

RESOLUTION TO ENTER INTO OPTION AGREEMENT FOR SEWER EASEMENT

The Board of Education of the Norton City School District, Norton, Ohio, met in _____ session on the 8th day of April, 2019 at the offices of the Board with the following members present:

The Treasurer advised the Board that the notice requirements of O.R.C. ' 121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following resolution:

WHEREAS, The Board of Education owns real estate located at 3390 South Cleveland, Massillon Road, Norton, Ohio, bearing Parcel No. 46-04328 (“Property”); and

WHEREAS, the City of Barberton, Ohio (“City”) has requested that the Board of Education enter into an Option Agreement for the purchase of a Sanitary Sewer Easement on a limited portion of the Property, granting the City the exclusive one hundred twenty (120) day option to purchase, for the sum of Nine Thousand One Hundred Dollars (\$9,100), a perpetual and exclusive easement and right-of-way to lay, maintain, operate, repair, remove, and replace sanitary sewer lines or equipment on a limited portion of the Property, as described in the Option Agreement for the purchase of a Sanitary Sewer Easement attached hereto as Exhibit 1 (“Option Agreement”); and

WHEREAS, The Board of Education is permitted to enter into the Option Agreement with the City and grant a Sanitary Sewer Easement for good and valuable consideration pursuant to R.C. 3313.41(C).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Norton City School District, Norton, Ohio that:

Section 1: The Board hereby authorizes and directs the Board President and Treasurer to execute and deliver the attached Option Agreement with the City for the purchase of a Sanitary Sewer Easement on behalf of the Board.

Section 2: In the event the City exercises the option set forth in the Option Agreement within the 120-day option period, the Board further authorizes and directs the Board President and Treasurer to execute and deliver the Sanitary Sewer Easement attached to the Option Agreement on behalf of the Board, upon the City's payment of the purchase price set forth in the Option Agreement. The Board further authorizes the Board President, Superintendent, and Treasurer to take all steps necessary to effectuate the grant of the Sanitary Sewer Easement pursuant to the terms of the Option Agreement.

Section 3: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements, including O.R.C. ' 121.22.

_____ seconded the Motion and upon roll call, the vote resulted as follows:

Motion passed and adopted this ___ day of April, 2019.

Board President

ATTEST:

Treasurer

EXHIBIT A
Legal Description of the Easement Area
0.7275 Acres

Situated in the City of Norton, the County of Summit, State of Ohio, and known as being part of Original Lot 15, formerly Norton Township, and being part of a parcel now or formerly owned by Norton Local Board of Education as recorded in Deed 4545, Page 134 Summit County Records and further bounded and described as follows;

Beginning at the southeast corner of Lot 15, said point lying on the centerline of County Road 17 (Cleveland Massillon Road), thence along the southerly line of Lot 15, a distance of 33.00 feet to a point on the westerly right-of-way line of County Road 17 (Cleveland Massillon Road), a distance of 144.89 feet to a point, thence North 27° 45' 45" West along the westerly right-of-way line of County Road 17 (Cleveland Massillon Road), a distance of 46.83 feet to the True Place of Beginning for the following described easement;

Thence North 74° 55' 03" West, a distance of 156.72 feet to a point;

Thence North 84° 09' 52" West, a distance of 398.12 feet to a point;

Thence North 89° 13' 47" West, a distance of 365.76 feet to a point;

Thence South 63° 55' 01" West, a distance of 125.50 feet to a point;

Thence North 82° 38' 02" West, a distance of 29.08 feet to a point on the easterly property line of a parcel of land now or formerly owned by the City of Barberton as recorded in Inst. 56190018 Summit County Records;

Thence continuing along the easterly property line of a parcel of land now or formerly owned by the City of Barberton North 3° 00' 00" East, a distance of 30.09 feet to a point;

Thence South 82° 38' 02" East, a distance of 22.36 feet to a point;

Thence North 63° 55' 01" East, a distance of 123.65 feet to a point;

Thence South 89° 13' 47" East, a distance of 237.47 feet to a point on the northerly line of said Norton Local Board of Education parcel;

Thence continuing along the northerly line of said Norton Local Board of Education parcel South 87° 15' 00" East, a distance of 224.34 feet to a point;

Thence South 84° 09' 52" East, a distance of 314.09 feet to a point;

Thence South $74^{\circ} 55' 05''$ East, a distance of 151.65 feet to a point on the westerly right-of-way line of County Road 17 (Cleveland Massillon Road);

Thence along the westerly right-of-way line of County Road 17 (Cleveland Massillon Road) South $3^{\circ} 00' 00''$ West, a distance of 29.14 feet to a point;

Thence South $27^{\circ} 45' 45''$ East along the westerly right-of-way line County Road 17 (Cleveland Massillon Road), a distance of 2.05 feet to the Place of Beginning, containing 0.7275 acres of land, more or less, but subject to all legal highways and easements of record.

As determined from a survey made by Thomas M. Meeks, Registered Surveyor No. XXXX on behalf of the City of Norton in March, 2017.

OPTION AGREEMENT FOR PURCHASE OF SANITARY SEWER EASEMENT

This Option Agreement for Purchase of Sanitary Sewer Easement (the "Agreement") is made on this ____ day of April, 2019 (the "Effective Date"), by and between **Board of Education of Norton Local School District NKA Norton City School District Board of Education**, with a mailing address of 4128 S. Cleveland-Massillon Road, Norton, OH 44203 ("Grantor") and **City of Barberton, Ohio, a Municipal Corporation**, with a mailing address of 576 West Park Avenue, Barberton, OH 44203 ("Grantee").

For valuable consideration paid, the receipt of which is acknowledged, Grantor hereby grants to Grantee, the exclusive option to purchase, for the sum of \$9,100.00 (the "Purchase Price"), a perpetual and exclusive easement and right-of-way (the "Easement") to lay, maintain, operate, repair, remove, and replace sanitary sewer lines or equipment, including any related appurtenances under, over, across, and/or through certain real property situated in the City of Norton, Summit County, Ohio, being Parcel No. 46-04328 (the "Property"), and limited to that portion of the Property as described in Exhibit "A" to the attached Sanitary Sewer Easement (the "Easement Area").

This option shall remain in force for a period of 120 days from the Effective Date of this Agreement, and, at any time within such period, Grantee shall have the right to exercise this option by delivering to Grantor written notice of the exercise of its option (the "Notice") and the lump-sum payment of the Purchase Price, delivered personally, or by certified mail to Grantor's mailing address. Upon receipt of the Notice and Purchase Price, Grantor shall fully execute the Easement attached hereto as Exhibit A, to be conveyed free from any liens or encumbrances, and deliver the original executed Easement to Grantee's mailing address within 14 days. Upon receipt, Grantee shall promptly record the fully executed Easement in the Summit County Recorder's Office at its sole cost and expense.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

[Execution Pages Follow]

GRANTOR:

**Board of Education of Norton Local
School District NKA Norton City School
District Board of Education**

By: _____

Name: _____

Title: _____

STATE OF OHIO)
)
COUNTY OF SUMMIT)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared the above-named _____, acting in his/her capacity as _____, of **Board of Education of Norton Local School District NKA Norton City School District Board of Education**, who acknowledged that he/she executed the foregoing instrument for and on behalf of such entity, and that the same was his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

GRANTEE:

City of Barberton

By: _____

Name: _____

Title: _____

STATE OF OHIO)
)
COUNTY OF SUMMIT)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared the above-named _____, acting in his/her capacity as _____, of **City of Barberton, Ohio, a Municipal Corporation**, who acknowledged that he/she executed the foregoing instrument for and on behalf of said municipality, and that the same was his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Instrument Prepared By:
J. Alex Quay, Esq.
Brouse McDowell, LPA
388 South Main Street, Suite 500
Akron, OH 44311

EXHIBIT A
Sanitary Sewer Easement

SANITARY SEWER EASEMENT

For valuable consideration, the receipt of which is acknowledged, the undersigned **Board of Education of Norton Local School District NKA Norton City School District Board of Education** (“Grantor”), hereby grants to the **City of Barberton, Ohio**, a Municipal Corporation (“Grantee”), a perpetual and exclusive easement and right-of-way to lay, maintain, operate, repair, remove, and replace sanitary sewer lines or equipment, including any related appurtenances (collectively, the “Improvements”) under, over, across, and/or through certain real property situated in the City of Norton, Summit County, Ohio, being Parcel No. 46-04328 (the “Property”), and limited to that portion of the Property as described on the attached Exhibit A (the “Easement Area”).

Grantor hereby agrees to keep the Easement Area free and clear of permanent structures, and shall not disturb any Improvements located thereon. Grantor reserves the right of ingress and egress over and through the Easement Area, and the right to modify or improve the Easement Area so long as such modifications or improvements do not interfere with Grantee’s Improvements or its rights to use and access the same for the purposes set forth herein.

Grantee shall comply with all applicable state and federal laws, rules, regulations, and requirements with respect to the construction, installation, use, repair and maintenance of the sanitary sewer lines or equipment on or adjacent to the Property, and shall properly restore the ground surface to the condition existing immediately prior to such events of construction, reconstruction, maintenance or repair.

“Grantor” and “Grantee” shall include the parties’ and/or their successors and assigns, as the case may be, including, but not limited to, all future owners of the Property, it being intended that this Sanitary Sewer Easement shall be perpetual in nature and run with the land.

Executed this ____ day of _____, 2019.

[Execution and Acknowledgement Page Follows]

GRANTOR:

**Board of Education of Norton Local
School District NKA Norton City School
District Board of Education**

By: _____

Name: _____

Title: _____

STATE OF OHIO)

)

COUNTY OF SUMMIT)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared the above-named _____, acting in his/her capacity as _____, of **Board of Education of Norton Local School District NKA Norton City School District Board of Education**, who acknowledged that he/she executed the foregoing instrument for and on behalf of such entity, and that the same was his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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