

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
LICENSE AGREEMENT TO PERMIT THE INSTALLATION OF PAVEMENT
AT 7574 WOODLAND AVENUE, HUDSON, OHIO 44236.

WHEREAS, this Council desires to enter into a License Agreement with Andrew Kalnitsky, Gold Key Builders (“Licensee”) for installation of a residential driveway and patio to be constructed within the limits of a City-held storm water and utility easement on the Licensee’s premises at 7574 Woodland Avenue in the City where the easement rights would not otherwise permit such installation.

NOW, THEREFORE, BE IT RESOLVED by the Council of Hudson, Summit County, State of Ohio, that:

Section 1. The City Manager is authorized to execute a License Agreement with Andrew Kalnitsky, Gold Key Builders, for the use of land within a certain City-held easement for installation of a residential driveway and patio. The License Agreement shall be substantially in the form as is set forth in the License Agreement attached to this Resolution as “Exhibit A” – with any changes approved by the City Manager and determined by the City Solicitor to be consistent with the intent of this Resolution and not materially adverse to the City.

Section 2. This Council finds and determines that the land area permitted to be used by the License Agreement will not interfere with the City of Hudson’s use of the easement at this time.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED:

Craig A. Shubert, Mayor

ATTEST:

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Resolution No. 20-87 was duly passed by the Council of said Municipality on _____, 2020.

Elizabeth Slagle, Clerk of Council

“EXHIBIT A” – Resolution No. 20-87

LICENSE AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2020, by and between City of Hudson, an Ohio municipal corporation (“Grantor”) and Andrew Kalnitsky, Gold Key Builders, (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of an easement upon certain land situated in the City of Hudson, Summit County, Ohio which easement is partially upon Grantees’ property as shown on Exhibit A attached hereto and incorporated herein (hereinafter the easement is referred to as the “Easement Premises”); Grantees’ property is designated as Permanent Parcel No. 3010243 and is more fully described in the legal description attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Grantor desires to grant to Grantees a non-exclusive license to construct, erect and maintain a driveway and patio upon the Easement Premises, as depicted in Exhibit A, for a residential purpose of the grantees; and

WHEREAS, the City Engineer has determined that the proposed improvements are not likely to interfere with the purposes of the Easement Premises.

NOW, THEREFORE, in the consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to the full satisfaction of Grantor and in further consideration of the covenants, promises and agreements set forth herein, the parties agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Grantor does hereby grant to Grantees a non-exclusive license (the “License”) of ingress and egress, over and across that portion of the Premises outlined in Exhibit A for the purpose of using, constructing, installing, maintaining, and repairing a driveway and patio.

2. The License will commence on the date first written above and shall terminate automatically upon the date Grantees voluntarily abandon or remove the improvements, whichever occurs first. Prior to such automatic termination, either Grantor or Grantees may terminate this Agreement effective upon thirty (30) days written notice to the other party. Upon termination of the License, Grantees' right to use the Easement Premises for the improvements purpose stated herein shall cease.

3. Grantees shall not be permitted to commit any waste or use the Easement Premises for purposes that interfere with the purposes of the easement or conflict with the ordinances of the City; and in the event the improvements may need to be removed, either permanently or temporarily, for purposes of use of the easement, Grantees shall be responsible for such removal and replacement or re-installation, if any, and shall bear the cost thereof. Upon written request by Grantors, Grantees shall, at their own expense, temporarily remove specified sections of the improvements for the purpose of access and use of the easement.

4. Grantees shall, at their own expense, repair and maintain the improvements in a good, safe, and clean manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at Grantees' sole cost of expense.

5. Grantees shall indemnify, defend and hold Grantor, its successors, representatives and assigns, harmless from and against all actions, claims, damages, liabilities, expenses, judgements and liens including, but not limited to, reasonable attorney's fees occurring or arising by reason of use of the License by Grantees or their agents, employees, invitees or contractors arising in connection with or attributable to the use, construction, installation, maintenance, inspection, repair or replacement of the improvements. Grantees shall be solely responsible for any and all warnings to invitees of any and all hazardous, dangerous or potentially harmful conditions.

6. This Agreement may be assigned by Grantees with the written consent of the Grantor.

7. The License granted herein is subject to all restrictions, conditions, reservations, limitations, covenants, rights of way and easements of record.

8. The License granted herein is subject to any regulations or restrictions in the Codified Ordinances of the City, or to any variance granted therefrom by the proper City authority.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____, Ohio as of the date first above written.

The remainder of this page is intentionally left blank with signatures to follow on the next two (2) pages.

Signed and Acknowledged in the

“Grantor”

presence of:

City of Hudson, an Ohio municipal corporation

Witness:

By: _____

Jane Howington, City Manager

Printed Name: _____

STATE OF OHIO)

) SS:

COUNTY OF SUMMIT)

BEFORE ME, a notary public in and for said county and state, personally appeared **Jane Howington** as City Manager of the City of Hudson, an Ohio municipal corporation, who did acknowledge that he/she did sign the foregoing instrument and that the same was the free act and deed of the City of Hudson, an Ohio municipal corporation and his free act and deed as an authorized official of the City of Hudson, an Ohio municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public

Signed and Acknowledged in the

“Grantees”

presence of:

Witness:

Andrew Kalnitsky, Gold Key Builders

Printed Name: _____

STATE OF OHIO)

) SS:

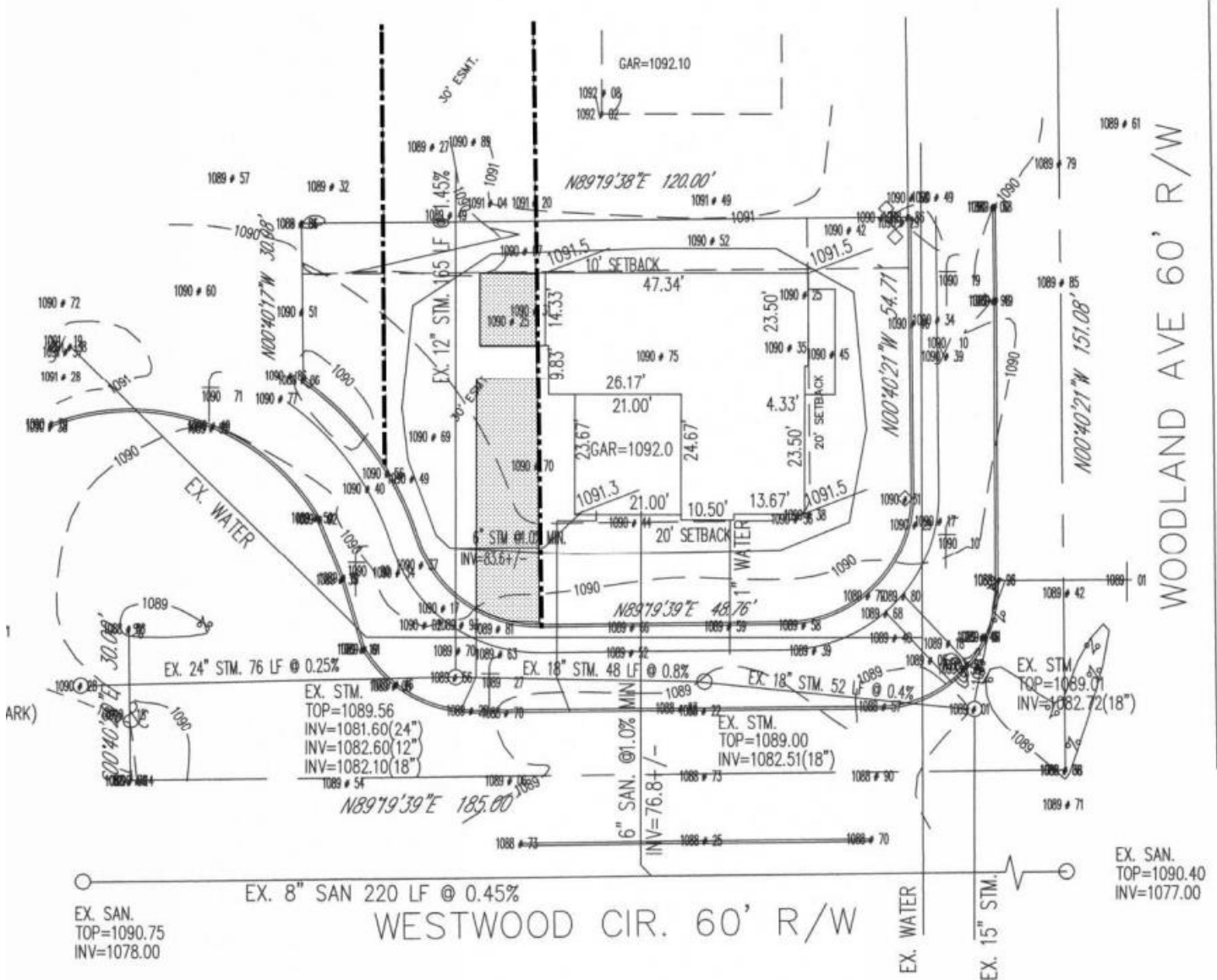
COUNTY OF SUMMIT)

BEFORE ME, a notary public in and for said county and state, personally appeared **Andrew Kalnitsky, Gold Key Builders**, who did acknowledge that they did sign the foregoing instrument and that the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public

EXHIBIT A



Area of Driveway and Patio Encroachment

Easement Boundary

EXHIBIT B

Situated in the City of Hudson, County of Summit and State of Ohio: And known as being Part of Lot #87 Hudson Township, and further described as follows: Beginning at a point in the north line of Lot #87 and in the center of the Middleton Road S.89° W. 440 feet from the northeast corner of said Lot; Thence S. 0° 50' E. 996.97 feet on a line parallel to the east line of the Lot to an iron pin; Thence S. 89° 43' 30" W. 550 feet to an iron pin; Thence N. 0° 50' W. 990 feet on a line parallel to the east line of the Lot to a point in the road center, and passing to the east line of the Lot to a point in the road center, and passing over an iron pin at 30' from said point; Thence N. 89° E. 550 feet along the north line of the Lot and road center to the beginning; and containing 12.5442 acres of land; be the same more or less, but subject to all legal highways. Surveyed March 23, 1951 by Walter J. Stockman. This legal description includes Sublots 1 through 19, Block A, Parcel A and Parcel B as set forth on the plat of the Woodland Estates Subdivision recorded in the Summit County Records, but excepting from this legal description all street and road rights-of-way, as well as excepting therefrom the following:

Situated in the City of Hudson, County of Summit and State of Ohio: Further described as follows: Beginning at the Northeast corner of Lot No. 4 in Lee Way Acres, Part I, as recorded in Plat Book 50, Page 52, Summit County records of plats; Thence North 89° 10' East 6 ft. to a point; Thence South 0° 50' East 205 ft. to a point; Thence South 89° 43' 30" West 6 ft. to a point; Thence North 0° 50' West 205 feet to the place of beginning.

