AN ORDINANCE ACCEPTING, FOR DEDICATION PURPOSES, A PORTION OF THE SANITARY SEWER LINE, WATER LINE AND EASEMENTS FOR SAID LINES OF THE KENT RIDGE ASSISTED LIVING FACILITY PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, the Developer has substantially completed a portion of the sanitary sewer line and water line for the Kent Ridge Assisted Living property with the remaining improvements to be completed later.

WHEREAS, the Developer has delivered to the City the necessary description of the sanitary sewer line, water line and easements to be dedicated, a copy of which is marked Exhibit “A” and placed on file with the Clerk of Council.

WHEREAS, the City has connected to the sanitary sewer line and water line for the Kent Ridge Assisted Living Facility; and

WHEREAS, the Development Engineer for the City has given her opinion that the portion of the completed sanitary sewer line, water line and easements described in the attached sheet for the Kent Ridge Assisted Living property 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 Subdivision Regulations of the City have been met by the Developer for the subject phase of the subdivision and has recommended to Council that the City accept the easements and section of the completed sanitary sewer line as contained in the description of the Subdivision, attached hereto.

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 for dedication purposes the completed section of the sanitary sewer line, water line and easements for said sanitary sewer line and water line for the Kent Ridge Assisted Living property as shown upon the copy of the description marked Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. That Council does hereby direct the President and Clerk of Council to sign the original description, 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: 06/17/2009

DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

I hereby certify that Ordinance No. 2009- 71 was duly enacted this 17 day of June, 2009, by the Council of the City of Kent, Ohio.

CLERK OF COUNCIL
EASEMENT AND RIGHT-OF-WAY AGREEMENT

GRANTING EASEMENT FOR SANITARY SEWER CONSTRUCTION

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 Golden Pond, L.L.C., an Ohio Limited Liability Company and The Inn at Golden Pond Limited, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Image Number 200429663 and Image Number 200429661, respectively, 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, maintain, operate, repair, remove and replace sanitary sewers 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 Golden Pond, LLC as recorded in Image Number 200429663 and a parcel described in a deed to The Inn At Golden Pond, Limited as recorded in Image Number 200429661 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° 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 North 63° 07' 24" West, along the northerly line of said Jon L. Horning, II parcel, a distance of 40.60 feet to the True Place of Beginning of land herein described;

The sanitary sewer easement shall be a strip of land 20.00 feet in width, the centerline of which is described as follows:

**Course 1:** Thence North 17° 00’ 00” East, parallel with the centerline of said Sunnybrook Road, a distance of 518.51 feet to a point;

**Course 2:** Thence North 66° 18’ 13” West, a distance of 293.69 feet to a point;

**Course 3:** Thence North 87° 55’ 37” West, a distance of 158.44 feet to a point;

**Course 4:** Thence North 00° 09’ 04” West, a distance of 75.19 feet to a point;
Course 5:  Thence South 89° 50’ 56” West, a distance of 154.59 feet to a point;

Course 6:  Thence North 44° 43’ 14” West, a distance of 95.89 feet to a point;

Course 7:  Thence North 00° 11’ 23” West, a distance of 276.51 feet to a point in the southerly right-of-way line of State Route 261 (width varies) and a point of ending.

Containing within said bounds 0.7221 of an acre of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Christopher M. Hirzel, P.S. 8081 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 Numbers 45-003-00-00-014-004 and 45-003-00-00-014-006.

Together with the right of the City of Kent, it agents or employees, to store earth and materials during the period of construction, repair or replacement of such sanitary sewers 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 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  ___ day of ______, 2007.

WITNESS:

GRANTOR:
Golden Pond, L.L.C., an Ohio Limited Liability Company

By: ____________________________

STATE OF OHIO            )
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared ____________ , (official title) of Golden Pond, L.L.C., an Ohio Limited Liability Company, with whom I am personally acquainted and who upon oath acknowledged himself to be such ____________ (official title) of aforementioned Golden Pond, L.L.C., an Ohio Limited Liability Company and that he as such ____________ (official title) being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Limited Liability Company as such ____________ (official title).

Witness my hand official seal this ____________ day of ______, 2007.

My Commission Expires: ____________

______________________________
Notary
IN WITNESS WHEREOF, the Grantor has hereunto set its signature this ___ day of ______, 2007

WITNESS: __________________________

GRANTOR: The Inn at Golden Pond Limited

______________________________

By: __________________________

STATE OF OHIO )
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared ____________, (official title) of The Inn at Golden Pond Limited, with whom I am personally acquainted and who upon oath acknowledged himself to be such _________ (official title) of aforementioned The Inn at Golden Pond Limited and that he as such _________ (official title) being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Limited Liability Company as such _________ (official title).

Witness my hand official seal this ____________ day of ________, 2007.

My Commission Expires: __________

______________________________

Notary

Accepted by City of Kent Council: __________, 2007

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

Owner

(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.)
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 Golden Pond, L.L.C., an Ohio Limited Liability Company and The Inn at Golden Pond Limited, hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Image Number 200429663 and Image Number 200429661, respectively, 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, maintain, operate, repair, remove and replace waterlines 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 Golden Pond, LLC as recorded in Image Number 200429663 and a parcel described in a deed to The Inn At Golden Pond, Limited as recorded in Image Number 200429661 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° 00' 00" West, along the centerline of said Sunnybrook Road, a distance of 618.88 feet to a masonry nail found;

Thence North 73° 00' 00" West, leaving said centerline of Sunnybrook Road, a distance of 30.00 feet to a point in the westerly right-of-way line of said Sunnybrook Road and the easterly line of said Golden Pond, LLC parcel, passing through a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" found at 480.58 feet, a distance of 510.90 feet to a point in the centerline of a waterline and the True Place of Beginning of land herein described;

This waterline easement shall be a strip of land 20.00 feet in width, the centerline of which is described as follows:

**Course 1:** Thence North 72° 58’ 09” West, a distance of 101.83 feet to a point;

**Course 2:** Thence North 27° 58’ 09” West, a distance of 90.49 feet to a point;

**Course 3:** Thence North 39° 13’ 09” West, a distance of 88.16 feet to a point;
Course 4:  Thence North 89° 59’ 36” West, a distance of 270.68 feet to a waterline stub;
Course 5:  Thence North 00° 11’ 23” West, a distance of 29.93 feet to a point;
Course 6:  Thence South 00° 11’ 23” East, a distance of 29.93 feet to a point on the main waterline;
Course 7:  Thence North 89° 59’ 36” West, a distance of 148.83 feet to a point;
Course 8:  Thence North 45° 00’ 34” West, a distance of 87.34 feet to a point;
Course 9:  Thence South 89° 59’ 26” West, a distance of 106.66 feet to a point;
Course 10: Thence North 50° 46’ 27” West, a distance of 66.43 feet to a point;
Course 11: Thence South 84° 13’ 33” West, a distance of 58.89 feet to a point in the easterly line of a parcel of land described in a deed to Crossings At Golden Pond-Portage County, LLC as recorded in Image Number 200505215 of the Portage County Deed Records and a point of ending.

Containing within said bounds 0.4772 of an acre of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Christopher M. Hirzel, P.S. 8081 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 Numbers 45-003-00-00-014-004 and 45-003-00-00-014-006.

Together with the right of the City of Kent, it agents or employees, to store earth and materials during the period of construction, repair or replacement of such waterlines 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 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 ___ day of ______, 2007.

WITNESS: 

GRANTOR: 
Golden Pond, L.L.C., an Ohio Limited Liability Company

_________________________
By: ____________________________

STATE OF OHIO            )
) SS:
COUNTY OF PORTAGE) 

This day, before me, a Notary Public of the State and County aforesaid, personally appeared 
_____________________, (official title) of Golden Pond, L.L.C., an Ohio Limited Liability Company, with whom I am personally acquainted and who upon oath acknowledged himself to be such ___________ (official title) of aforementioned Golden Pond, L.L.C., an Ohio Limited Liability Company and that he as such ___________ (official title) being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Limited Liability Company as such ___________ (official title).

Witness my hand official seal this ____________ day of ______, 2007.

My Commission Expires: ___________

_________________________
Notary
IN WITNESS WHEREOF, the Grantor has hereunto set its signature this ___ day of ______, 2007

WITNESS:

GRANTOR:

The Inn at Golden Pond Limited

_________________________

By: ________________________

_________________________

STATE OF OHIO            )
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared
______________________, (official title) of The Inn at Golden Pond Limited, with whom I am personally
acquainted and who upon oath acknowledged himself to be such ___________ (official title) of
aforementioned The Inn at Golden Pond Limited and that he as such ___________ (official title) being
authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the
name of the Limited Liability Company as such ___________ (official title).

Witness my hand official seal this _____________ day of ______, 2007.

My Commission Expires: __________

________________________________
Notary

Accepted by City of Kent Council: __________, __2007

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


Owner

(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.)

(041858) Inn & Golden Pond San Page 5 of 5 4/18/2007
EASEMENT AND RIGHT-OF-WAY AGREEMENT

GRANTING EASEMENT FOR INGRESS & EGRESS FOR EMERGENCY ACCESS

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 Golden Pond, L.L.C. an Ohio Limited Liability Company, and McClain Development, Inc., hereinafter referred to as "Grantor(s)", who claim title to certain real estate by deed recorded in Image Number 200429663, and Image Number 200429661, respectively, 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 for ingress and egress 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 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 an easement over a portion of a parcel of land described in a deed to Golden Pond, L.L.C. as recorded in Image Number 200429663, and a parcel of land described in a deed to Inn at Golden Pond Limited as recorded in Image Number 200429661, both 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. Uninium 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 1107.27 feet to the southeasterly corner of a parcel of land described in a deed to Golden Pond, L.L.C. in Image Number 200429663 of the Portage County Deed Records;

Thence leaving said centerline, North 58° 24’ 07” West, along the southerly line of said Golden Pond, L.L.C. parcel, a distance of 31.00 feet to a point in the westerly right-of-way line of said Sunnybrook Road;

Thence South 17° 00’ 00” West along the westerly right-of-way line of said Sunnybrook Road, a distance of 32.20 feet to a point; said point is the True Place of Beginning of land herein described;

Course 1: Thence continuing along the westerly right-of-way of said Sunnybrook Road, a distance of 79.31 feet to a point;

Course 2: Thence Northwesterly, a distance of 27.19 feet along the arc of a curve that bears to the left, with a radius of 40.00 feet, a delta of 38°56’35”, and a chord length of 26.67 feet bearing North 47° 35’ 07” West to a point of tangency;

Course 3: Thence North 67° 03’ 25” West, a distance of 44.02 feet to a point of curvature;

Course 4: Thence Northwesterly, a distance of 27.81 feet along the arc of a curve that bears to the right, with a radius of 50.00 feet, a delta of 31°52’02”, and a chord length of 27.45 feet bearing North 51° 07’ 24” West to a point of tangency;
Course 5: Thence North 35° 11’ 23” West, a distance of 62.88 feet to a point;

Course 6: Thence North 26° 44’ 34” West, a distance of 49.46 feet to a point of curvature;

Course 7: Thence Northwesterly, a distance of 72.07 feet along the arc of a curve that bears to the left, with a radius of 100.00 feet, a delta of 41°17’26”, and a chord length of 70.52 feet bearing North 37° 52’ 08” West to a point of compound curvature;

Course 8: Thence Northwesterly, a distance of 52.96 feet along the arc of a curve that bears to the left, with a radius of 140.00 feet, a delta of 21°40’32”, and a chord length of 52.65 feet bearing North 69° 21’ 07” West to a point of tangency;

Course 9: Thence North 80° 11’ 23” West, a distance of 92.89 feet to a point;

Course 10: Thence North 76° 41’ 28” West, a distance of 101.52 feet to a point of curvature;

Course 11: Thence Northwesterly, a distance of 175.08 feet along the arc of a curve that bears to the right, with a radius of 1204.57 feet, a delta of 08°19’40”, and a chord length of 174.93 feet bearing North 70° 03’ 59” West to a point of reverse curvature;

Course 12: Thence Northwesterly, a distance of 179.72 feet along the arc of a curve that bears to the left, with a radius of 433.96 feet, a delta of 23°43’40”, and a chord length of 178.44 feet bearing North 76° 01’ 31” West to a point of tangency;

Course 13: Thence North 89° 52’ 43” West, a distance of 47.97 feet to a point of curvature;

Course 14: Thence Southwesterly, a distance of 64.34 feet along the arc of a curve that bears to the left, with a radius of 290.00 feet, a delta of 12°42’43”, and a chord length of 64.21 feet bearing South 83° 45’ 55” West to a point in the easterly line of a parcel of land as 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;

Course 15: Thence North 34° 57’ 49” West, along the easterly line of said Crossings at Golden Pond-Portage County, L.L.C. parcel, a distance of 21.51 feet to a point;

Course 16: Thence Northeasterly, a distance of 76.97 feet along the arc of a curve that bears to the right, with a radius of 310.00 feet, a delta of 14°13’32”, and a chord length of 76.77 feet bearing North 83° 00’ 31” East to a point of tangency;

Course 17: Thence South 89° 52’ 43” East, a distance of 47.91 feet to a point of curvature;

Course 18: Thence Southeasterly, a distance of 188.44 feet along the arc of a curve that bears to the right, with a radius of 453.66 feet, a delta of 23°47’58”, and a chord length of 187.09 feet bearing South 76° 05’ 46” East to a point of reverse curvature;

Course 19: Thence Southeasterly, a distance of 171.45 feet along the arc of a curve that bears to the left, with a radius of 1184.57 feet, a delta of 08°17’33”, and a chord length of 171.30 feet bearing South 70° 03’ 48” East to a point of tangency;
Course 20: Thence South 76° 41’ 09” East, a distance of 99.87 feet to a point;
Course 21: Thence North 09° 48’ 37” East, a distance of 3.97 feet to a point;
Course 22: Thence South 80° 11’ 23” East, a distance of 92.89 feet to a point;
Course 23: Thence Southeasterly, a distance of 62.64 feet along the arc of a curve that bears to the right, with a radius of 164.00 feet, a delta of 21°53’00”, and a chord length of 62.26 feet bearing South 69° 14’ 53” East to a point of reverse curvature;
Course 24: Thence Southeasterly, a distance of 14.64 feet along the arc of a curve that bears to the left, with a radius of 15.00 feet, a delta of 55°54’37”, and a chord length of 14.06 feet bearing South 86° 15’ 41” East to a point in a northerly line of lands described in a deed to Inn at Golden Pond Limited as recorded in Image Number 200429661 of the Portage County Records;
Course 25: Thence South 58° 24’ 07” East along said northerly line of the Inn at Golden Pond Limited lands, a distance of 39.33 feet to a point;
Course 26: Thence South 00° 11’ 23” East, a distance of 10.59 feet to a point of curvature;
Course 27: Thence Southeasterly, a distance of 75.18 feet along the arc of a curve that bears to the left, with a radius of 125.00 feet, a delta of 35°00’00”, and a chord length of 75.18 feet bearing South 17° 41’ 23” East to a point;
Course 28: Thence South 35° 11’ 23” East, a distance of 3.03 feet to a point of curvature;
Course 29: Thence Southeasterly, a distance of 55.61 feet along the arc of a curve that bears to the left, with a radius of 100.00 feet, a delta of 31°51’38”, and a chord length of 54.89 feet bearing South 51° 07’ 12” East to a point of tangency;
Course 30: Thence South 67° 03’ 01” East, a distance of 32.53 feet to a point of curvature;
Course 31: Thence Northeasterly, a distance of 51.19 feet along the arc of a curve that bears to the left, with a radius of 50.00 feet, a delta of 58°39’26”, and a chord length of 48.98 feet bearing North 83° 37’ 17” East to a point in the westerly right-of-way line of said Sunnybrook Road and the True Place of Beginning;

Containing within said bounds 0.5701 acres of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Christopher M. Hirzel, P.S. 8081 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 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 intends to describe an easement for ingress and egress for the purpose of emergency access, crossing and serving Portage County Auditor’s Parcel Numbers: 45-003-00-00-014-004, and 45-003-00-00-014-006.
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 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 _______ day of ________________, 2009.

WITNESS: 

GRANTOR: 
Golden Pond, L.L.C.

_________________________

By: _______________________

_________________________

STATE OF OHIO )
) SS:
COUNTY OF PORTAGE)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared ________________, (official title) of Golden Pond, L.L.C., with whom I am personally acquainted and who upon oath acknowledged himself to be such ________________ (official title) of aforementioned Golden Pond, L.L.C. and that he as such ________________ (official title) being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Limited Liability Company as such ________________ (official title).

Witness my hand official seal this ____________ day of ________, 2009.

My Commission Expires: ____________

_________________________

Notary

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this ______ day of ________________, 2009.

GRANTOR:
McClain Development, Inc.

_________________________
By:______________________

WITNESS:

STATE OF OHIO            )
) SS:                    
COUNTY OF PORTAGE)       

This day, before me, a Notary Public of the State and County aforesaid, personally appeared __________________, (official title) of McClain Development, Inc., with whom I am personally acquainted and who upon oath acknowledged himself to be such ______________ (official title) of aforementioned McClain Development, Inc. and that he as such ______________ (official title) being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the Company as such ______________ (official title).

Witness my hand official seal this __________ day of ______, 2009.

My Commission Expires: __________

_________________________
Notary

Accepted by City of Kent Council: __________, 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

Owner

(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 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.)