

BRUNSWICK CITY PLANNING & ZONING COMMITTEE

Agenda

SEPTEMBER 9, 2019

6:50 PM

In Caucus Room

or immediately following the Safety & Environment Committee Meeting

1. Discussion Items
 - (a) **RES. NO. 56-19** - A resolution granting a non-exclusive permanent access and utility easement to Sanctus, LLC. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)
 - (b) **RES. NO. 57-19** - A resolution accepting a non-exclusive permanent access and utility easement from Sanctus. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)
2. General Discussion
3. Adjournment

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 9/9/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 56-19** - A resolution granting a non-exclusive permanent access and utility easement to Sanctus, LLC. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: City Council approved the rezoning parcel 003-18B-31-539 and parcel 003-18B-31-540 to a Special Planning District-5 for the development of a senior living facility focused on assisted and memory care consisting of approximately 16.2516 acres; Ord 13-19 passed 2/25/19.

PURPOSE AND EXPLANATION: The easement is to allow a non-exclusive permanent access and utility easement for the development of land in Special Planning District-5; the developer is seeking to construct a senior living facility with assistant and memory care units. The easement will keep traffic focused on the main corridor, Pearl Rd, with gated emergency only access from the eastern most part of the parcel.

IMPLEMENTATION SCHEDULE: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

**ADDITIONAL
INFORMATION:**

NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT

THIS NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT (this "Easement Agreement") is made this ___ day of _____, 2019, between the City of Brunswick, a political subdivision of the State of Ohio (the "Grantor") and Sanctus, LLC, a Delaware limited liability company, its successors and assigns (the "Grantee").

Recitals:

WHEREAS, Grantee is the owner of certain property located in the city of Brunswick, County of Medina, State of Ohio, and being identified as Medina County Permanent Parcel Numbers 003-18B-31-539 and 003-18B-31-540 ("Grantee's Land");

WHEREAS, Grantee has requested of Grantor a non-exclusive permanent access and utility easement in, under, over, upon and across certain property owned by the Grantor as described in this Easement Agreement; and

WHEREAS, Brunswick Ordinance No. _____, passed by Brunswick City Council on _____, authorized Grantor to enter into this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants Grantee, and its successors and assigns forever, a non-exclusive permanent access and utility easement and right for ingress and egress upon and over the lands herein described, as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities necessary to service Grantee's Land, upon the following terms and conditions.

1. Easement Area. The easement area granted by Grantor to Grantee herein is limited to the area of land legally described in **Exhibit "A"**, attached hereto and made a part hereof, and as set forth on the diagram attached as **Exhibit "B"**, attached hereto and made a part hereof (the "Easement Area").
2. Purposes. Grantee may have a non-exclusive permanent access and utility easement and right for ingress and egress upon and over the Easement Area, as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities necessary to service Grantee's Land.
3. Maintenance. Grantee shall be solely responsible for any cost and expense for the construction, reconstruction, maintenance and repair of all access and utility improvements within the Easement Area. Grantee shall keep and maintain the Easement Area in a safe and sound condition in compliance with all applicable laws, ordinances, rules and regulations, of which Grantee has the sole and exclusive responsibility for informing itself.
4. Reservation of Rights. Grantor reserves for itself, its successors and assigns, the full use of the Easement Area insofar as said use is not inconstant with the grant of this Easement Agreement.

5. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.
6. Modification. No modification of this Easement Agreement shall be binding upon Grantor or Grantee unless set forth in writing and executed by Grantor and Grantee.
7. Severability. If any provision of this Easement Agreement shall be or become invalid or unenforceable, then this Easement Agreement shall be divisible as to such provision, and the remainder of the Easement Agreement shall remain valid and enforceable as though such provision were not included herein.
8. Successors and Assigns. The rights and obligation of the parties set forth herein shall be binding upon, and shall insure to the benefit of, each of them, and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Non-Exclusive Permanent Access and Utility Easement as of the day and year first written above.

GRANTOR:

CITY OF BRUNSWICK

By: _____
Carl S. DeForest, City Manager

GRANTEE:

SANCTUS, LLC, a Delaware limited liability
company

By: _____
Frank P. Biller, its Manager

NOTARY ON FOLLOWING PAGE

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor by Carl S. DeForest, City Manager of the City of Brunswick, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantee by Frank P. Biller, its Manager, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

This Instrument Prepared By:
L'Hommedieu & McGrievy, LLC
100 North Main Street, Suite 350
Chagrin Falls, Ohio 44022
Mark P. McGrievy, Esq.
(216) 635-0002.

EXHIBIT "A"

EASEMENT AREA LEGAL DESCRIPTION

EASEMENT "A"
60' PERMANENT ACCESS and UTILITY EASEMENT

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Lot Number 6, Tract 1, and also being part of land conveyed to the City of Brunswick by Deed Volume 307, Page 250 of the Medina County Recorder's Records as Recorded in December 21, 1963 and further described as follows:

Beginning at a point on the easterly right-of-way of Pearl Road (aka S.R. 42 and S.H. 25) 60' wide at the northwest corner of Sublot 131 in the Keller Allotment as Recorded in Plat Book 4, Page 42A of the Medina County Recorder's Records (MCRR), thence South $88^{\circ}00'39''$ West, a distance of 30.01 feet to a point on the centerline of said Pearl Road, thence North $00^{\circ}09'21''$ West, along said centerline, a distance of 170.79 feet to a point, said point being the northwest corner of land conveyed to Anthony M. Pilla, Bishop of the Cleveland Catholic Diocese by deed Volume 1047, Page 162 of the MCRR, the southwest corner of land conveyed to the City of Brunswick by deed Volume 307, Page 250 of the MCRR and the principle place of beginning;

Thence North $00^{\circ}09'21''$ West, continuing along said centerline, a distance of 60.00 feet to a point, said point being the northwest corner of said City of Brunswick land and the southwest corner of land conveyed to Clarence G. Issenmann, Bishop of the Cleveland Catholic Diocese by deed Volume 440, Page 882 of the MCRR;

Thence North $88^{\circ}47'39''$ East, along the southerly line of said Cleveland Catholic Diocese land, a distance of 800.00 feet to a point on the westerly line of land conveyed to Sanctus, LLC. by Document No.2017OR005943 of the MCRR (Parcel No. 003-18B-31-539);

Thence South $00^{\circ}09'21''$ East, along said Sanctus land, a distance of 100.00 feet to a point;

Thence North $64^{\circ}26'34''$ West, a distance of 88.79 feet to a point;

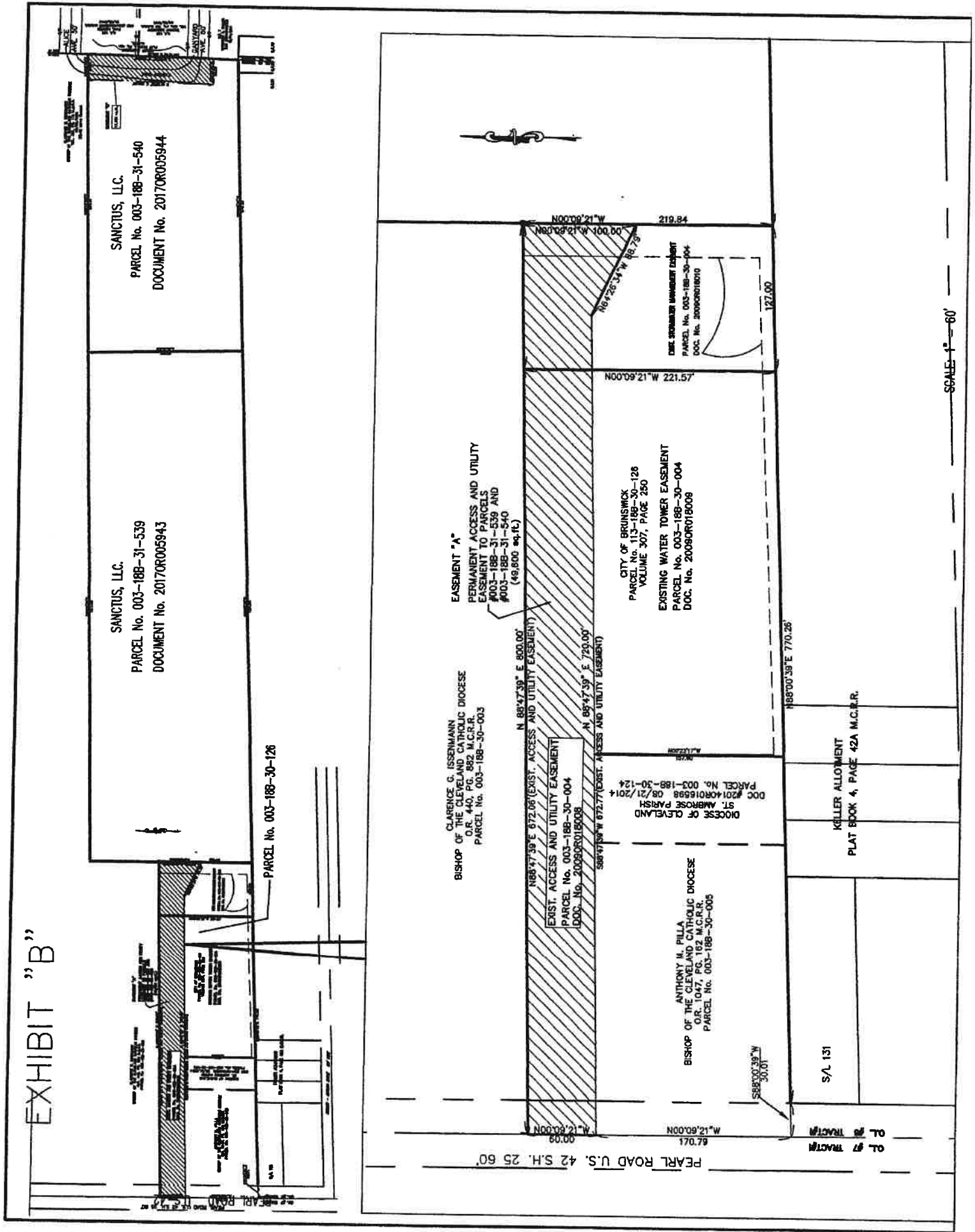
Thence South $88^{\circ}47'39''$ West, parallel and 60.00 feet southerly by perpendicular measurement from the northerly line, a distance of 720.00 feet to the principal place of beginning and containing 49,600 square feet within said easement more or less and subject to all legal highways and easements. As described by David A. Rapp in June, 2019, Professional Land Surveyor No. 7597. All iron pins set (30" of length and 5/8" in diameter) are identified by a plastic cap bearing the imprint "7597".

It is intended to describe a 60' wide strip of land providing Access and Utilities to (Parcel No. 003-18B-31-539 and Parcel No. 003-18B-31-540)

EXHIBIT “B”

EASEMENT AREA DEPICTION

EXHIBIT "B"



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 56-19

BY: Mr. Delsanter, Mr. Hanek and Rodriguez

A RESOLUTION GRANTING A NON-EXCLUSIVE PERMANENT ACCESS
AND UTILITY EASEMENT TO SANCTUS, LLC.

WHEREAS: Sanctus, LLC has requested a non-exclusive permanent access and utility easement over property owned by the City known as PPN 003-18B-30-126 located at 957 Pearl Road to allow for the development of PPNs 003-18B-31-539 and 003-18B-31-540 as a senior living facility.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City of Brunswick hereby grants a non-exclusive permanent access and utility easement, upon approval of the Law Director, to Sanctus, LLC in the form as attached hereto as Exhibit "A".

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____
2nd Reading _____
3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 9/9/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 57-19** - A resolution accepting a non-exclusive permanent access and utility easement from Sanctus. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: City Council approved the rezoning parcel 003-18B-31-539 and parcel 003-18B-31-540 to a Special Planning District-5 for the development of a senior living facility focused on assisted and memory care consisting of approximately 16.2516 acres; Ord 13-19 passed 2/25/19.

PURPOSE AND EXPLANATION: The easement is to allow a non-exclusive permanent access and utility easement for the development of land in Special Planning District-5 on the eastern part of the property; the developer is seeking to construct a senior living facility with assistant and memory care units. Rear access to the development will be gated for emergency only access.

IMPLEMENTATION SCHEDULE: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

**ADDITIONAL
INFORMATION:**

NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT

THIS NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT (this "Easement Agreement") is made this ____ day of _____, 2019, by Sanctus, LLC, a Delaware limited liability company ("Grantor") in favor of the City of Brunswick, a political subdivision of the State of Ohio (the "Grantee").

Recitals:

WHEREAS, Grantor is the owner of certain property located in the City of Brunswick, County of Medina, State of Ohio, and being identified as Medina County Permanent Parcel Number 003-18B-31-540 and more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("Grantor's Land");

WHEREAS, Grantee has requested of Grantor a non-exclusive permanent access and utility easement in, under, over, upon and across certain property owned by the Grantor as described in this Easement Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants Grantee, and its successors and assigns, a non-exclusive permanent access and utility easement and right for ingress and egress in, under, over, upon and across the Easement Area (as defined herein), as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities within the Easement Area upon the following terms and conditions.

1. **Easement Area.** The easement area granted by Grantor to Grantee herein is limited to the area of land legally described in **Exhibit "B"**, attached hereto and made a part hereof, and depicted on the diagram attached as **Exhibit "C"**, attached hereto and made a part hereof (the "Easement Area").
2. **Purposes.** Grantee may have a permanent access and utility easement and right for ingress and egress in, under, over, upon and across the Easement Area, as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities within the Easement Area.
3. **Maintenance.** Grantor shall keep and maintain the Easement Area in a safe and sound condition in compliance with all applicable laws, ordinances, rules and regulations, of which Grantor has the sole and exclusive responsibility for informing itself. Grantee shall be solely responsible for any cost and expense for the construction, reconstruction, modification, implementation, maintenance, hook-up, operation and/or removal of any utilities in the Easement Area and shall be solely responsible for any cost and expense to restore the Easement Area resultant therefrom.
4. **Reservation of Rights.** Grantor reserves for itself, its successors and assigns, the full use of the Easement Area insofar as said use is not inconstant with the grant of this Easement Agreement.

5. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.
6. Modification. No modification of this Easement Agreement shall be binding upon Grantor or Grantee unless set forth in writing and executed by Grantor and Grantee.
7. Severability. If any provision of this Easement Agreement shall be or become invalid or unenforceable, then this Easement Agreement shall be divisible as to such provision, and the remainder of the Easement Agreement shall remain valid and enforceable as though such provision were not included herein.
8. Successors and Assigns. The rights and obligation of the parties set forth herein shall be binding upon, and shall inure to the benefit of, each of them, and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Non-Exclusive Permanent Access and Utility Easement as of the day and year first written above.

GRANTOR:

SANCTUS, LLC, a Delaware limited liability company

By: _____
Frank P. Biller, its Manager

GRANTEE:

CITY OF BRUNSWICK

By: _____
Carl S. DeForest, City Manager

NOTARY ON FOLLOWING PAGE

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor by Frank Biller, its Manager, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantee by Carl S. DeForest, its City Manager, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

This Instrument Prepared By:
Meyers, Roman, Friedberg & Lewis, LPA
28601 Chagrin Blvd., Suite 600
Cleveland, Ohio 44122
Bryan J. Dardis, Esq.

EXHIBIT "A"

GRANTORS LAND

Legal Description

PARCEL #2

(For the City of Brunswick)

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Lot Number 6, Tract 1, and also being part of a record 19.1700 acre parcel of land conveyed to the City of Brunswick by deed recorded on December 21, 1963 in Deed Volume 307, Page 250 of Medina County Recorder's Records and further bounded and described as follows:

Beginning at a point on the Easterly Right-of-Way line of Pearl Road - S.R. 42, S.H. 25 (60 feet wide) and the Northwest corner of Sublot Number 131 in the Keller Allotment as recorded in Plat Book 4, Page 42A of Medina County Recorder's Records, said point being 0.80 feet South of a 5/8" Iron Pin (capped #4793) found and North 00°09'21" West, a distance of 154.00 feet from the intersection of the Easterly Right-of-Way line of Pearl Road with the Original Northerly Right-of-Way line of Keller-Hanna Drive (50 feet wide), and the Southwest corner of Sublot Number 130 of said Keller Allotment;

Thence North 88°00'39" East, along the Northerly line of said Sublot Number 131 and its Easterly prolongation thereof, being the Northerly line of said Keller Allotment, a distance of 1,991.32 feet to a 5/8" Iron Pin set and the Principal Place of Beginning of the Premises herein intended to be described;

Course No. 1: Thence North 01°12'21" West, a distance of 368.09 feet to a 5/8" iron pin set on the Southerly line of a 23.42 acres parcel of land as conveyed to Clarence G. Issenmann, Bishop of the Cleveland Catholic Diocese by deed recorded on March 08, 1965 in Deed Volume 321, Page 173 of Medina County Recorder's Records;

Course No. 2: Thence North 88°47'39" East, along said Southerly line of Clarence G. Issenmann, Bishop of the Cleveland Catholic Diocese's land, a distance of 694.91 feet to a 5/8" iron pin set at the Southeasterly corner thereof on the Westerly line of Sublot #135 of said Keller Allotment;

Course No. 3: Thence South 01°18'08" West, along said Westerly line of Sublot #135 and the Westerly line of Sublot #139, Westerly terminus of Ganyard Avenue (50 feet wide) and Westerly line of Sublot #7, all of said Keller Allotment, a distance of 359.15 feet to a 5/8" iron pin set at the Southwesterly corner of said Sublot #7 on the Northerly line of Sublot #80 of said Keller Allotment;

Course No. 4: Thence South 88°00'39" West, along said Northerly line of Keller Allotment, a distance of 679.25 feet to the Principal Place of Beginning and containing 5.7316 acres (249,669 sq.ft.) of land as calculated and described in accordance with a survey by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in February, 2017, be the same more or less but subject to all legal highways.

Basis of Bearings for this legal is North 88°00'39" East as the Original Northerly Right-of-Way line of Keller-Hanna Drive (50 feet wide) as per Keller Allotment Plat Book 4, Page 42A of Medina County Recorder's Records as evidenced by monumentation found and is the same as calculated and reproduced from the Ohio State Plane Coordinates System Ohio North Zone (3401) by ties to the O.D.O.T. Network using Station GARF and are used to indicate angles only.

Iron Pins set are 5/8" x 30" (w/yellow cap "Donald F. Sheehy S- 7849").

PPN: 003-18B-31-540

File #16409 Pearl Rd – Parcel #2
February 17, 2017 (jaw)



A handwritten signature in black ink, appearing to read "Donald F. Sheehy", written over a horizontal line.

3.7.2017

EXHIBIT "B"

EASEMENT AREA LEGAL DESCRIPTION

EASEMENT "B"
60' PERMANENT ACCESS and UTILITY EASEMENT

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Lot Number 6, Tract 1, and also being part of land conveyed to Sanctus, LLC. (Parcel No. 003-18B-31-540) by Document No. 2017OR005944 of the Medina County Recorder's Records (MCRR) and further described as follows:

Beginning at a 5/8" iron pin found at the northeast corner of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land, said point being on the westerly line of Sublot 135 in the Keller Allotment as Recorded in Plat Book 4, Page 42A of the Medina County Recorder's Records (MCRR), thence South 01°18'08" West, along said westerly line of Keller Allotment, a distance of 300.00 feet to a point on the westerly line of Sublot 7 as conveyed to Margaret R. Waller by Document No. 2014OR020631 of the MCRR;

Thence South 88°47'39" West, parallel to the north line of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land, a distance of 60.00 feet to a point;

Thence North 01°18'08" East, parallel to the westerly line of said Keller Allotment, a distance of 300.00 feet to a point on the northerly line of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land;

Thence North 88°47'39" East, along the northerly line of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land, a distance of 60.00 feet to the principal place of beginning and containing 17,991 square feet within said easement more or less and subject to all legal highways and easements. As described by David A. Rapp in June, 2019, Professional Land Surveyor No. 7597. All iron pins set (30" of length and 5/8" in diameter) are identified by a plastic cap bearing the imprint "7597".

It is intended to describe a 60' wide strip of land providing Access and Utilities to (Parcel No. 003-18B-31-539 and Parcel No. 003-18B-31-540).

EXHIBIT “C”

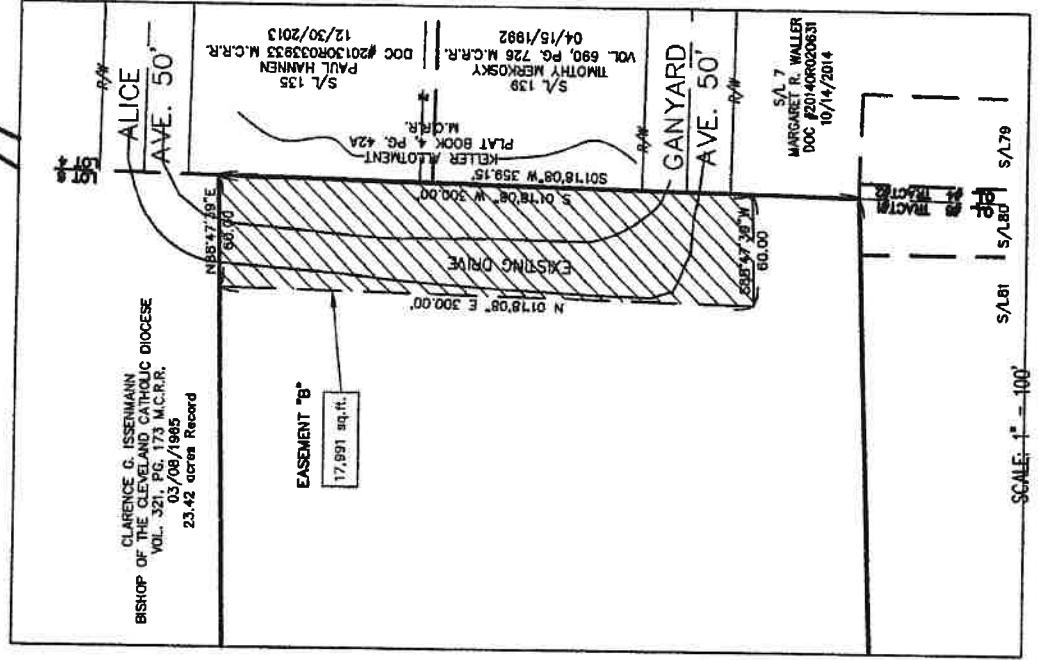
EASEMENT AREA DEPICTION

EXHIBIT "B"

SANCTUS, LLC.
PARCEL No. 003-188-31-539
DOCUMENT No. 20170R005943

SANCTUS, LLC.
PARCEL No. 003-188-31-540
DOCUMENT No. 20170R005944

PARCEL No. 003-188-30-126



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 57-19

BY: Mr. Delsanter, Mr. Hanek and Mrs. Rodriguez

A RESOLUTION ACCEPTING A NON-EXCLUSIVE PERMANENT ACCESS
AND UTILITY EASEMENT FROM SANCTUS.

WHEREAS: As part of the development of PPNs 003-18B-31-539 and 003-18B-31-540 as a senior living facility, the City requires and access and utility easement thereover.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City of Brunswick hereby accepts the non-exclusive permanent access and utility easement, upon approval of the Law Director, Sanctus, LLC in the form as attached hereto as Exhibit "A".

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC