

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017- 219

By: Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES FROM D & K DEVELOPMENT, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, D & K Development, LLC is the owner in fee simple of certain real estate located in the City of Strongsville and known as Permanent Parcel No. 393-36-027; and

WHEREAS, due to a lot split approved by the City's Planning Commission on December 7, 2017, it is now necessary for the City to accept a Grant of Easement from D & K Development, LLC for Sanitary Sewer System Purposes.


NOW, THEREFORE, 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 for Sanitary Sewer System Purposes from D & K Development, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system and appurtenances on property known as Permanent Parcel No. 393-36-027, and related to a lot split, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid Grant of Easement to be recorded with the Cuyahoga County Fiscal Office after its 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 assure proper development of all lots and land within the City of Strongsville, to provide sanitary sewer service to certain lands 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: December 18, 2017

Date Approved: Dec. 18, 2017

CITY OF STRONGSVILLE, OHIO

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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: *Aimee Piontka*
Clerk of Council

ORD. No. 2017-219 Amended:
1st Rdg. 12-18-17 Ref:
2nd Rdg. Suspended Ref:
3rd Rdg. Suspended Ref:

Pub Hrg. Ref:
Adopted: 12-18-17 Defeated:

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

This Easement Grant is made between **D & K DEVELOPMENT, LLC** (hereinafter referred to as the "Grantor"), a limited liability corporation, located at 19988 Drake Road, Strongsville, Ohio 44149 (PPN 393-36-027), and the **CITY OF STRONGSVILLE**, a municipal corporation, located at 16099 Foltz Parkway, 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. 393-36-027; and

WHEREAS, the Grantor is proposing to construct a sanitary sewer system and appurtenances consisting of approximately 174 linear feet of sanitary sewer pipe and appurtenances, on land to be dedicated to public use as an easement; 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 described in Exhibits A and B, 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 make all repairs to such sanitary sewer system connected therewith, 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 systems of said City of Strongsville, now in force or that may hereafter be adopted.

The Grantor and Grantee further, in consideration of the acceptance of the easement by the City of Strongsville above-mentioned, do hereby agree that Grantor shall initially construct and install said sanitary sewer system in accordance with the plans and specifications to be approved by the City Engineer and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville; and further agree that Grantor shall pay the entire cost of said construction and installation of said sanitary sewer system. Said sanitary sewer system shall become the property of the City of Strongsville, its successors or assigns upon completion and approval by the City of Strongsville, its successors or assigns.

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 premises 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 premises which would increase or reduce the depth of the sanitary sewer system.

If the Grantor, its successors or assigns desires to alter the premises in any way other than as expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall, 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, grant a new easement of not less than the width of this easement under the same terms and conditions as herein provided. The relocated or reconstructed sanitary sewer system, upon completion and approval by the Grantee, shall become the property of the City of Strongsville.

The Grantor further agrees that the Grantee shall be relieved of all liability on account of the construction, reconstruction, or relocation of said sanitary sewer system. Grantor hereby indemnifies and guarantees to save harmless the City of Strongsville against any expense or damage to said sanitary 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 Premises within the limits of the above-described easement.

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

The Grantor hereby reserves the right to use the premises 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 premises as a good and indefeasible estate in fee simple, and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein.

This Easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this easement.

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.

This Agreement shall 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 for the purposes above mentioned unto the City of Strongsville, forever.

IN WITNESS WHEREOF, this instrument is executed this 18 day of December, 2017.

Signed and acknowledged in the presence:

[Signature]

"GRANTOR"
D & K DEVELOPMENT, LLC

By: [Signature]

Its: MP

Aimee Pientka

"GRANTEE"
CITY OF STRONGSVILLE

By: [Signature]
Thomas P. Perciak, Mayor

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **D & K DEVELOPMENT, LLC**, by Robert Kafkas, its MANAGING PARTNER, who acknowledged that he/she did sign the foregoing instrument, and that the same is the free and voluntary act and deed of said limited liability corporation and his/her voluntary act and deed as such officer.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at STRONGSVILLE, Ohio, this 13th day of DECEMBER, 2017.

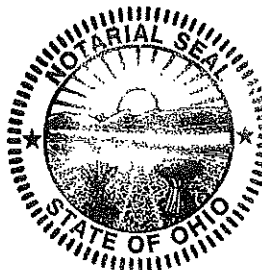
Colleen A. Healey
Notary Public
COLLEEN A. HEALEY
Notary Public, State of Ohio
My Commission Exp. 4-1-2020

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 18th day of December, 2017.

Nancy M. Sikorski
Notary Public



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



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

EXHIBIT A

Legal Description
Sanitary Sewer Easement
November 2, 2017
File No. 14072-LD003
Page 1 of 1

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Parcel "A" and "B" in the Map of Survey for D & K Development, LLC of part of Original Strongsville Township Lot No. 63 as shown by the recorded plat in A.F.N. _____ of Cuyahoga County Records and further bounded and described as follows:

Beginning at the intersection of the centerline of Drake Road (60 feet wide) and the centerline of Woodlawn Court (60 Feet Wide);

Thence South 89°17'10" West, along the centerline for said Drake Road, a distance of 30.00 feet;

Thence North 00°12'05" East, a distance of 30.00 feet to the intersection of the Northerly right of way for said Drake Road and the Westerly right of way for said Woodlawn Court;

Course 1 Thence South 89°17'10" West, along the Northerly right of way for said Drake Road, a distance of 20.00 feet;

Course 2 Thence North 16°00'22" East, a distance of 36.71 feet;

Course 3 Thence North 00°12'05" East, a distance of 135.00 feet;

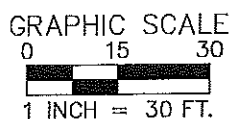
Course 4 Thence South 89°47'55" East, a distance of 10.00 feet to a point on the Westerly right of way for said Woodlawn Court;

Course 5 Thence South 00°12'05" West, along the Westerly right of way for said Woodlawn Court, a distance of 170.00 feet to the principal place of beginning and containing 0.0431 Acre (1,877 Square Feet) of land as surveyed by Thomas J. Neff, Jr., Registered Surveyor No. 7065-Ohio of Neff and Associates, Dated June, 2017.

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

WOODLAWN COURT 60'

N00°12'05"E 334.53' rec. - 334.55' obs.

NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors
6405 York Road | Parma Heights, Ohio 44130
Tel: 440.884.3100 | Fax: 440.884.3104

STRONGSVILLE, OHIO
11/02/2017 JOB# 14072

SANITARY SEWER EASEMENT

PPN 393-36-027

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 8, 2017

Please be advised that at its meeting of December 7, 2017, the Strongsville Planning Commission gave Favorable Recommendation to the following;

NEW CENTURY BUILDERS, INC./ Beth Scebbi, Principal

Parcel split of PPN 397-31-006 located at 19074 Howe Road, zoned R1-75, subject to City Councils acceptance of the plat with a deviation for sanitary sewers.

CITY OF STRONGSVILLE/ Lori Daley, Agent

Site Plan approval for a parking lot to provide 21 parking spaces at City Hall located at 18688 Royalton Road, PPN 396-10-009 zoned Public Facility.

D & K DEVELOPMENT LLC/ Bob Kalfas Principal

Parcel split of PPN 393-36-027 located at 19988 Drake Road, zoned R1-75 subject to City Councils acceptance of the sanitary sewer easement.