

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 159

By: Mr. Maloney

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

WHEREAS, Rini & Rini Development, LLC is the owner in fee simple of certain real estate located in the City of Strongsville and known as Permanent Parcel No. 393-23-021; and

WHEREAS, due to a lot split approved by the City's Planning Commission, it is now necessary for the City to accept a Grant of Easement from Rini & Rini Development, LLC for Storm 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 Storm Sewer System Purposes from Rini & Rini Development, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances on property known as Permanent Parcel No. 393-23-021, 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 storm 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

CITY OF STRONGSVILLE, OHIO
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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.

Nedial Daymut
 President of Council

Approved: Thomas S. Surier
 Mayor

Date Passed: September 2, 2014

Date Approved: September 3, 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: Aimee Pientka
 Clerk of Council

ORD. No. 2014-159 Amended: _____
 1st Rdg. 09-02-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 09-02-14 Defeated: _____

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

This Easement Grant is made between **RINI & RINI DEVELOPMENT, LLC** (an Ohio Limited Liability Company), of 19165 Ridgeline Court, Strongsville, Ohio (hereinafter referred to as the "Grantor"), and the **CITY OF STRONGSVILLE**, a municipal corporation, located at 18688 Royalton Rd., 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. 393-23-021 (hereinafter referred to as "Property"); and

WHEREAS, the Grantor has an existing storm sewer system, including approximately 25 L.F. of 36" storm sewer pipe with a catch basin, headwall and appurtenances (hereinafter referred to as "storm sewer system") in, on, over and through the Property; 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 storm 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 Exhibit "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 storm sewer system and appurtenances, and to make all repairs to such storm sewer system and appurtenances 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 storm sewer system and appurtenances 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 or its predecessor in interest has initially constructed and installed said storm sewer system and appurtenances. Said storm sewer system and appurtenances shall become the property of 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. These areas shall be maintained by the Grantor.

The Grantor and Grantee hereby restrict said premises within the limits of the above-described easement against the construction thereon of any temporary or permanent structures unless deemed necessary by the Grantee.

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 storm sewer system and appurtenances. Grantor further agrees to make no alterations to the premises which would increase or reduce the depth of the storm sewer system.

If the Grantor 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 storm sewer system and appurtenances which are 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 storm sewer system and appurtenances shall become the property of the City of Strongsville.

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, right-of-way, storm sewer system and appurtenances for the purposes above mentioned, unto the City of Strongsville, forever.

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION
STORM SEWER EASEMENT
EXHIBIT "A"

6-23-2014

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 56, and further bounded and described as follows:

Beginning at an Iron Pin in a monument Box marking the Southwesterly corner of Original Strongsville Township Lot No. 56, said point being in the centerline of Lunn Road (60 feet wide);

Thence North 89 degrees 20 minutes 57 seconds East along said centerline and the southerly line of said Lot 56, a distance of 127.31 feet to a point, said point being the Southwesterly corner of a parcel of land conveyed to Rini & Rini Development LLC, by deed recorded in AFN 200007130016 of Cuyahoga County Records;

Thence North 13 degrees 05 minutes 50 seconds West along the westerly line of said land conveyed, a distance of 30.72 feet to a point on the Northerly right of way line of Lunn Road, said point being the principal place of beginning.

Thence continuing North 13 degrees 05 minutes 50 seconds West, a distance of 38.21 feet to a point;

Thence South 41 degrees 56 minutes 25 seconds East, a distance of 49.66 feet to a point on said Northerly right of way line of Lunn Road;

Thence South 89 degrees 20 minutes 57 seconds West along said northerly right of way line, a distance of 24.53 feet to the principal place of beginning.

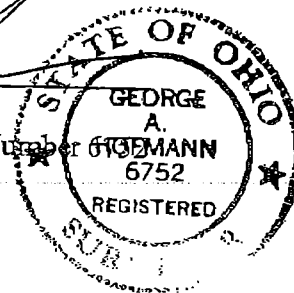
The basis of bearings is the centerline of Lunn Road bearing North 89 degrees 20 minutes 57 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

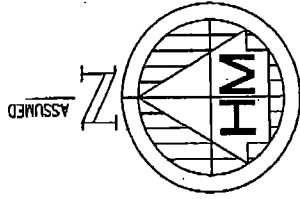
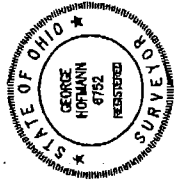
By:

[Handwritten Signature]
George A. Hofmann
Registered Surveyor Number 6752



MAP MADE TO ACCOMPANY PROPOSED STORM SEWER EASEMENT
 FOR THE CITY OF STRONGSVILLE
 PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT N° 56
 NOW IN THE CITY OF STRONGSVILLE
 CUYAHOGA COUNTY, OHIO
 JUNE 23, 2014

PREPARED BY
 HOFMANN-METZKER, INC.
 REGISTERED PROFESSIONAL SURVEYORS
 24 BEECH STREET
 BEREA, OHIO 44017
 (440)-234-7350



GRAPHICAL SCALE



(FEET)
 1" = 30'

O.L. 56

Ex. Esmtl
 Granted to County of Cuyahoga
 DV 11875, P. 793

Iron Pin In
 Mon Box
 Used @ Lot Corner

127.31' R&U
 N89°20'57"E

P.O.B.

198.59' R&U
 N13°05'50"W

54°1'36"25"E
 49.66'
 PROPOSED STORM
 SEWER EASEMENT

IPS

P.P.O.B.

24.53'

Ex. Inlet Basin

30.72'

Ex. Guard Rail

C.L. Ex. Box Culvert

30.00'

3/4" Pipe Fd.
 0.41'E-0.04'S

200.00' R&U
 N00°04'17"E

101.00' R&U
 S89°20'57"W

Ex. Inlet Basin

LUNN ROAD 60'

EXHIBIT "B"