

ORDINANCE NO. 2013-139

AN ORDINANCE ACCEPTING WATER MAIN, SANITARY SEWER, ACCESS AND SHARED USE PATH EASEMENTS AND DEDICATED SPACES OF THE CROSSINGS AT GOLDEN POND, SHAW DRIVE IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the Developer has substantially completed its portion of the Crossings at Golden Pond, Shaw Drive improvements; and

WHEREAS, the Developer has delivered to the City the necessary plat for the improvements, a copy of which is marked Exhibit "A" and placed on file with the Clerk of Council; and

WHEREAS, the City wishes to accept the water main, sanitary sewer, access and shared use path easements as shown on the attached exhibits, marked as Exhibits "B" and "C", and made a part hereof; and

WHEREAS, the Development Engineer for the City has given her opinion that the Crossings at Golden Pond, Shaw Drive improvements and easements for utilities and the shared use path should be accepted for dedication purposes; and

WHEREAS, in accordance with Section 1181.09(a) of the Codified Ordinances, a committee of Council has reviewed whether the requirements of the Regulations of the City have been met by the Developer for the subject phase of the improvements and has recommended to Council that the City accept the rights-of-way utility easements contained in the improvements to the Crossings at Golden Pond, Shaw Drive.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least two-thirds (2/3) of all members elected thereto concurring:

SECTION 1. That Council does hereby accept the water main, sanitary sewer, access and shared use path easements as the same is shown upon the copy of the dedication plat marked Exhibits "A", "B" and "C", attached hereto and incorporated herein.

SECTION 2. That Council does hereby direct the President and Clerk of Council to sign the original dedication plat, evidencing the dedication and approval as authorized herein.

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 of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 12/18/2013
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2013-139 was duly enacted this 18th day of
December, 2013, by the Council of the City of Kent, Ohio.

CLERK OF COUNCIL

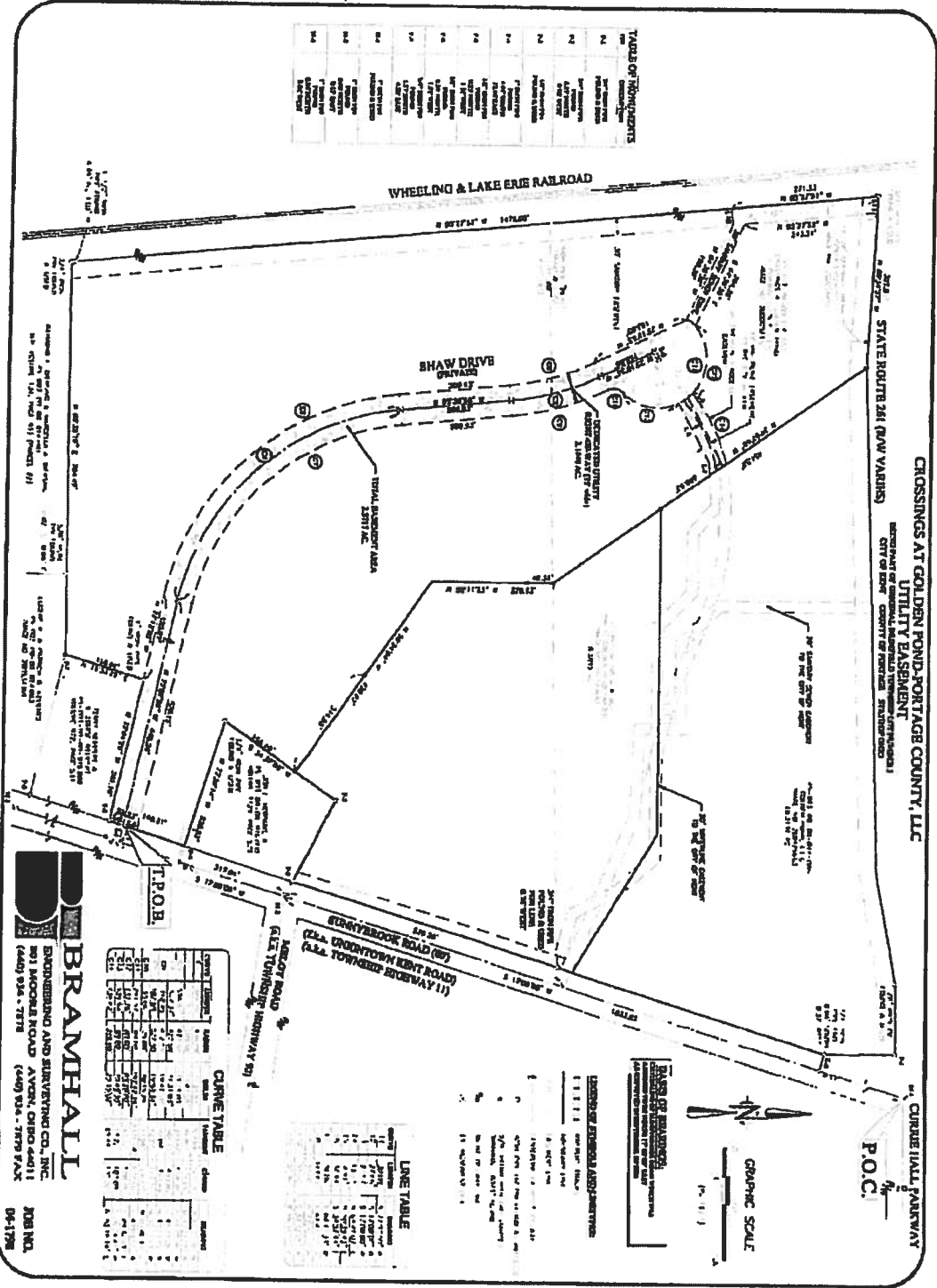


TABLE OF NON-CONFORMITIES

No.	Description	Location	Remarks
1	Encroachment on utility easement	Shaw Drive	See note 1
2	Utility crossing not shown	State Route 241	See note 2
3	Utility crossing not shown	Currier Hill Parkway	See note 3
4	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 4
5	Utility crossing not shown	Brawley Brook Road	See note 5
6	Utility crossing not shown	Shaw Drive	See note 6
7	Utility crossing not shown	State Route 241	See note 7
8	Utility crossing not shown	Currier Hill Parkway	See note 8
9	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 9
10	Utility crossing not shown	Brawley Brook Road	See note 10
11	Utility crossing not shown	Shaw Drive	See note 11
12	Utility crossing not shown	State Route 241	See note 12
13	Utility crossing not shown	Currier Hill Parkway	See note 13
14	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 14
15	Utility crossing not shown	Brawley Brook Road	See note 15
16	Utility crossing not shown	Shaw Drive	See note 16
17	Utility crossing not shown	State Route 241	See note 17
18	Utility crossing not shown	Currier Hill Parkway	See note 18
19	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 19
20	Utility crossing not shown	Brawley Brook Road	See note 20
21	Utility crossing not shown	Shaw Drive	See note 21
22	Utility crossing not shown	State Route 241	See note 22
23	Utility crossing not shown	Currier Hill Parkway	See note 23
24	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 24
25	Utility crossing not shown	Brawley Brook Road	See note 25
26	Utility crossing not shown	Shaw Drive	See note 26
27	Utility crossing not shown	State Route 241	See note 27
28	Utility crossing not shown	Currier Hill Parkway	See note 28
29	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 29
30	Utility crossing not shown	Brawley Brook Road	See note 30
31	Utility crossing not shown	Shaw Drive	See note 31
32	Utility crossing not shown	State Route 241	See note 32
33	Utility crossing not shown	Currier Hill Parkway	See note 33
34	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 34
35	Utility crossing not shown	Brawley Brook Road	See note 35
36	Utility crossing not shown	Shaw Drive	See note 36
37	Utility crossing not shown	State Route 241	See note 37
38	Utility crossing not shown	Currier Hill Parkway	See note 38
39	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 39
40	Utility crossing not shown	Brawley Brook Road	See note 40
41	Utility crossing not shown	Shaw Drive	See note 41
42	Utility crossing not shown	State Route 241	See note 42
43	Utility crossing not shown	Currier Hill Parkway	See note 43
44	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 44
45	Utility crossing not shown	Brawley Brook Road	See note 45
46	Utility crossing not shown	Shaw Drive	See note 46
47	Utility crossing not shown	State Route 241	See note 47
48	Utility crossing not shown	Currier Hill Parkway	See note 48
49	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 49
50	Utility crossing not shown	Brawley Brook Road	See note 50
51	Utility crossing not shown	Shaw Drive	See note 51
52	Utility crossing not shown	State Route 241	See note 52
53	Utility crossing not shown	Currier Hill Parkway	See note 53
54	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 54
55	Utility crossing not shown	Brawley Brook Road	See note 55
56	Utility crossing not shown	Shaw Drive	See note 56
57	Utility crossing not shown	State Route 241	See note 57
58	Utility crossing not shown	Currier Hill Parkway	See note 58
59	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 59
60	Utility crossing not shown	Brawley Brook Road	See note 60
61	Utility crossing not shown	Shaw Drive	See note 61
62	Utility crossing not shown	State Route 241	See note 62
63	Utility crossing not shown	Currier Hill Parkway	See note 63
64	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 64
65	Utility crossing not shown	Brawley Brook Road	See note 65
66	Utility crossing not shown	Shaw Drive	See note 66
67	Utility crossing not shown	State Route 241	See note 67
68	Utility crossing not shown	Currier Hill Parkway	See note 68
69	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 69
70	Utility crossing not shown	Brawley Brook Road	See note 70
71	Utility crossing not shown	Shaw Drive	See note 71
72	Utility crossing not shown	State Route 241	See note 72
73	Utility crossing not shown	Currier Hill Parkway	See note 73
74	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 74
75	Utility crossing not shown	Brawley Brook Road	See note 75
76	Utility crossing not shown	Shaw Drive	See note 76
77	Utility crossing not shown	State Route 241	See note 77
78	Utility crossing not shown	Currier Hill Parkway	See note 78
79	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 79
80	Utility crossing not shown	Brawley Brook Road	See note 80
81	Utility crossing not shown	Shaw Drive	See note 81
82	Utility crossing not shown	State Route 241	See note 82
83	Utility crossing not shown	Currier Hill Parkway	See note 83
84	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 84
85	Utility crossing not shown	Brawley Brook Road	See note 85
86	Utility crossing not shown	Shaw Drive	See note 86
87	Utility crossing not shown	State Route 241	See note 87
88	Utility crossing not shown	Currier Hill Parkway	See note 88
89	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 89
90	Utility crossing not shown	Brawley Brook Road	See note 90
91	Utility crossing not shown	Shaw Drive	See note 91
92	Utility crossing not shown	State Route 241	See note 92
93	Utility crossing not shown	Currier Hill Parkway	See note 93
94	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 94
95	Utility crossing not shown	Brawley Brook Road	See note 95
96	Utility crossing not shown	Shaw Drive	See note 96
97	Utility crossing not shown	State Route 241	See note 97
98	Utility crossing not shown	Currier Hill Parkway	See note 98
99	Utility crossing not shown	Wheeling & Lake Erie Railroad	See note 99
100	Utility crossing not shown	Brawley Brook Road	See note 100

BRAMHALL
 ENGINEERING AND SURVEYING CO., INC.
 801 MOORE ROAD
 AVERA, OHIO 44011
 (440) 934-7878
 (440) 934-7879 FAX
 JOB NO. BR-1798

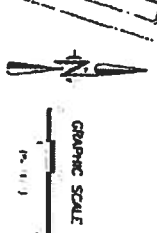
CURVE TABLE

Station	PC	PT	PI	Curve Length	Radius	Delta	Chord	Offset
1+00	1+00	1+10	1+05	10	100	90	10	0
1+10	1+10	1+20	1+15	10	100	90	10	0
1+20	1+20	1+30	1+25	10	100	90	10	0
1+30	1+30	1+40	1+35	10	100	90	10	0
1+40	1+40	1+50	1+45	10	100	90	10	0
1+50	1+50	1+60	1+55	10	100	90	10	0
1+60	1+60	1+70	1+65	10	100	90	10	0
1+70	1+70	1+80	1+75	10	100	90	10	0
1+80	1+80	1+90	1+85	10	100	90	10	0
1+90	1+90	2+00	1+95	10	100	90	10	0

LINE TABLE

Station	Line	Material	Depth
1+00	Water	Cast Iron	48"
1+00	Sewer	Cast Iron	36"
1+00	Gas	Cast Iron	30"
1+00	Electric	Aluminum	24"
1+00	Telephone	Aluminum	18"
1+00	Cable TV	Aluminum	12"
1+00	Other	Aluminum	6"

NOTES ON DRAWING
 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 2. THE DEPTHS OF UTILITIES ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.
 3. THE MATERIALS OF UTILITIES ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.
 4. THE CROSSINGS SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.
 5. THE CROSSINGS SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.
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 10. THE CROSSINGS SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.



P.O.C.
 CURRIER HILL PARKWAY

RECEIVED SEP 20 2017

EASEMENT AND RIGHT-OF-WAY AGREEMENT

ACCESS AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is acknowledged and such other consideration as is herein below set forth, the undersigned Crossings as Golden Pond Unit Owner's Association Inc., an Ohio Non-Profit Corporation and Kent Investment Partners, LLC, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Image No. 200505215 of the Portage County records, do (or does) for their heirs, successors, and assigns, hereby give, devise, grant and convey to the City of Kent, Ohio, a municipal corporation, which is hereinafter referred to as "Grantee", its successors and assigns, the perpetual right to a permanent exclusive easement and right-of-way to lay, maintain, operate, repair, remove and replace water lines, sanitary sewers and other utility lines, including gas, electric, telephone, cable TV and related necessary appurtenances and for emergency access over and through said real estate situated in the City of Kent, County of Portage, State of Ohio and known as being a part of Lot 3 of original Brimfield Township, said easement being more fully described as follows:

Commencing at a 1-inch iron pin found in a monument box at the intersection of the centerline of Sunnybrook Road (60 feet wide) (a.k.a. Unlontown Kent Road) (a.k.a. Township Highway 11) with the centerline of Currie Hall Parkway:

Thence South 17° 00' 00" West, along the centerline of said Sunnybrook Road, a distance of 1633.85 feet to the northeasterly corner of a parcel of land described in a deed to Jon L. Horning, II as recorded in Volume 1139, Page 571 of the Portage County Deed Records and the intersection of Meloy Road (60 feet wide) (a.k.a. Township Highway 92), said point being 0.03 feet southerly from and 1.12 feet westerly from a 1-inch iron pin found in a monument box.

Thence continuing South 17° 00' 00" West, along the centerline of said Sunnybrook Road and the easterly line of said Horning parcel, a distance of 317.04 feet to a point;

Thence North 77° 07' 59" West, a distance of 30.08 feet to a monument box found at the intersection of the centerline of Shaw Drive (private drive) with the westerly right-of-way line of said Sunnybrook Road, and the True Place of Beginning of land herein described;

Course 1: Thence South 17° 00' 00" West, along the westerly right-of-way line of said Sunnybrook Road, a distance of 27.66 feet to a point in the northerly line of a parcel of land described in a deed to Terry and S. Louise Neubert as recorded in Volume 972, Page 534 of the Portage County Deed Records, said point being .25 feet southerly from and 1.11 feet easterly from a 1/4-inch iron pin found;

Course 2: Thence North 77° 04' 26" West, along the southerly line of said Shaw Drive, a distance of 261.10 feet to a 1-inch iron pipe found;

1.37

- Course 3:** Thence North $77^{\circ} 12' 02''$ West, along the southerly line of said Shaw Drive, a distance of 155.07 feet to a point of curvature;
- Course 4:** Thence Northwesterly, continuing along the southwesterly line of said Shaw Drive, a distance of 596.02 feet along the arc of a curve that bears to the right, with a radius of 477.50 feet and a chord length of 558.08 feet bearing North $41^{\circ} 22' 28''$ West to a point of tangency;
- Course 5:** Thence North $05^{\circ} 36' 56''$ West, continuing along the westerly line of said Shaw Drive, a distance of 200.93 feet to a point of curvature;
- Course 6:** Thence Northwesterly, continuing along the westerly line of said Shaw Drive, a distance of 162.45 feet along the arc of a curve that bears to the left, with a radius of 472.50 feet and a chord length of 161.66 feet bearing North $15^{\circ} 27' 55''$ West to a point of tangency;
- Course 7:** Thence North $25^{\circ} 18' 53''$ West, continuing along the westerly line of said Shaw Drive, a distance of 183.05 feet to a point;
- Course 8:** Thence North $64^{\circ} 36' 38''$ West, a distance of 190.19 feet to a point in the easterly line of a 30 foot wide sanitary sewer easement;
- Course 9:** Thence South $84^{\circ} 32' 08''$ West, a distance of 30.00 feet to a point in the westerly line of said 30 foot sanitary sewer easement and the easterly right of-way line of the Wheeling & Lake Erie Railroad;
- Course 10:** Thence North $05^{\circ} 27' 52''$ West, along the easterly right-of-way line of said Wheeling & Lake Erie Railroad, a distance of 271.33 feet to a 3/4-inch iron pipe found in the southerly right-of-way line of State Route 261 (width varies);
- Course 11:** Thence South $86^{\circ} 34' 27''$ East, along the southerly right of-way line of said State Route 261, a distance of 30.36 feet to a point in the easterly line of said 30 foot sanitary sewer easement;
- Course 12:** Thence South $05^{\circ} 27' 52''$ East, parallel to the easterly line of said Wheeling & Lake Erie Railroad and along the easterly line of said 30 foot sanitary sewer easement, a distance of 243.34 feet to a point;
- Course 13:** Thence South $64^{\circ} 36' 38''$ East, a distance of 201.35 feet to a point of curvature in the northerly line of said Shaw Drive;
- Course 14:** Thence Southeasterly, along the northerly line of said Shaw Drive, a distance of 132.76 feet along the arc of a curve that bears to the right, with a radius of 89.00 feet and a chord length of 120.79 feet bearing South $88^{\circ} 32' 23''$ East to a point;
- Course 15:** Thence North $50^{\circ} 38' 43''$ East, a distance of 1.91 feet to a point;

- Course 16: Thence Northeasterly, a distance of 136.62 feet along the arc of a curve that bears to the right, with a radius of 310.00 feet and a chord length of 135.52 feet bearing North 63° 16' 14" East to a point in the westerly line of a parcel of land described in a deed to Golden Pond, L.L.C. as recorded in Image Number 200429663 of the Portage County Deed Records;
- Course 17: Thence South 34° 57' 49" East, along the westerly line of said Golden Pond, LLC parcel, a distance of 37.44 feet to a point;
- Course 18: Thence South 84° 13' 33" West, a distance of 24.86 feet to a point;
- Course 19: Thence South 61° 43' 33" West, a distance of 117.62 feet to a point of curvature in the easterly line of said Shaw Drive;
- Course 20: Thence Southwesterly, along the easterly line of said Shaw Drive, a distance of 109.94 feet along the arc of a curve that bears to the right, with a radius of 89.00 feet and a chord length of 103.08 feet bearing South 09° 24' 41" West to a point of reverse curvature;
- Course 21: Thence Southwesterly, continuing along the line of said Shaw Drive, a distance of 30.66 feet along the arc of a curve that bears to the left, with a radius of 25.00 feet and a chord length of 28.77 feet bearing South 09° 40' 13" West to a point of reverse curvature;
- Course 22: Thence Southeasterly, continuing along the easterly line of said Shaw Drive, a distance of 182.69 feet along the arc of a curve that bears to the right, with a radius of 527.50 feet and a chord length of 181.77 feet bearing South 15° 32' 13" East to a point of tangency;
- Course 23: Thence South 05° 36' 56" East, continuing along the easterly line of said Shaw Drive, a distance of 200.93 feet to a point of curvature;
- Course 24: Thence Southeasterly, along the northeasterly right-of-way line of said Shaw Drive, a distance of 527.37 feet along the arc of a curve that bears to the left, with a radius of 422.50 feet and a chord length of 493.80 feet bearing South 41° 22' 28" East to a point of tangency;
- Course 25: Thence South 77° 07' 59" East, continuing along the northeasterly line of said Shaw Drive, a distance of 420.15 feet to a point in the westerly right-of-way line of said Sunnybrook Road;
- Course 26: Thence South 17° 00' 00" West, along the westerly right-of-way line of said Sunnybrook Road, a distance of 27.57 feet to a monument box found at the intersection of the centerline of said Shaw Drive with the westerly right-of-way line of said Sunnybrook Road and the True Place of Beginning.

Containing within said bounds 2.5717 acres of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Michael C. Bramhall, P.S. 8073 for Bramhall Engineering and Surveying Company, Inc. in September of 2004. All bearings are intended to describe angles only. The basis of bearings used was a portion of the centerline of Sunnybrook Road (60 feet wide) (f.k.a. Uniontown Kent Road) (a.k.a. Township Highway 11), which was assumed to be South 17° 00' 00" West.

The above described easement is known as being a part of existing Portage County Auditor's Permanent Parcel Number 45-003-00-00-014-000.

Together with the right of the City of Kent, its agents or employees, to store earth and materials during the period of construction, repair or replacement of such waterlines, sanitary sewers and other utility lines upon the premises of the Grantor on an additional strip of land ten (10) feet wide along the east and south sides of the above described easement.

And grantor(s) do agree to keep said easement free of all permanent structures, providing that the City of Kent, Portage County, Ohio shall operate and maintain said improvement as a public facility in accordance with the standards, policies and procedures of other similar public facilities within the City of Kent and shall properly backfill and restore the ground surface and ground cover vegetation to the condition existing immediately prior to such construction, reconstruction, maintenance or repair: except that said City shall not be required to repair any structures (such as buildings, driveways, light poles and appurtenances, catch basins, storm sewers, utility service lines, pavement, curbing or landscape islands) belonging to Grantor and located within the easement and right-of-way, unless such damage was caused by an intentional act or negligence of the City of Kent, its agents, employees, contractors, licensees, or invitees.

RECEIVED

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this 6 day of September, 2013.

WITNESS:
[Signature]
[Signature]

GRANTORS: Crossings at Golden Pond Unit Owners Association Inc.
By: [Signature]
Robert Rummel, Jr
President, Crossings at Golden Pond Unit Owners Association Inc.

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Robert Rummel, Jr., President of Crossings at Golden Pond Unit Owners Association, Inc., with whom I am personally acquainted and who upon oath acknowledged himself to be such President of aforementioned Crossings at Golden Pond Unit Owners Association, Inc. and that he as such President being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Association as such President.

Witness my hand official seal this 6th of September, 2013

My Commission Expires: 4/27/18
[Signature]
Notary



Jason C. Saal
Notary Public, State of Ohio
My Commission Expires
April 27, 2018

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this 6th day of September, 2013.

WITNESS:
[Signature]
[Signature]

GRANTOR: Kent Investment Partners
By: [Signature]
Jonathan A. Wilcox
Managing Member

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Jonathan A. Wilcox of Kent Investment Partners LLC, with whom I am personally acquainted and who upon oath acknowledged himself to be a managing member of aforementioned Kent Investment Partners LLC and that he as such managing member being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the company as such managing member.

Witness my hand official seal this 6th day of September, 2013.

My Commission Expires: 4/22/2017
[Signature] Notary

JULIE GAMMELLO
NOTARY PUBLIC, STATE OF OHIO
FRANKLIN COUNTY
My Commission Expires 4/22/2017

Accepted by City of Kent Council:

1/2
2009

THIS INSTRUMENT PREPARED BY:

WAIVER OF RIGHT TO HAVE APPRAISAL.

OHIO DEPARTMENT OF TRANSPORTATION

Address: _____ Date: _____

ATTN:

RE: County _____ Route

Section

Parcel No.

Fed. No.

Dear Sir:

You have fully advised me/us that under both State and Federal laws, I/we have the right to have an appraisal made and receive payment of Fair Market Value (just compensation) for my/our property before I am/we are required to surrender possession. Notwithstanding this right, I/we hereby waive all or any parts of my/our rights noted above and willingly agree to the conditions as evidenced by descriptive records for the above parcel.

Very truly yours,

Owner - Crossings at Golden Pond
Agent: Lorie Goss

*

(This form shall be executed and shall be recorded with any easement of fee title granted to the City without the benefit of an appraisal of for a compensation less than the appraisal amount where an appraisal has been obtained where such easement of fee title property acquisition may be at some future date a part of a project where funds from State or Federal sources may be used in the construction of the improvement for which the easement of fee title was acquired.)

EASEMENT AND RIGHT-OF-WAY AGREEMENT
GRANTING EASEMENT FOR SHARED USE FACILITY
Affecting Parcel ID 45-003-00-00-014-007

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is acknowledged, and such other consideration as is herein below set forth, the undersigned Crossings at Golden Pond Unit Owners Association, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Image Number 200505215 of the Portage County records, do for their heirs, successors, and assigns, hereby give, devise, grant and convey to the City of Kent, Ohio, a municipal corporation, which is hereinafter referred to as "Grantee," its successors and assigns, the perpetual right to a permanent exclusive easement and right-of-way to lay, restore, operate, repair, remove and replace shared use waterlines, sewers and other utility lines, including gas, electric, telephone, cable TV and related necessary appurtenances over and through said real estate situated in the City of Kent, County of Portage, State of Ohio and known as being a part of Lot Number 3 of Original Brimfield Township, said easement being more fully described as follows:

Situated in the City of Kent, County of Portage, State of Ohio, known as being part of Original Brimfield Township Lot Number 3 and part of a parcel described in a deed to Crossings at Golden Pond – Portage County, L.L.C. as recorded in Image Number 200505215 of the Portage County Deed Records and further described as follows:

Commencing at a 1-inch iron pin found in a monument box at the intersection of the centerline of Sunnybrook Road (60 feet wide) (f.k.a. Uniontown Kent Road) (a.k.a. Township Highway 11) with the centerline of Currie Hall Parkway;

Thence South $17^{\circ} 00' 00''$ West, along the centerline of said Sunnybrook Road, a distance of 1633.85 feet to the northeasterly corner of a parcel of land described in a deed to Jon L. Horning, II as recorded in Volume 1139, Page 571 of the Portage County Deed Records and the intersection of Meloy Road (60 feet wide)(a.k.a. Township Highway 92), said point being 0.03 feet southerly from and 0.12 feet westerly from a 1-inch iron pin found in a monument box;

Thence continuing South $17^{\circ} 00' 00''$ West, along the centerline of said Sunnybrook Road and the easterly line of said Horning parcel, a distance of 200.09 feet to a point;

Thence North $72^{\circ} 56' 14''$ West along the southerly line of said Horning parcel, a distance of 30.00 feet to a point in the westerly right-of-way line of said Sunnybrook Road and the **True Place of Beginning** of land herein described;

EXHIBIT C

Course 1: Thence South $17^{\circ} 00' 00''$ West, along the westerly right-of-way line of said Sunnybrook Road, a distance of 146.81 feet to a point in the northerly line of a parcel of land described in a deed to Terry C. and Sandra L. Neubert as recorded in O.R. Volume 399, Page 145 of the Portage County Deed Records, said point also being in the southerly line of Shaw Drive (Private). Said point being 0.25 feet southerly from and 1.11 feet easterly from a 1/2-inch iron pin found;

Course 2: Thence North $77^{\circ} 04' 26''$ West, along the northerly line of said Neubert parcel, a distance of 10.03 feet to a point;

Course 3: Thence North $17^{\circ} 00' 00''$ East, parallel with said centerline of Sunnybrook Road, a distance of 147.53 feet to a point in the southerly line of said Horning parcel;

Course 4: Thence South $72^{\circ} 56' 14''$ East, along the southerly line of said Horning parcel, a distance of 10.00 feet to a point in the westerly right-of-way line of said Sunnybrook Road and the **True Place of Beginning**.

Containing within said bounds 0.0338 of an acre of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Bramhall Engineering and Surveying Company, Inc. in September of 2004. All bearings are intended to describe angles only. The basis of bearings used was a portion of the centerline of Sunnybrook Road (60 feet wide) (f.k.a. Uniontown Kent Road) (a.k.a. Township Highway 11), which was assumed to be South $17^{\circ} 00' 00''$ West.

The above described easement is known as being a part of Portage County Auditor's Permanent Parcel Number 45-003-00-00-014-007.

The above described easement is intended to be 10 feet wide and parallel to the westerly right-of-way line of Sunnybrook Road.

Together with the right of the City of Kent, its agents or employees, to store earth and materials during the period of construction, repair or replacement of said shared use facility, waterlines, sewers and other utility lines upon the premises of the Grantor on an additional strip of land ten (10) feet wide along the east and south sides of the above described easement.

And grantor(s) do agree to keep said easement free of all permanent structures and to maintain said shared use facility in a manner that keeps it free of obstruction and/or abates any natural or man-made nuisance that impedes use, providing that the City of Kent, Portage County, Ohio shall operate and maintain said improvement as a public facility in accordance with the standards, policies and procedures of other similar public facilities within the City of Kent and shall properly backfill and restore the ground surface and ground cover vegetation to the condition existing immediately prior to such construction, reconstruction, restoration or repair; except that said City shall not be required to repair any structures, such as buildings, driveways, light poles and appurtenances, catch basins, storm sewers, utility service lines, pavement, curbing or landscape islands belonging to Grantor and located within the easement and right-of-way, unless such damage was caused by an intentional act of negligence of the City of Kent, its agents, employees, contractors, licensees, or invitees.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this 13th day of November, 2013.

WITNESS:

[Handwritten Signature]
[Handwritten Signature]

GRANTOR:

Crossings at Golden Pond
Unit Owners Association Inc.

By: [Handwritten Signature] PRESIDENT
Robert R. Rummel
President, Crossings at Golden Pond
Unit Owners Association Inc.

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Robert R. Rummel, President of Crossings at Golden Pond Unit Owners Association Inc., with whom I am personally acquainted and who upon oath acknowledged himself to be such President of aforementioned Crossings at Golden Pond Unit Owners Association and that he as such President being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Unit Owners Association as such President.

Witness my hand official seal this 13th day of November, 2013.

My Commission Expires: 4/27/18

[Handwritten Signature]
Notary



Jason C. Saal
Notary Public, State of Ohio
My Commission Expires
April 27, 2018

Accepted by City of Kent Council: _____, 2013

THIS INSTRUMENT PREPARED BY: James R. Silver