# COUNTY HIGHWAY RIGHT OF WAY PLAT FOR THE ALTERATION AND VACATION OF A PORTION OF BURTON WINDSOR ROAD, C.H. 14, A PORTION OF SECTION B BEING PART OF ORIGINAL LOT NO. 20, LOT NO. 29 & LOT NO. 30 BURTON TOWNSHIP, GEAUGA COUNTY, OHIO

### GEAUGA COUNTY:

I DO CERTIFY THE FOLLOWING:

1) THIS PLAT REPRESENTS AN ALTERATION AND VACATION OF PORTIONS OF THE HIGHWAY EASEMENTS FOR BURTON WINDSOR ROAD PURSUANT TO SECTION 5553.06 OF THE OHIO REVISED CODE.

2) THE GEAUGA COUNTY BOARD OF COMMISSIONERS FOUND THE ALTERATION WOULD SERVE THE PUBLIC CONVENIENCE AND WELFARE BY RESOLUTION NO. 01-058, AND ORDERED THE RECORD OF THE ALTERATION PROCEEDINGS BE RECORDED IN THE PROPER ROAD RECORDS BY THE GEAUGA COUNTY ENGINEER BY

RESOLUTION NO 05-194

3) THE NEW HIGHWAY EASEMENT AREA WAS SECURED BY LICENSE AGREEMENT ON MAY 22, 2001. THE PARCEL TO BE DEDICATED FOR HIGHWAY PURPOSES IS DENOTED ON SHEET 4 OF THIS PLAT. THE RIGHT OF WAY TO BE VACATED IS DENOTED ON SHEET 5 WITH VACATED AREAS TO ABUTTING PARCELS DEPICTED. THE PERMANENT ACCESS EASEMENT FOR THE MAPLE VIEW CONSERVATIVE AMISH MENNONITE CHURCH OF MIDDLEFIELD, OHIO IS DENOTED ON SHEET 6. IT IS NOT THE INTENT OF THE COUNTY TO ACQUIRE ANY UNDERLYING FEE OR RIGHTS ASSOCIATED WITH THE UNDERLYING FEE AS PART OF THE ALTERATION PROCEEDINGS.

ATTEST Abert & Series 9-30-05
ROBERT L. PHILLIPS, GEAUGA COUNTY ENGINEER DATE

APPROVED THIS 29m DAY OF SEPTEMBER, 2005

Tacy Rep. ASSISTANT PROSECUTING ATTORNEY

THE BOARD OF COMMISSIONERS OF GEAUGA COUNTY ACKNOWLEDGES THE RIGHT OF THE CITY OF AKRON TO RETAIN ANY AND ALL RIGHTS IN, UPON, UNDER, AND OVER THE UNDERLYING FEE OF THE HIGHWAY EASEMENT FOR BURTON WINDSOR ROAD, COUNTY HIGHWAY NUMBER 14.

THE GEAUGA COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THIS PLAT.

MARY E. SAMPL

WILLIAM S. YOUNG

CRAIG ALBERT

ATTEST: I, CLAUDINE KOZENKO, CLERK OF THE BOARD OF COUNTY COMMISSIONERS GEAUGA COUNTY, OHIO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED

AT A LEGALLY CONVENED BOARD MEETING HELD ON November 7 \_\_\_\_\_\_, 2005

State of Ohio )
) SS

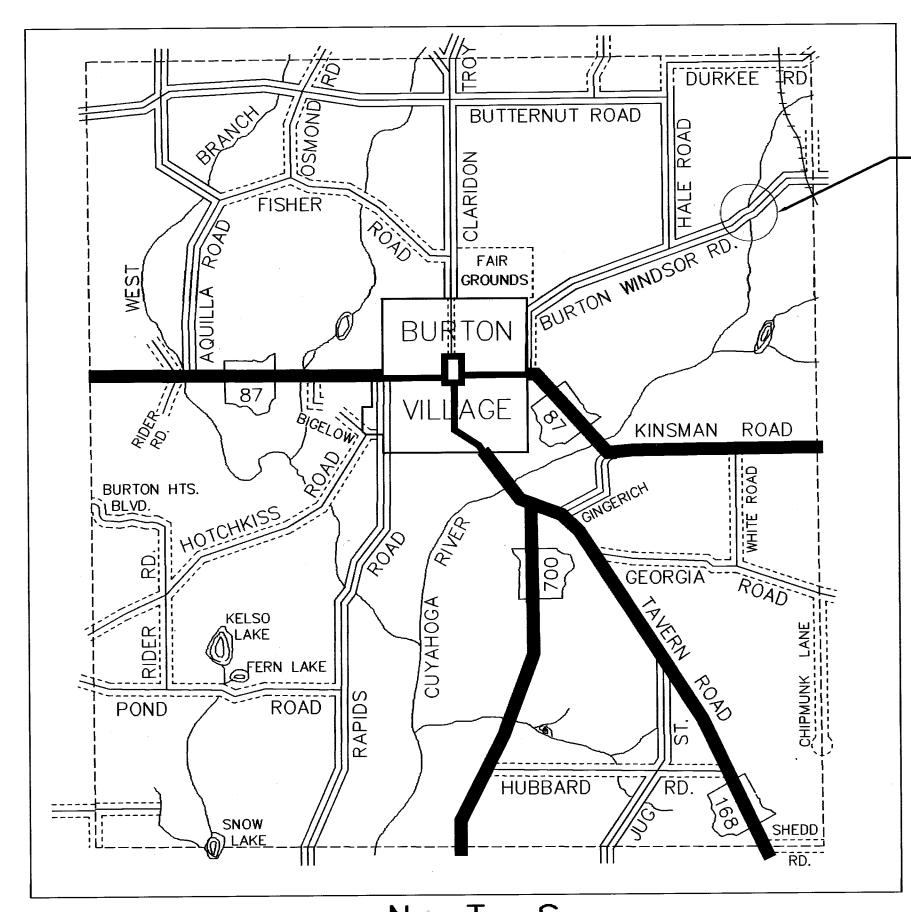
Before me, a Notary Public in and for said County, personally appeared Commissioners of Geauga County, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed, and the voluntary act and deed of said County.

IN WITNESS WHEREOF, I have hereto set my hand and official seal this \_\_\_\_\_\_\_\_

day of NOVEABER

Geauga County

NOTARY PUBLIC MY COMMISSIAN EXPLOS 10/01/08



LOCATION MAP

# INDEX OF SHEETS

TITLE SHEET

PERMANENT ACCESS EASEMENT AGREEMENT

ROAD RIGHT OF WAY PLAT

DEDICATION PLAT

VACATION PLAT

PERMANENT ACCESS EASEMENT DESCRIPTION

6

O TRANSFER NECESSARY THIS 212 DAY OF DECEMBER, 2005.

TRACY JEMISON, GEAUGA COUNTY AUDITOR

FOR RECORD THIS 21St DAY OF DECEMBER.

MANUAL MALMUST MCBAIDS

RECORDED THIS DAY OF PLATS.

MARY M. MCBRIDE, GEAUGA COUNTY RECORDER

DAY OF THE GEAUGA COUNTY BOOK OF PLATS.

MARY M. MCBRIDE, GEAUGA COUNTY RECORDER

Filed for Record in
GEAUGA COUNTY, DHIO
MARY MARGARET MCBRIDE
12-21-2005 At 09:55 am.
COUNTY PLAT .00
OR Book 38 Page 101 - 106

PROJECT LOCATION

V38.P10

SHEET 1 OF 6



# PERMANENT ACCESS EASEMENT

# BURTON WINDSOR ROAD, C.H. 14, A PORTION OF SECTION B BEING PART OF ORIGINAL LOT NO. 20, LOT NO. 29 & LOT NO. 30 BURTON TOWNSHIP, GEAUGA COUNTY, OHIO

### PERMANENT ACCESS EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, That The CITY OF AKRON an Ohio Municipal Coporation, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to THE MAPLE VIEW CONSERVATIVE AMISH MENNONITE CHURCH OF MIDDLEFIELD, OHIO, 14890 Burton Windsor Road, Burton, Ohio 44021, the Grantee, its employees, representatives, members, agents, successors and assigns an easement for the right of reasonable ingress and egress upon, over and across said lands to Burton Windsor Road. The easement area is shown herein on this Plat.

Grantor and its successors, agents, representatives, employees, assigns and lessees reserve the right to use the Easement Area provided that such use does not interfere with or obstruct the rights herein granted; and Grantee agrees that no building, obstruction or impediment of any kind shall be placed within said easement area withour prior written approval of the Grantor.

Grantee agrees not to dig, remove minerals, trees, or other vegetation from the Easement Area, nor alter the existing contours of the Easement Area.

Grantor and Grantee agree that this Easement shall be permanent. This Easement shall terminate when the premises are no longer needed for ingress/egress purposes by Grantee, its successors and assigns, is abandoned by Grantee or becomes impossible to perform. Upon said termination, Grantee shall be responsible, at Grantee's own expense, to restore the premises if necessary.

Grantee agrees to maintain its property and the Easement Area with natural vegetation in and along the waterway passing through the Easement Area and shall take all necessary actions to prevent the discharge of sediments and other pollutants from its property and the Easement Area to the Cuyahoga River.

If Grantee should decide to sell its property, Grantor shall have the right of first refusal to purchase said property. If Grantee receives an offer of purchase that it is willing to accept, it shall provide Grantor a copy of said offer and the Grantor shall have sixty (60) days within which to accept the offer on identical terms as those set forth in the offer or the right of first refusal will be waived.

Grantee shall save harmless, protect, and indemnify Grantor, its agents, employees, representatives, successors, assigns and lessees, from and against any liability, damages, fines, losses, costs or expenses arising out of claims, suits or actions made or brought against Grantor, its agents, employees, representatives, successors, assigns or lessees, for compensation for bodily and personal injuries and/or death, and property damage, aquatic damage or water quality impairments growing out of, or in any way attributable to the Grantee's use of the Easement Area for ingress and egress.

Grantee shall carry and provide proof acceptable to Grantor of the following minimum amounts of insurance during the term of this easement with the Grantor, its agents, employees, and representatives named as additional insured covering the Grantee, its agents, employees, members and representatives for any and all claims, or liabilities for bodily injury including death or property damage growing out of or in any way attributable to this easement and the uses permitted hereunder: combined single limit bodily injury/property damage coverage in the amount of two million dollars (\$2,000,000) per occurence.

Grantee shall not use the demised premises in any other manner or for any other purpose than as above provided, nor permit any other person, firm or corporation to occupy the demised premises or any part thereof except as provided herein. Grantee shall not in any event use or permit the demised premises to be used for any unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance.

Waiver of any breach hereof shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

All notices required to be given by Grantor to Grantee shall be made by certified mail addressed to the Grantee at 14890 Burton Windsor Road, Burton, Ohio 44021, and notices to Grantor shall be made by certified mail addressed to City of Akron, Director of Law, 161 S. High Street, Suite 202, Akron, Ohio 44308.

Grantee agrees to abide by all terms and provisions of Chapter 34 of the Code of Ordinances of the City of Akron, regarding public contracts during the term of this easement.

Crantee agrees to abide by all Enderal State and Local laws, statutes, ordinances, resolutions, rules

Grantee agrees to abide by all Federal, State and Local laws, statutes, ordinances, resolutions, rules and regulations applicable to its use of the demised premises.

Grantee shall not suffer or permit any mechanic's liens to be filed against the premises. Should such a mechanic's lien be filed, Grantee agrees to immediately take all steps necessary to cause the removal of said lien.

Grantee agrees to maintain and care for the premises and agrees that it is also responsible for the safety of any people brought on the premises and for maintaining the premises in a safe condition.

Grantee agrees to keep the premises free and clear of all debris, litter, trash or other waste material.

TO HAVE AND TO HOLD the said easement with all the rights incident thereto, unto the Grantee, and the Grantor represents that it is the owner of the above—mentioned premises herein described.

## CITY OF AKRON APPROVAL

The City of Akron, the underlying and adjacent fee owner of lands abutting Section "B" of Burton Windsor Road, County Highway Number 14, by and through its City Council, hereby accepts this alteration plat of Burton Windsor Road. Through the acceptance of this plat, The City of Akron hereby grants to Geauga County the areas of right of way depicted and denoted and acknowledges the resolution of the Geauga County Board of Commissioners vacating the areas of highway easement no longer needed for public use.

The City of Akron, the underlying fee owner of the right of way of Burton Windsor Road, shall retain any and all rights in, upon, under, and over said fee.

day of	December	, 2005.
Signed and in the prese	acknowledged ence of:	CITY OF AKRON, GRANTOR
-		Gerald O. Holland, Director of Public Service
<u>Va</u>	Leve Straw	
State of Or	nio ) ) SS	
Summit Co	unty )	
of Public S be his volume	ervice for the City of Akror ntary act and deed, and th	d for said County, personally appeared Gerald O. Holland, Directon who acknowledged the signing of the foregoing instrument to be voluntary act and deed of said municipal corporation, and this instrument on behalf of said municipal corporation.
IN W	ITNESS WHEREOF, I have he	ereto set my hand and official seal this
	December	, 2005.
		aleni Straw
		NOTARY PUBLIC my commission expires 11-6-07
•		
Approved a	is to legal form and correct $\bigcap$ $\bigcap$ $\bigcap$ $\bigcap$	tness
May Pothal	Director of Law Miles	
The City of		
Approved b	by Council, City of Akron, O	hio at its regular session on <u>September 12, 2005,</u>
by Ordinand	ce Number <u>449–2005</u>	
Mare	2 Sommerille	Ahm Wille
President	Marca Sommer vi	lle Clerk/ John Valle
Approved b	y Planning Commission, Cit	y of Akron, Ohio under Item Number PC- <u>2005-le5-5</u> ,
of	n Koler	Secretary Warren L. Woolford
Chariman	Tim Kidder	Secretary Warren L. Woolford

# MAPLE VIEW CONSERVATIVE AMISH MENNONITE APPROVAL

The foregoing easement is hereby accepted by the Maple View Conservative Amish Mennonite Church of Middlefield, Ohio, Grantee.

Signed and acknowledged in the presence of:

THE MAPLE VIEW CONSERVATIVE AMISH MENNONITE CHURCH OF MIDDLEFIELD, OHIO, GRANTEE

Chad Graber

State of Ohio )
) SS
Geauga County )

Before me, a Notary Public in and for said County, personally appeared Chad Graber, on behalf of The Maple View Conservative Amish Mennonite Church of Middlefield, Ohio, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed, and the voluntary act and deed of said Church, and that he is fully authorized to execute this instrument on behalf of said Church.

V38.P102

SHEET 2 OF 6

