

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 120

By: Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM VILA FRANCA REALTY, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Vila Franca Realty, LLC is the owner of certain real estate located on Royalton Road in the City of Strongsville, known as Permanent Parcel No. 398-29-019, and currently occupied by Dunkin Donuts; and

WHEREAS, due to the property owner extending an existing storm sewer that currently drains water from Royalton Road, it is now necessary for the City to accept a Grant of Easement for Storm Sewer System Purposes from Vila Franca Realty, LLC.

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 Vila Franca Realty, LLC for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances in connection with the Dunkin Donuts property located on Royalton Road (PPN 398-29-019), 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 in the office of the Cuyahoga County Fiscal Office 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.

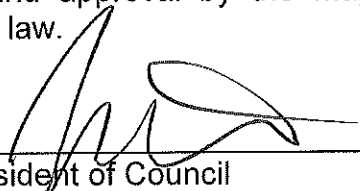
Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easement in order to provide storm sewer service to certain areas of the City, for 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

CITY OF STRONGSVILLE, OHIO

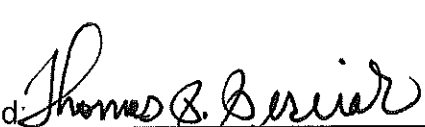
ORDINANCE NO. 2016 - 120

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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

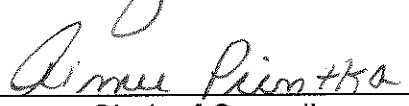
Approved: 

Mayor

Date Passed: June 20, 2016

Date Approved: June 21, 2016

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

Attest: 

Clerk of Council

ORD. No. 2016-120 Amended: _____
 1st Rdg. 06-20-16 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 06-20-16 Defeated: _____

GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES

This Easement Grant is made between VILA FRANCA REALTY, LLC (an Ohio Limited Liability Company), of 2595 Center Road, Hinckley, Ohio 44233 (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. 398-29-09 (hereinafter referred to as "Property"); and

WHEREAS, the Grantor has an existing storm sewer system, including approximately **88 L.F. of 24" storm sewer pipe with a catch basin, headwall and appurtenances** (hereinafter referred to as the "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"**; 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 and has paid the cost of said storm sewer system

and appurtenances. Upon the filing of this easement for record 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.

The Grantor hereby restricts 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 Grantor.

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 easement area 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. Upon completion and approval by Grantee the storm sewer system and appurtenances shall become the property of the City of Strongsville. In the event Grantee finds it necessary to repair or replace any portion of the storm sewer system within the easement area, then any improvements thereon which must be removed, including but not limited to sidewalks, pavement or concrete areas, parking lot, landscaping, or trees shall be removed and fully restored at the sole cost of the Grantor.

If the Grantor violates any of the provisions of this easement, the Grantee, at the reasonable and reasonably incurred 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 expressly reserves the right to use the premises for any 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.

IN WITNESS WHEREOF, this instrument is executed this 27th day of May, 2016.

Signed and acknowledged in
the presence:

VILA FRANCA REALTY, LLC •
GRANTOR

By:



Kenneth Blum, Manager

CITY OF STRONGSVILLE - GRANTEE

Thomas P. Perciak
Mayor
Thomas P. Perciak
Strongsville, Ohio

STATE OF OHIO
COUNTY OF CUYAHOGA)

Before me, this 27th day of May, 2016, a Notary Public in and for said County and State, personally appeared the above named VILA FRANCA REALTY, LLC, by Kenneth Blum, its Manager, who acknowledged that he did sign the foregoing instrument, and that the same is his free and voluntary act and deed as such officer and the free and voluntary act and deed of said limited liability company.

Valerie A. Tamburello

Notary Public

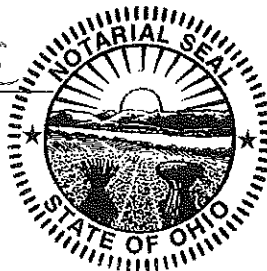


VALERIE A. TAMBURELLO, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires Mar. 22, 2018

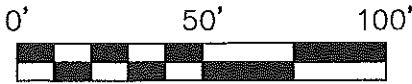
Strongsville, Ohio,
STATE OF OHIO
COUNTY OF CUYAHOGA)

Before me, this 11th day of June, 2016, 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.

Nancy M. Sikorski
Notary Public



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



SCALE: 1"=50'

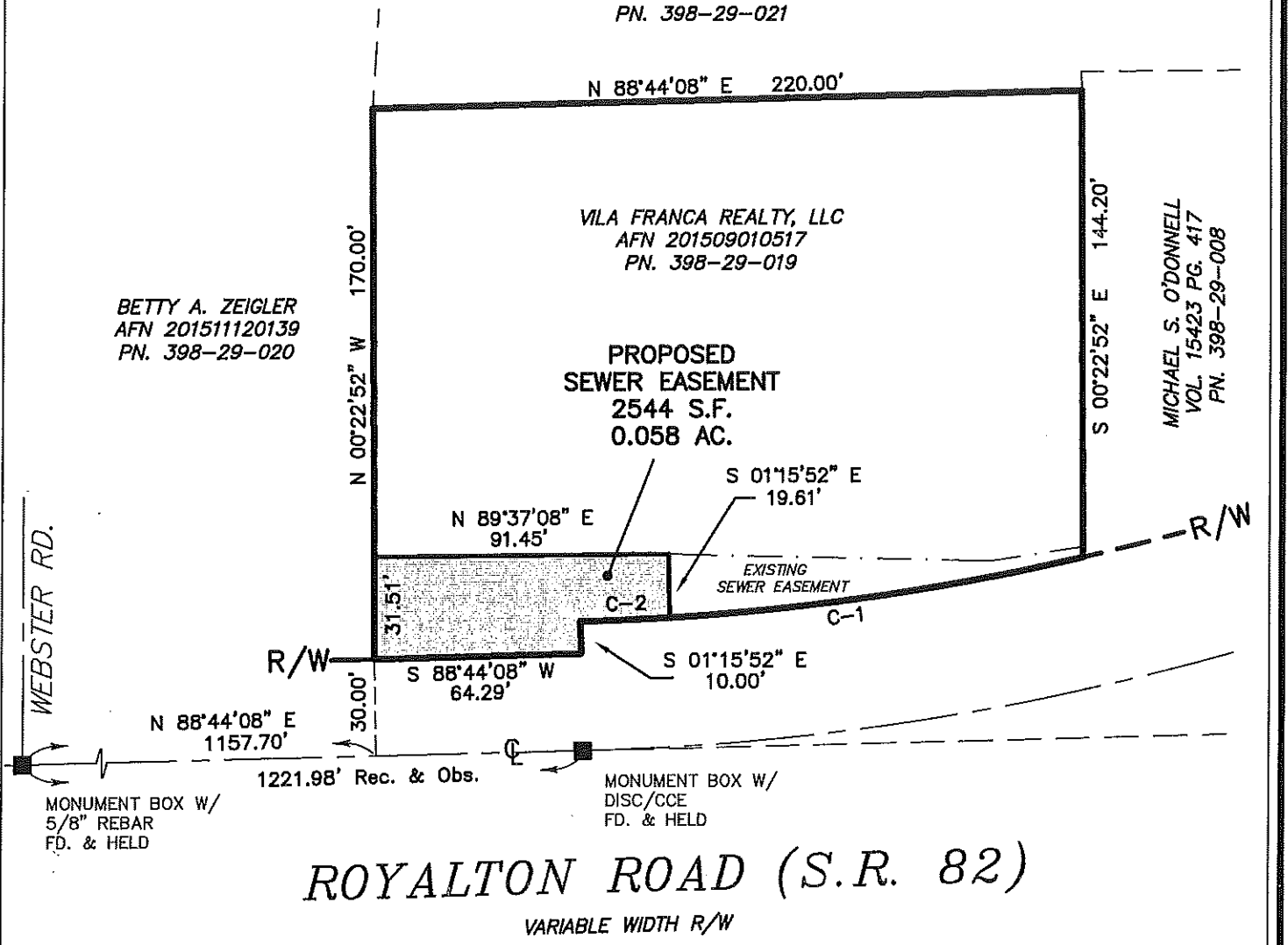
MICHAEL S. O'DONNELL
VOL. 15641 PG. 511
PN. 398-29-021

BETTY A. ZEIGLER
AFN 201511120139
PN. 398-29-020

VILA FRANCA REALTY, LLC
AFN 201509010517
PN. 398-29-019

MICHAEL S. O'DONNELL
VOL. 15423 PG. 417
PN. 398-29-008

PROPOSED
SEWER EASEMENT
2544 S.F.
0.058 AC.



ROYALTON ROAD (S.R. 82)

VARIABLE WIDTH R/W

C-1
Δ=11°33'36"
R=779.02'
L=157.18'
T=78.86'
Ch=156.91'
C.B.=S 82°57'20" W

C-2
Δ=02°01'59"
R=779.02'
L=27.64'
T=13.82'
Ch=27.64'
C.B.=S 87°43'09" W



CAMPBELL &
ASSOCIATES, INC.
Land Surveying

SEWER EASEMENT EXHIBIT

STATE OF OHIO, COUNTY OF CUYAHOGA, CITY OF STRONGSVILLE
BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 6

3485 Fortuna Drive
Suite 100
Akron, Ohio 44312
(330) 945-4117
www.campbellsurvey.com

DATE: 05/17/16

BY: RJH

JOB NO. 20140278

SEWER EASEMENT – ROYALTON ROAD, STRONGSVILLE

Situated in the State of Ohio, County of Cuyahoga, City of Strongsville, being part of Original Strongsville Township Lot 6, being part of land conveyed to Vila Franca Realty, LLC as recorded in AFN 201509010517 of Cuyahoga County Recorder's records, and being further bounded and described as follows:

Beginning at a 5/8" rebar in monument box found and held marking the intersection of the centerline of Webster Road with the centerline of Royalton Road (State Route 82 - width varies).

Thence N 88°44'08" E, along the centerline of Royalton Road, a distance of 1157.70' to a point thereon;

Thence N 00°22'52" W, a distance of 30.00' to a point on the North right-of-way limits of Royalton Road being the Southwest corner of said Vila Franca Realty, LLC land and the **TRUE PLACE OF BEGINNING** for the easement area of land described herein;

1. Thence N 00°22'52" W, along the West line of said Vila Franca Realty, LLC land, a distance of 31.51' to a point thereon;
2. Thence N 89°37'08" E, a distance of 91.45' to the Northwest corner of an existing Sewer Easement;
3. Thence S 01°15'52" E, along the West line of said existing Sewer Easement, a distance of 19.61' to a point on the North right-of-way limits of Royalton Road;
4. Thence along the North right-of-way limits of Royalton Road and the arc of a non-tangent curve to the right having a radius of 779.02', a delta angle of 02°01'59", a chord bearing S 87°43'09" W for 27.64', an arc length of 27.64' to a corner thereof;
5. Thence S 01°15'52" E, along the North right-of-way limits of Royalton Road, a distance of 10.00' to a corner thereof;
6. Thence S 88°44'08" W, along the North right-of-way limits of Royalton Road, a distance of 64.29' to the **TRUE PLACE OF BEGINNING** and containing 0.058 of an acre (2,544 square feet) of land as described by James P. Yurkschatt, PS 7809 of Campbell & Associates, Inc. on May 17, 2016.

The basis of bearings for this description is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83(2011).