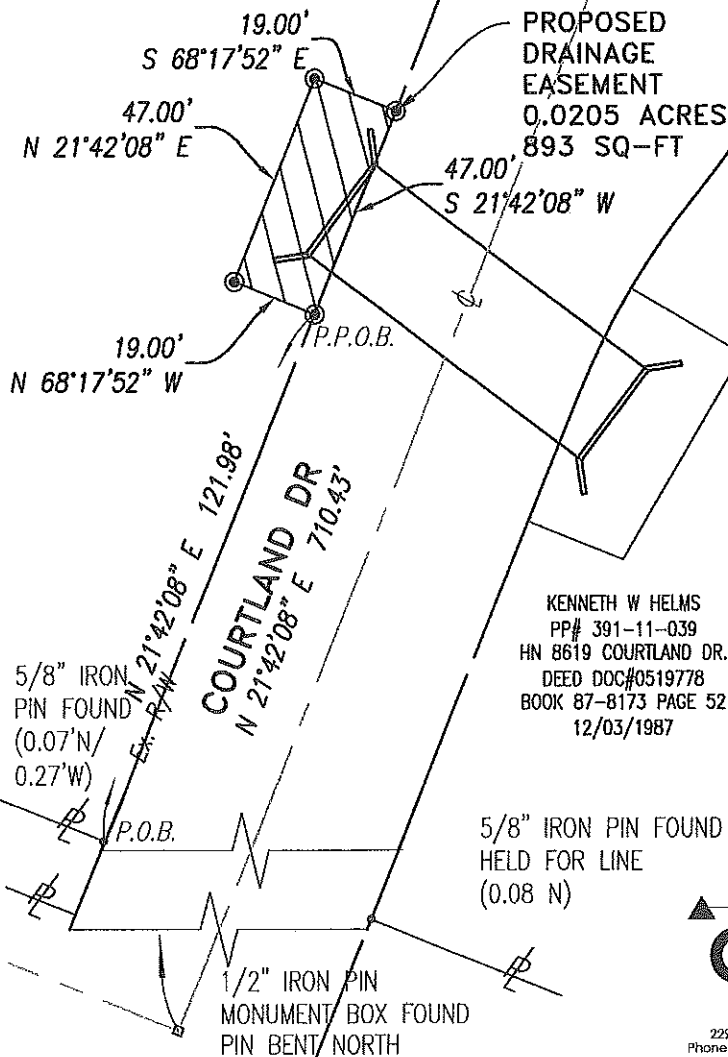


Scale: 1" = 40'

PERPETUAL DRAINAGE EASEMENT

8622 Courtland Drive
City of Strongsville, County of Cuyahoga, Ohio
From: Marguarite M. Brickman-Abegglen & Alan W Abegglen
To: City of Strongsville, Cuyahoga County, Ohio

MARGUARITE M. BRICKMAN-ABEGGLEN
& ALAN ABEGGLEN
PP# 391-11-005
HN 8622 COURTLAND DR.
DEED DOC#201208170520
08/17/2012



PROPOSED
DRAINAGE
EASEMENT
0.0205 ACRES
893 SQ-FT

Basis of Bearing:
N21°42'08"E as the centerline
of Courtland Dr. (Width Varies)
as evidenced by monuments
found and is the same as
calculated and reproduced from
the Ohio State Plan Coordinates
System, North Zone by ties to
the O.D.O.T. VRS Network using
Station GARF and are used to
indicate angles only.

LEGEND

- P.O.B. PLACE OF BEGINNING
- P.P.O.B. PRINCIPAL PLACE OF BEGINNING
- R/W RIGHT-OF-WAY
- CL CENTERLINE
- PL PROPERTY LINE
- EXISTING R/W MONUMENT BOX FOUND AS NOTED
- ⊙ 5/8" X 30" I.P. SET (W/YELLOW CAP "D.F. SHEEHY, S-7849")
- 5/8" IRON PIN FOUND

Exhibit 'B'

PREPARED BY:

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ENGINEERING, LTD.

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