

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 142

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDITIONAL GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES WITH TRUE NORTH ENERGY, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville owns certain real estate located near Royalton Road in the City, and known as Permanent Parcel No. 399-02-005 (the "Easement Area"); and

WHEREAS, by and through Ordinance No. 2017-047, this Council authorized the Mayor to enter into a Grant of Easement for Sanitary Sewer System Purposes with True North Energy, LLC ("True North"), located at 15635 Royalton Road, for True North's construction of a sanitary sewer system with appurtenances, in connection with requirements to abandon an existing septic system on their property in order to tie into the City's sanitary sewer main, and the necessity to work on City property and requiring access thereto; and

WHEREAS, due to unforeseen existing field conditions, True North must relocate their proposed sanitary sewer line, and is now requesting an additional Grant of Easement from the City; and

WHEREAS, therefore, the City of Strongsville (the "Grantor") wishes to grant and True North Energy, LLC (the "Grantee") wishes to accept an additional Grant of Easement for Sanitary Sewer System Purposes for the purposes of construction, reconstruction, maintenance, repair and operation of a sanitary sewer system with appurtenances, all as more fully set forth on Exhibit "A", attached to Exhibit "1" and incorporated herein; and

WHEREAS, such sanitary sewer system will also remain a private line for the use of True North Energy, LLC.

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

Section 1. That this Council hereby authorizes the Mayor to enter into an additional Grant of Easement for Sanitary Sewer System Purposes, as more fully set forth in Exhibit "1" attached hereto and incorporated herein by reference, with True North Energy, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system.

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Section 2. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause recording of the Grant of Easement with the Cuyahoga County Fiscal Office after its execution.

Section 3. That the funds for the purposes of recording said document have been appropriated and shall be paid from the General Fund.

Section 4. 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 of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the aforesaid additional easement be granted by the City to provide further access to the aforesaid property, to assure the proper development of lots and lands within the City, and to 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.

Ronald M. Deoran
President of Council

Approved: Thomas B. Serwud
Mayor

Date Passed: September 5, 2017

Date Approved: September 6, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka
Clerk of Council

ORD. No. 2017-142 Amended: _____
 1st Rdg. 09-05-17 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 09-05-17 Defeated: _____

**GRANT OF EASEMENT
FOR
SANITARY SEWER SYSTEM PURPOSES**

This Easement Grant is made between the **CITY OF STRONGSVILLE**, a municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter referred to as the "Grantor"), and **TRUE NORTH ENERGY, LLC**, a limited liability company, located at 15635 Royalton Road, Strongsville, Ohio 44136 (hereinafter referred to as the "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. 399-02-005; and

WHEREAS, the Grantee proposes to construct or cause to be constructed a sanitary sewer system with appurtenances and related appliances and facilities; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system and appurtenances;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor 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 and/or replace trees where necessary for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system, and to construct, reconstruct, maintain and operate and to make all repairs to such sanitary 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 sanitary sewer system in accordance with the ordinances, rules and regulations for the management and protection of such system, now in force or that may hereafter be adopted.

The Grantor and Grantee further do hereby agree that Grantee will construct and install said sanitary 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 sanitary sewer system.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the Easement Area.

The Grantor hereby restricts said premises within the limits of the above-described easement against the construction thereon of any temporary or permanent structures.

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 sanitary sewer system. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the sanitary sewer system or in any way affect the system.

If the Grantee, its successors or assigns, desires to alter the Easement Area in any way other than as expressly permitted herein, the Grantee or its successors or assigns, must obtain the prior written approval of the Grantor. Upon receipt of such approval, the Grantee will, at its own expense, relocate or reconstruct all or any portion of the sanitary sewer system which is affected by such alteration and, where necessary, obtain 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 sanitary sewer system, upon completion and approval by the Grantor, subject to the above, remain the property of the Grantee.

The Grantee further agrees that the Grantor, its officers, employees, agents, contractors and/or assigns shall be relieved of all liability on account of the construction, placement, operation, maintenance, repair, reconstruction and relocation of said sanitary sewer system, and Grantee hereby defends, indemnifies and guarantees to save and hold harmless the Grantor, its officers, employees, agents, contractors and/or assigns against any expense, cost or damage to said sanitary sewer system or the Easement Area, or injuries to any third parties, that said Grantee, its successors or assigns may at any time cause by their negligent installation, construction, reconstruction, maintenance, repair, or other negligent use of the premises within the limits of the above-described easement.

The Grantor hereby reserves the right to use the Easement Area for such uses as are not expressly prohibited by or inconsistent with the terms of the Easement.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as 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, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein.

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

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

At any time and from time to time, Grantee may assign all or any portion of its interest in the Easement or the Easement Area to one or more individuals or entities. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

TO HAVE AND TO HOLD the above granted easement for the purposes above-mentioned unto Grantee and its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument is executed this 6th day of September, 2017.

Signed and acknowledged in the presence:

Nancy M. Sikowski

"GRANTOR"
CITY OF STRONGSVILLE

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

"GRANTEE"
TRUE NORTH ENERGY, LLC

Rock Turner

By: [Signature]
Its: President

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

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
Strandsville, Ohio, this 6th day of September, 2017.



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

Nancy M. Sikorski
Notary Public

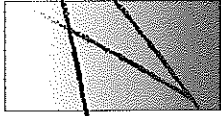
STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

LAURA SCOTT, Notary Public
State of Ohio
My Commission Expires April 13, 2020
Laura Scott

Before me, a Notary Public in and for said County and State, personally appeared
the above-named **TRUE NORTH ENERGY, LLC**, by Mark E Lyden, its
president, who acknowledged that he/she did sign the foregoing
instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at
Brecksville, OH at 8:10 AM, this 29th day of August, 2017.

Laura Scott
Notary Public



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description
15 Ft. Sanitary Sewer Easement
August 15, 2017
File No. 13896-LD002
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Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 25 and more described as, Kilmer and Rouffus Strongsville Gardens Subdivision, Proposed:

Beginning at a 1" iron pin monument on the center line of Royalton Road S.R. 82 (Width Varies);

Thence North $88^{\circ}58'43''$ East, along said centerline of Royalton Road, a distance of 93.33 feet;

Thence South $00^{\circ}51'02''$ East, a distance of 404.12 feet, along the Westerly line of a parcel of conveyed to True North Energy, LLC by deed recorded in A.F.N. 199911010944 of Cuyahoga County Deed Records and continuing along the Westerly line of a parcel of land conveyed to Cleveland Strongsville Hospitality LLC, P.P.N. 399-02-011, by deed recorded in A.F.N. 201309131109, and said point being the principal place of beginning of the parcel herein described;

- Course 1 Thence South $00^{\circ}51'02''$ East, continuing along the Westerly line of said Cleveland Strongsville Hospitality LLC parcel, a distance of 459.90 feet;
- Course 2 Thence South $89^{\circ}08'58''$ West, a distance of 15.00 feet;
- Course 3 Thence North $00^{\circ}51'02''$ West, a distance of 459.90 feet;
- Course 4 Thence North $89^{\circ}08'58''$ East a distance of 15.00 feet to the principal place of beginning and containing 0.1582 Acres (6,892 Square Feet) of land, according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in January of 2016.

The basis of bearings for the premises surveyed is NAD83 (CORS96) Ohio State Plane Coordinate System, North Zone (3401).

Be the same more or less, but subject to all legal highways and easements of record.

