

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 262

By: Mayor Perciak

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A PERMANENT EASEMENT FROM JAMES H. JEROME AND VALERIE S. JEROME, TRUSTEES OF THE JAMES H. JEROME LIVING TRUST, DATED APRIL 23, 2007, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REPAIR OF A CITY SIGN TO BE LOCATED AT 19691 PEARL ROAD, IN THE CITY OF STRONGSVILLE, 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 Permanent Easement for Construction, Installation, Maintenance, and Repair of a brick and concrete ground City "Welcome" sign, from James H. Jerome and Valerie S. Jerome, Trustees of The James H. Jerome Living Trust, Dated April 23, 2007, to be installed and maintained by the City on a portion of their property located at 19691 Pearl Road, in the City of Strongsville, and known as Permanent Parcel No 397-26-001, as more fully set forth in the Easement marked Exhibit "1" attached hereto and made a part hereof by reference, and the legal description and map attached thereto as Exhibits A and B.

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

**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 obtain the aforesaid easement in order to commence construction of the City's sign. 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 Daymut  
President of Council

Approved: Thomas J. Server  
Mayor

Date Passed: December 21, 2015

Date Approved: December 22, 2015

	<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>
Maloney	<u>✓</u>	<u>      </u>
Schonhut	<u>✓</u>	<u>      </u>
Southworth	<u>✓</u>	<u>      </u>

Attest: Aimee Pientka  
Clerk of Council

ORD. No. 2015-262 Amended:         
1st Rdg. 12-21-15 Ref:         
2nd Rdg. Suspended Ref:         
3rd Rdg. Suspended Ref:       

Pub Hrg.        Ref:         
Adopted: 12-21-15 Defeated:

**PERMANENT EASEMENT FOR CONSTRUCTION, INSTALLATION,  
MAINTENANCE, AND REPAIR OF A SIGN FOR THE  
CITY OF STRONGSVILLE, OHIO**

**THIS EASEMENT AGREEMENT** is entered into as of December 8, 2015, by and between **JAMES H. JEROME and VALERIE S. JEROME, Trustees of The James H. Jerome Living Trust, Dated April 23, 2007**, husband and wife, residing at 19691 Pearl Road, Strongsville, Ohio 44136 (the "**Grantors**") and the **CITY OF STRONGSVILLE**, a political subdivision of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and its successors and assigns ("**Grantee**").

**WITNESSETH:**

**WHEREAS**, for consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantors, the Grantors hereby give, grant, bargain and convey to the Grantee, City of Strongsville, an exclusive, perpetual right-of-way and easement (the "Easement" or "Easement Area") upon and across certain land of the Grantors known as Permanent Parcel No. 397-26-001, ("Property" or "Premises") located in the City of Strongsville, County of Cuyahoga and State of Ohio, which Easement Area is more fully described in **Exhibit "A"** attached hereto and made a part hereof, and which Easement is reflected on the drawing shown in **Exhibit "B"** also attached hereto and incorporated herein, to construct, install, reconstruct, maintain, and repair a large brick and concrete ground "Welcome" sign or part thereof to be owned by the City of Strongsville and which will protrude onto Grantor's property.

Said rights and Easement conveyed herein shall be exercised exclusively by the Grantee, its successors and assigns, and its agents, servants, representatives and employees to construct, reconstruct, maintain, and repair the sign at the Grantee's sole expense; and shall include the right of ingress and egress to accomplish and undertake such purposes. The rights of ingress and egress granted Grantee shall be exercised in common with all tenants, occupants, and other parties permitted to use Grantors' Property.

The Grantors and Grantee do hereby further agree that when Grantee, its agents, contractors, employees and/or assigns have constructed and installed the sign (or part thereof) in, upon, over, across, and under the Easement Area, the sign shall be and remain the property of the City of Strongsville.

The Grantee is expressly authorized to enter from time-to-time upon Grantors' Property and the Easement for purposes of installing, constructing, maintaining, and repairing and removing the sign or part thereof and to install and maintain the landscaping located at the base of the sign. To the extent permitted under law, and subject to future appropriation, Grantee shall indemnify and hold Grantors harmless from all claims, suits, obligations, liabilities and expenses (including reasonable attorney's fees and costs) arising as a result of any damage to Grantors' Property and/or personal injury caused by the gross negligence or intentional acts of Grantee in the exercise of the easement rights granted herein. Grantee shall replace and restore any portion of the Grantors' Property disturbed in connection with the exercise by Grantee of the easement rights granted herein. Grantors shall have the right to use the Easement Area for all purposes not inconsistent with the easement rights granted herein.

If the Grantors desire to alter the Easement Area in any way other than as 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 sign which is affected by such alteration and, where necessary, grant a new Easement of not less than the area of the Easement conveyed hereunder and at a location acceptable to Grantee, upon the same terms and conditions as herein provided. The relocated or reconstructed sign shall, upon completion and approval by the Grantee, become the property of the City of Strongsville.

If the Grantors violate any of the provisions of this Easement, the Grantee, at the expense of the Grantors, may enter upon the Property and/or Easement Area and make such alternations as are necessary to bring the Easement Area into compliance with the provisions of this Easement.

The Grantors covenant with the Grantee that they are well-seized of their Property as a good and indefeasible estate in fee simple and have the right to grant and convey the premises and this Easement in the manner and form above written. The Grantors further covenant that they will warrant and defend the Easement and Easement Area 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 whom the Grantee-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 in accordance with law, and subscribed by the parties hereto. Grantee will have no obligation now or in the future to remit any further consideration or payment for placement of this sign on Grantor's Property. In this regard, Grantors hereby fully waive and release the Grantee for any claims, demands or actions for monies or otherwise arising from placement of the sign.

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

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IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 8th day of December, 2015.

Nancy M. Sikorski  
NOTARY PUBLIC



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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA )

**BEFORE ME**, a Notary Public in and for said County and State, did personally appear **THE CITY OF STRONGSVILLE**, an Ohio municipal corporation, by **Thomas P. Perciak**, its Mayor, who acknowledged to me that he did sign the foregoing instrument as such Mayor and that the same is his free act and deed, both individually and as such Mayor of the municipality of Strongsville, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 22nd day of December, 2015.

Nancy M. Sikorski  
NOTARY PUBLIC



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

# **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**  
**Sign Easement Pearl & Boston**  
**EXHIBIT "A"**

12-04-2015

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 60 and further bounded and described as follows:

Beginning at a monument box marking the intersection of the centerline of Pearl Road (90') with the centerline of Boston Road( 60'):

Thence North 23 degrees 21 minutes 03 seconds East along the centerline of Pearl Road , a distance of 124.75 feet to a point;

Thence South 66 degrees 38 minutes 57 seconds East, a distance of 45.00 feet to a point on the easterly right of way line of Pearl Road as appropriated by the City of Strongsville (Case No. 2013-ADV-187570 Court of Common Pleas Probated Division, Cuyahoga County, Ohio), said point being the principal place of beginning.

Thence South 29 degrees 30 minutes 38 seconds East, a distance of 71.75 feet to a point in the curved right of way turnout from Boston Road;

Thence Northwesterly along said right of way and along the arc of a circle deflecting to the right, a distance of 83.03 feet to the principal place of beginning, said arc having a radius of 45.00 feet and a chord which bears North 26 degrees 30 minutes 38 seconds West, 71.75 feet ;

The courses used in this description are used to indicate angles only.

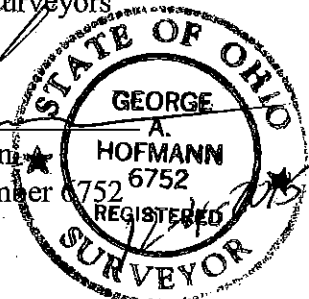
Distances are given in feet and decimal parts thereof.

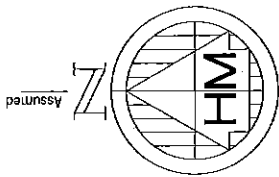
HOFMANN-METZKER, INC.  
Registered Professional Surveyors

By:

George A. Hofmann

Registered Surveyor Number





# MAP MADE TO ACCOMPANY

LEGAL DESCRIPTION OF EASEMENT  
MADE AT THE INSTANCE OF

**THE CITY OF STRONGSVILLE**

OF PART ORIGINAL STRONGSVILLE TOWNSHIP LOT No.60  
NOW IN THE CITY OF STRONGSVILLE, COUNTY OF  
CUYAHOGA, STATE OF OHIO

HOFMANN-METZKER, INC.

Registered Professional Surveyors

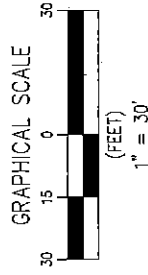
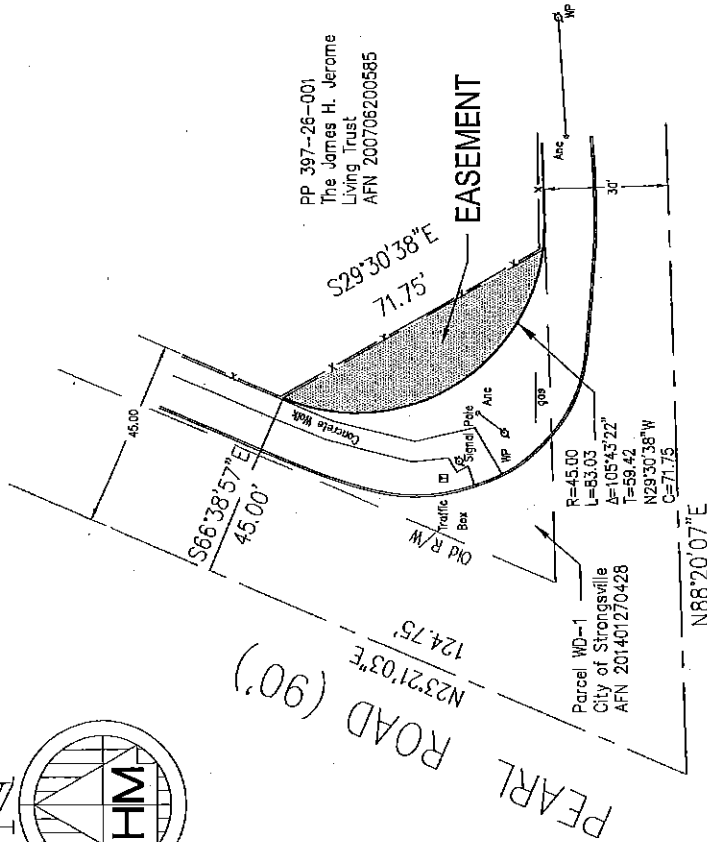
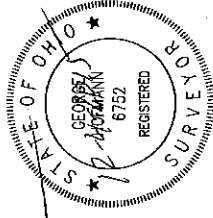
24 Beech ST - Berea, Ohio 44017

(440) 234-7350 - Fax (440) 234-7351

BY:

Registered Surveyor #6752

Georgel A. Hofmann



BOSTON ROAD ( 60' )

EXHIBIT "B"

Order N° 15-207