

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 026

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR SIDEWALK IMPROVEMENTS FROM JOSEPH C. CULLEN AND MARY CONSTANCE KNOTTS, IN CONNECTION WITH SIEDEL FARMS SUBDIVISION NO. 1, AND DECLARING AN EMERGENCY.

WHEREAS, through passage of Ordinance No. 2011-045, Council had authorized the Mayor to accept various Grants of Easement for Sidewalk Improvements in the Siedel Farms Subdivision No. 1, on properties previously known as Block SF-1 and Sublot Nos. 13 and 14; and

WHEREAS, it is now necessary to further authorize the Mayor's acceptance of a similar Grant of Easement for Sidewalk Improvements in such subdivision, on property known as Sublot No. 12 (PPN 392-15-026), and which is directly adjacent to the aforementioned properties; and

WHEREAS, the Grantors wish to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining and repairing sidewalk improvements over this parcel of property.

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 Sidewalk Improvements from Joseph C. Cullen and Mary Constance Knotts, in connection with Siedel Farms Subdivision No. 1, on property known as Sublot No. 12, and further identified as PPN 392-15-026, 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 easement to be recorded with the Fiscal Office of Cuyahoga County after its execution and upon 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 necessary to obtain the aforesaid easement in order to provide for proper installation of sidewalk improvements in connection with the Siedel Farms Subdivision No. 1, to ensure proper development of all 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.

Michael J. Daymut
 President of Council

Approved: Thomas B. Bruer
 Mayor

Date Passed: February 18, 2014

Date Approved: Feb. 19, 2014

	<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"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Lucille J. Seegrist
 Clerk of Council

ORD. No. 2014-026 Amended: _____
 1st Rdg. 02-18-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 02-18-14 Defeated: _____

**GRANT OF EASEMENT
FOR SIDEWALK IMPROVEMENTS**

This Easement Grant is made by and between **JOSEPH C. CULLEN** and **MARY CONSTANCE KNOTTS**, (hereinafter collectively referred to as the "Grantors") and the **CITY OF STRONGSVILLE**, a municipal corporation (hereinafter referred to as the "Grantee").

WHEREAS, the Grantors are the owners in fee simple of real estate known as Sublot No. 12 in the Siedel Farms Subdivision No. 1 of part of Original Strongsville Township Lot No. 86 as shown by the recorded plat in Volume 345 of Maps, Page 9 of Cuyahoga County Records, as appears by said plat, in the City of Strongsville, Ohio and with Permanent Parcel No. 392-15-026; and

WHEREAS, the Grantors wish to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining and repairing sidewalk improvements over this parcel of property;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration identified herein, the receipt of which is hereby acknowledged, the following grants agreements, and covenants are made;

The Grantors hereby give, grant, bargain and convey to the Grantee, its agents, contractors, employees, successors and assigns a perpetual easement and right to enter upon the property described in Exhibit "A" and reflected on Exhibit "B", both attached hereto and incorporated herein as if fully rewritten (the "Premises"), and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, installing, maintaining, altering, and repairing sidewalks and appurtenances ("Sidewalk System") in, into, upon, over, across, and under the Premises, and to make all alterations and repairs to such Sidewalk System, that may be necessary or advisable in the judgment of the local authorities of the City of Strongsville, its successors or assigns, in order to maintain said sidewalks.

The Grantors and Grantee do hereby further agree that when Grantors, their agents, contractors, employees and/or assigns have constructed, reconstructed and/or repaired the Sidewalk System, the Sidewalk System shall be and remain the property of the City of Strongsville. The Grantors and Grantee further agree that the Grantors shall be solely responsible for the maintenance and repair of such Sidewalk System.

The Grantors hereby restrict said Premises against the construction thereon of any temporary or permanent structures.

The Grantors agree 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 Sidewalk System.

If the Grantors desire to alter the Premises in any way other than is expressly permitted herein, they must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantors shall, at their own expense, relocate or reconstruct all or any portion of the Sidewalk System which are affected by such alteration and, where necessary, grant a new easement of not less than the

width of the easement conveyed hereunder upon the same terms and conditions as herein provided. The relocated or reconstructed Sidewalk System shall, upon completion and approval by the Grantee, become the property of the City of Strongsville.

The Grantors further agree that the City of Strongsville shall be relieved of all liability on account of the construction, reconstruction, or relocation of said Sidewalk System.

Grantors hereby indemnify and guarantee to save harmless the City of Strongsville against any expense or damage to said Sidewalk System that said Grantors, their heirs or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of the Premises within the limits of the above-described easement.

If the Grantors violate any of the provisions of this Easement, the Grantee, at the expense of the Grantors, 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 Grantors hereby reserve the right to use the Premises for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantors covenant with the Grantee that they are well-seized of the Premises as a good and indefeasible estate in fee simple and have the right to grant and convey the Premises in the manner and form above written.

The Grantors further covenant that they 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 Grant of 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 Grant of 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 hereto and their respective heirs, legal representatives, successors and assigns.


TO HAVE AND TO HOLD the above granted easement, right-of-way and Sidewalk System for the purposes above mentioned, unto the City of Strongsville, forever.

[Document Continues to Next Page]

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **MARY CONSTANCE KNOTTS**, who acknowledged that she did sign the foregoing instrument and the same is her free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at WEST LAKE, Ohio, this 31 day of January, 2014.


Notary Public

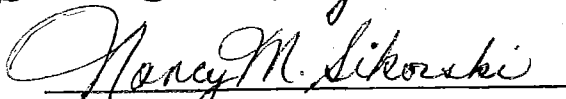


TERRENCE L. CARIGLIO
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

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 and through Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 19th day of February, 2014.


Notary Public

NANCY M. SIKORSKI
Notary Public of Ohio
My Commission Exp. 3-14-2014

This instrument prepared by:
Robert P. Ellis, Jr., Esq.
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HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
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George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Parkview Homes

DESCRIPTION
Sidewalk Easement Sublot 12
EXHIBIT "A"

1-6-2014

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Sublot No. 12 in the Siedel Farms Subdivision No. 1 as shown by the recorded plat in Volume 345, Pg. 9-11 of Cuyahoga County Map Records, of part of Original Strongsville Township Lot No. 86, and further bounded and described as follows:

Beginning at the Northwesterly corner of said subplot No. 12 in the Siedel Farms Subdivision No. 1, said point being in the Southerly right of way line of Olde Creek Trail (50 feet wide),

Thence Southeasterly along said Southerly line and along the arc of a circle deflecting to the right, a distance of 44.71 feet to a point of tangency, said arc having a radius of 275.00' feet and a chord which bears South 56 degrees 54 minutes 44 seconds East, a distance of 44.66 feet;

Thence South 52 degrees 15 minutes 16 seconds East along said Southerly line, a distance of 25.00 feet to the Northeasterly corner of said subplot No. 12:

Thence South 37 degrees 44 minutes 44 seconds West along the Easterly line of said subplot No. 12, a distance of 5.00 feet to a point;

Thence North 52 degrees 15 minutes 16 seconds West, a distance of 25.00 feet to a point of tangency;

Thence Northwesterly along the arc of a circle deflecting to the left, a distance of 43.90 feet to a point on the Westerly line of said subplot No. 12, said arc having a radius of 270.00 feet and a chord which bears North 56 degrees 54 minutes 44 seconds West, a distance of 43.86 feet;

Thence North 28 degrees 25 minutes 48 seconds East along the said Westerly line of subplot No. 12, a distance of 5.00 feet to the place of beginning.

The basis of bearings is the westerly line of Sublot 12, bearing North 28 degrees 25 minutes 48 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:

George A. Hofmann
George A. Hofmann

Registered Surveyor Number 6752

