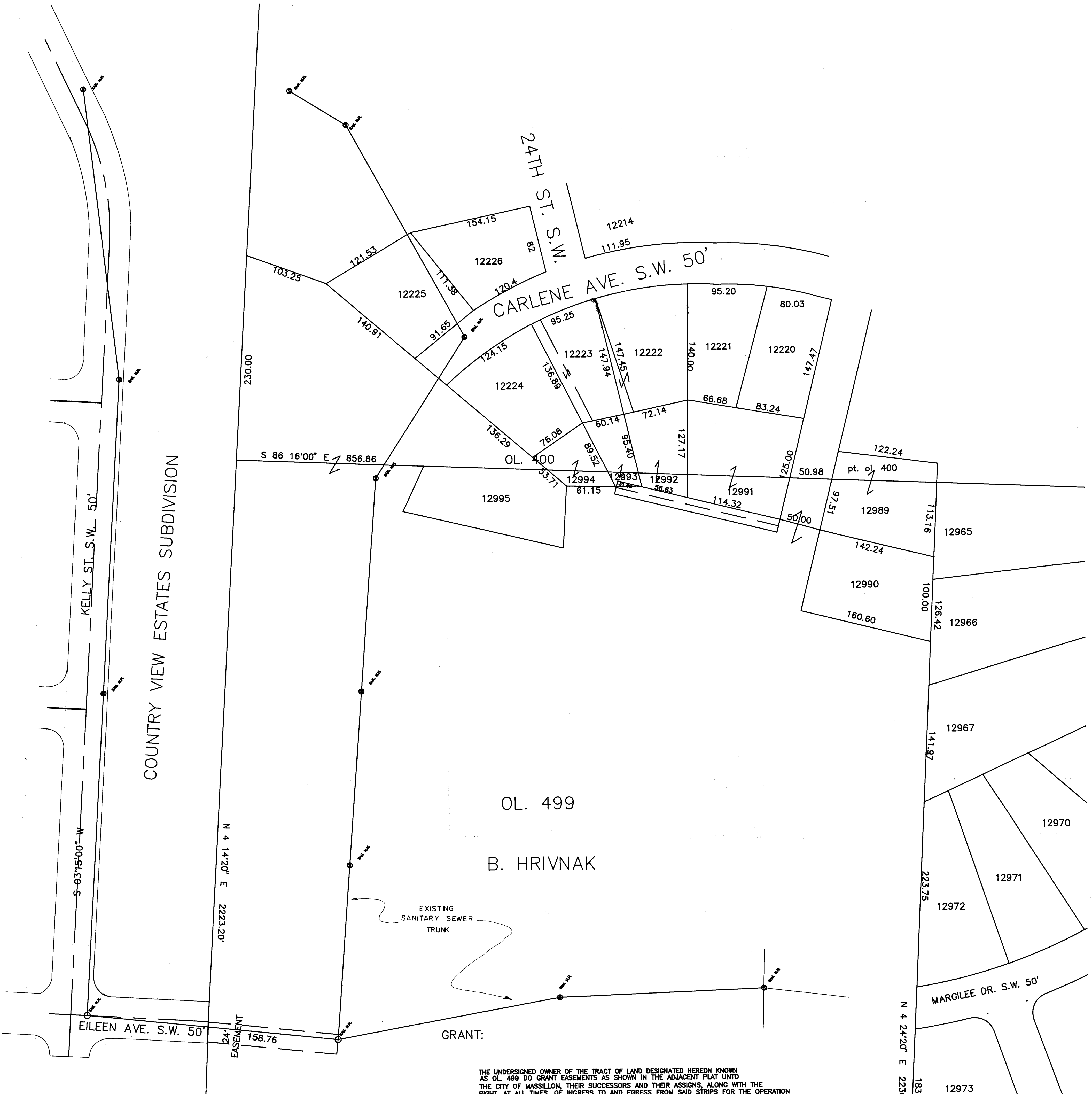




CITY OF MASSILLON

I HEREBY CERTIFY THE ADJACENT PLAT TO BE A CORRECT PLAT OF THE PERMANENT AND TEMPORARY EASEMENT FOR SANITARY SEWER WITH NECESSARY APPURTENANCES.

Robert F. Wagoner
ROBERT F. WAGONER
CITY ENGINEER

COUNTY RECORDER

RECEIVED FOR RECORD THIS 11th DAY OF March 1994.

RECORDED IN VOL 59 PAGE 107 THIS 11th DAY OF March 1994.

Fee \$43.20

Jane Higgins
COUNTY RECORDER

COUNTY AUDITOR

TRANSFER NOT NECESSARY March 10 1994.

Janet W. Crighton
COUNTY AUDITOR
Patricia J. Galt
Deputy Auditor

GRANT:

THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESIGNATED HEREON KNOWN AS OL. 499 DO GRANT EASEMENTS AS SHOWN IN THE ADJACENT PLAT UNTO THE CITY OF MASSILLON, THEIR SUCCESSORS AND THEIR ASSIGNS, ALONG WITH THE RIGHT, AT ALL TIMES, OF INGRESS TO AND EGRESS FROM SAID STRIPS FOR THE OPERATION OF APPARATUS, APPLIANCES AND EQUIPMENT FOR ANY OF THE PURPOSES HEREIN SPECIFIED, THE RIGHT TO CLEAR SAID STRIP UPON LAND OF THE UNDERSIGNED, AND THE RIGHT TO CARRY IN SAID UNDERGROUND UTILITY SYSTEMS AND FACILITIES AS THE CITY DEEMS PROPER. THE CITY, AT THEIR OWN EXPENSE, SHALL RESTORE ALL DISTURBED AREAS TO AS REASONABLE A CONDITION AS POSSIBLE TO THE CONDITION PRIOR TO ANY CONSTRUCTION.

THE CITY OF MASSILLON SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER OF SAID PROPERTY, THEIR SUCCESSOR AND ASSIGNS, FROM ALL DAMAGES TO SAID PROPERTY AND FROM ALL CLAIMS AND CAUSES OF ACTIONS FOR PERSONAL INJURY AND DAMAGES ASSERTED AGAINST THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, BY REASON OF ANY NEGLIGENCE IN THE CONSTRUCTION OF, AND MAINTENANCE OF SAID EQUIPMENT UPON SAID PREMISES. *and/or easement

THE UNDERSIGNED MAY USE THE SURFACE OF SAID STRIPS PROVIDED SUCH DOES NOT INTERFERE WITH THE CITY'S USE OF SAID EASEMENTS.
CITY OF MASSILLON:

Betty J. Hrivnak
BETTY J. HRIVNAK
OWNER

Alan W. Climer
ALAN W. CLIMER
SAFETY & SERVICE DIRECTOR

ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF STARK ss:
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, DID PERSONALLY APPEAR BETTY J. HRIVNAK WHO ACKNOWLEDGED THE SIGNING OF THIS PLAT TO BE HIS OR HER OWN FREE ACT AND DEED ACCORDING TO LAW. IN TESTIMONY WHEREOF, I HERETO SET MY HAND AND SEAL THIS 3RD DAY OF MARCH 1994.

Todd H. Bentzel
WITNESS

Shirley Wilhem
WITNESS

Mary Lou Reed
WITNESS

Patti S. Slabaugh
WITNESS

Todd H. Bentzel
NOTARY PUBLIC

MY COMMISSION EXPIRES 11/1/94
1100 H. BEITZEL, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147-49-01

CITY OF MASSILLON, OHIO	
MAP OF THE PROPERTY OF B. HRIVNAK INCLUDING SANITARY SEWER EASEMENTS WITH THE CITY OF MASSILLON	
DR. BY S. HAMIT, G.A. McCUE	
CITY ENGINEER ROBERT F. WAGONER	
SCALE 1"=60'	DATE 1/26/94
FILE 842	ACC. NO. 73225

AGREEMENT

This agreement, entered into this 3RD day of MARCH, 1994, by and between the City of Massillon, OH, a municipal corporation herein referred to as "City", their successors and their assigns, and Mrs. Betty Hrivnak, herein referred to as "Grantor".

Whereas the "Grantor" agrees to the following for the sum of \$400.00 for a Sanitary Sewer Easement on, in or through O.L. 499:

1. The "Grantor" accepts this as full and final compensation for said easement.
2. The "Grantor" gives the "City" the right at all times, of ingress to and egress from said easement for the operation of apparatus, appliances and equipment for any purposes herein specified, the right to clear said easement upon land of the "Grantor", and the right to use in said underground utility system and facilities as the "City" deems proper. The "City", at their own expense, shall restore all disturbed area to as reasonably a condition as possible to the condition prior to any construction.
3. The "City" shall indemnify and save harmless the "Grantor" of said property, her successors and assigns, from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against the "Grantor", her successors and assigns, by any reason of any negligence in the construction of and maintenance of said equipment upon said premises.
4. The "City" will see that the sanitary sewer ditch at, through or on said Out Lot is properly leveled off and maintained as to support any type of equipment the "Grantor" may deem fit to operate on or through said Out Lot.

*and/or easement

ATTEST:

Mary Ann Coyne
Patti S. Slabough

CITY OF MASSILLON:

By: Alan W. Climer
Alan W. Climer, Director of
Public Safety & Service

ATTEST:

Todd H. Bentzel
Nichelle Wilhelm

Betty Hrivnak
Betty Hrivnak, owner of O.L. 499

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DESCP	
C-REF	
COMPD	

05-00032 60 (3) 1

ACKNOWLEDGEMENT:

State of Ohio
County of Stark ss:

Before me a Notary Public in and for said County, did personally appear Betty Hrivnak & Alan W. Chmer who acknowledged the signing of this plat to be his or her own free act and deed according to law. In testimony whereof, I hereunto set my hand and seal this 10th day of March, 1994.

Mary Ann Coyne
Notary Public

MARY ANN COYNE
Notary Public, State of Ohio
My Commission Expires
April 13, 1995

THIS INSTRUMENT WAS
PREPARED BY

City Law Director

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER

94 MAR 11 PM 2:53

FEE

14-