

ORDINANCE NO. 19-14**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FOUR (4) MISCELLANEOUS EASEMENTS FOR VARIOUS CITY PROJECTS.****BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized to accept two (2) Perpetual Highway Easements and R-O-W, one (1) Temporary Easement and one (1) Storm Sewer and Drainage Easement for various city projects.
- SEC. 2:** That the Easement for 800 Lafayette Road, Permanent Parcel No. 028-19C-08-130, part of Medina City Lot 8884, is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Easement for 200 Highland Drive, Permanent Parcel No. 028-19A-13-122, part of Medina City Lot 962, is marked Exhibit B, attached hereto and incorporated herein.
- SEC. 4:** That the Easement for Permanent Parcel No. 028-19B-06-022, part of Medina City Lot 2680, is marked Exhibit C, attached hereto and incorporated herein.
- SEC. 5:** That the Temporary Easement for Permanent Parcel No. 028-19C-03-021, part of Medina City Lot 8569, is marked Exhibit D, attached hereto and incorporated herein.
- SEC. 6:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance 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 meetings open to the public, in compliance with the law.
- SEC. 7:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: February 10, 2014

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: February 11, 2014

SIGNED: Dennis Hanwell
Mayor

OED. 19-14
Exhibit A

Perpetual Highway Easement and Right of Way

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (NINETY NINE and 40/100) Dollar (\$99.40) and other good and valuable consideration recited herein given to SB ONE LLC hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual right-of-way and easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing ROADWAY PAVEMENT, SIDEWALK, UTILITIES AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio, also known as being part of Medina City Lot 8884 and part of a parcel conveyed to SB One LLC as recorded on September 3, 2010 in Document No. 2010OR017447 of the Medina County Recorder's Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Lafayette Road (60 feet) with the centerline of Ryan Road (60 feet), also being the Northeast corner of said City Lot 8884; thence, South 65° 24' 16" West, a distance of 32.96 feet to a point on the centerline of said Lafayette Road; thence, South 00° 08' 38" East, a distance of 32.96 feet to a point at the intersection of the South right of way line of said Lafayette Road and West right of way line of said Ryan Road, said point being the TRUE PLACE OF BEGINNING for the following described parcel:

Thence South 00° 08' 38" East, continuing along the West right of way line of said Ryan Road, a distance of 24.85 feet to a point;

Thence along the arc of a curve to the left, said curve has a radius of 16.00 feet, a delta of 114° 27' 06", a chord length of 26.91 feet; a chord bearing of North 57° 22' 11" West, and an arc length of 31.95 feet to a point;

Thence, North 65° 24' 16" East, along the North right of way line of said Lafayette Road, a distance of 24.85 feet to the PLACE OF BEGINNING, containing 0.0033 acres (141.9401 square feet) of land, more or less, but subject to all legal highways and easements of record, as determined from a survey made under the direction of Joseph A. Burgoon, Registered Surveyor No. 8325, August 2013, for and on behalf of Lewis Land Professionals, Inc.

The BASIS OF BEARING for this description is assumed and used to denote angles only.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of ROADWAY PAVEMENT, SIDEWALK, UTILITIES AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 800 Lafayette Road, Permanent Parcel No. 028-19C-08-130, Medina City Lot Nos. 8884 with the necessary equipment to remove vegetation and brush as necessary to allow for the proposed grading for the pavement and sidewalk installation; to install pavement and sidewalk; to install storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 800 Lafayette Road, Permanent Parcel No. 028-19C-08-130, Medina City Lot Nos. 8884 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Instrument this 30th day of DECEMBER, 2013.

Grantor:

Signature: [Handwritten Signature]

Print Name: SCOTT E. BOHMAN

Title: OWNER

Company: SB One LLC

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Scott E. Bohman, who acknowledged that he/she/they did sign the foregoing Instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 30th day of December, 2013.

Notary Signature: [Handwritten Signature]

Print Name: Kimberly A. Walter

My Commission Expires: KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2018

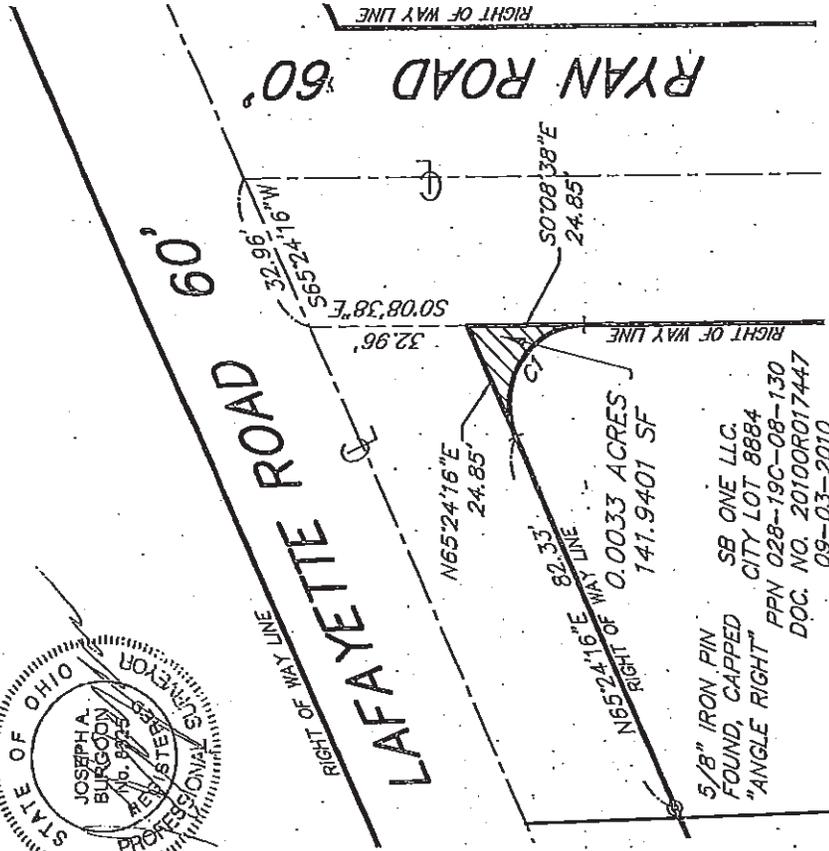
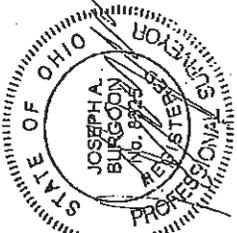
Notary Seal:

This Instrument was prepared by:
Gregory Huber, Law Director
City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

HIGHWAY EASEMENT EXHIBIT

Situated in the City of Medina, County of Medina, and State of Ohio, and known as being part of City Lot 8884.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	31.96'	16.00'	114°27'06"	N57°22'11"W	26.91'



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

The BASIS OF BEARING for this survey is ASSUMED and used to denote angles only.



Lewis Land Professionals, Inc.

Civil Engineering & Surveying
8691 Wadsworth Rd. Suite 100 Wadsworth, Ohio 44281
Phone: (330) 335-8232 Fax: (330) 335-0242
www.lewislandprosinc.com

Date of Easement: August 2013

PROJ. No. 13-150 DRAWING NAME 13-150.dwg

5/8" IRON PIN FOUND, CAPPED "ANGLE RIGHT"
PPN 028-19C-08-130
DOC. NO. 20100R017447
09-03-2010

SB ONE LLC
CITY LOT 8884

RIGHT OF WAY LINE
N65°24'16"E 82.33'
RIGHT OF 0.0033 ACRES
141.9401 SF

RIGHT OF WAY LINE

RIGHT OF WAY LINE

RYAN ROAD 60'

LAFAYETTE ROAD 60'

ORD. 19-14
Exhibit B

Perpetual Highway Easement and Right of Way

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED THIRTY ONE and 36/100) Dollars (\$131.36) and other good and valuable consideration recited herein given to BRUNSWICK HOUSING DEVELOPMENT CORPORATION hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual right-of-way and easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing ROADWAY PAVEMENT, SIDEWALK, UTILITIES AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina and State of Ohio and known as being part of Medina City Lot No. 962 as shown by the Replat of Longview Development Phase No. 1 as recorded in Plat Volume 9, Page 43 of the Medina County-Recorder's Records and is bounded and described as follows: Beginning at the northwesterly corner of Medina City Lot No. 962, as aforementioned, said point also being on the southerly right of way line of Highland Drive, 60 feet in width; thence North 89° 14' 00" East, along the southerly right of way line of Highland Drive, 10.57 feet to a point thereon and the PRINCIPAL PLACE OF BEGINNING of the easement herein to be described;

Thence North 89° 14' 00" East, continuing along the southerly right of way line of Highland Drive, 35.18 feet to an angle point thereon;

Thence South 39° 54' 53" East, along the southwesterly right of way line of Highland Drive, 35.18 feet to a point thereon;

Thence northwesterly, along the arc of a curve, deflecting to the left, 65.68 feet to the Principal Place of Beginning, said curve has a radius of 74.00 feet and a chord which bears North 65° 20' 26" West, 63.64 feet, containing 173 square feet or 0.0040 acres of land according to a survey by Guy P. Haney, Professional Surveyor No. S-7631, for TGC Engineering, LLC dated November 8, 2013.

Bearings are based on the centerline of Highland Drive, North 89° 14' 00" East, as shown by the plat recorded in Plat Volume 9, Page 43 of Medina County Recorder's Records.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of ROADWAY PAVEMENT, SIDEWALK UTILITIES AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 200 Highland Drive, Permanent Parcel No. 028-19A-13-122, Medina City Lot Nos. 962 with the necessary equipment to remove grass, vegetation and brush as necessary to allow for the proposed grading for the sidewalk installation; to install sidewalk; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 200 Highland Drive, Permanent Parcel No. 028-19A-13-122, Medina City Lot Nos. 962 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 4th day of December, 2013.

Grantor:

Signature: [Handwritten Signature]

Print Name: JAMES A. SIDES, Agent for Brunswick Housing Development Corp

Title: _____

Company: Brunswick Housing Development Corporation

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, JAMES A SIDES, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 4th day of December, 2013.

Notary Signature: [Handwritten Signature]

Print Name: Mary K Frohlich

My Commission Expires: _____

MARY K. FROHLICH, Notary Public
Residence - Medina County
State Wide Jurisdiction, Ohio
My Commission Expires Oct. 18, 2012

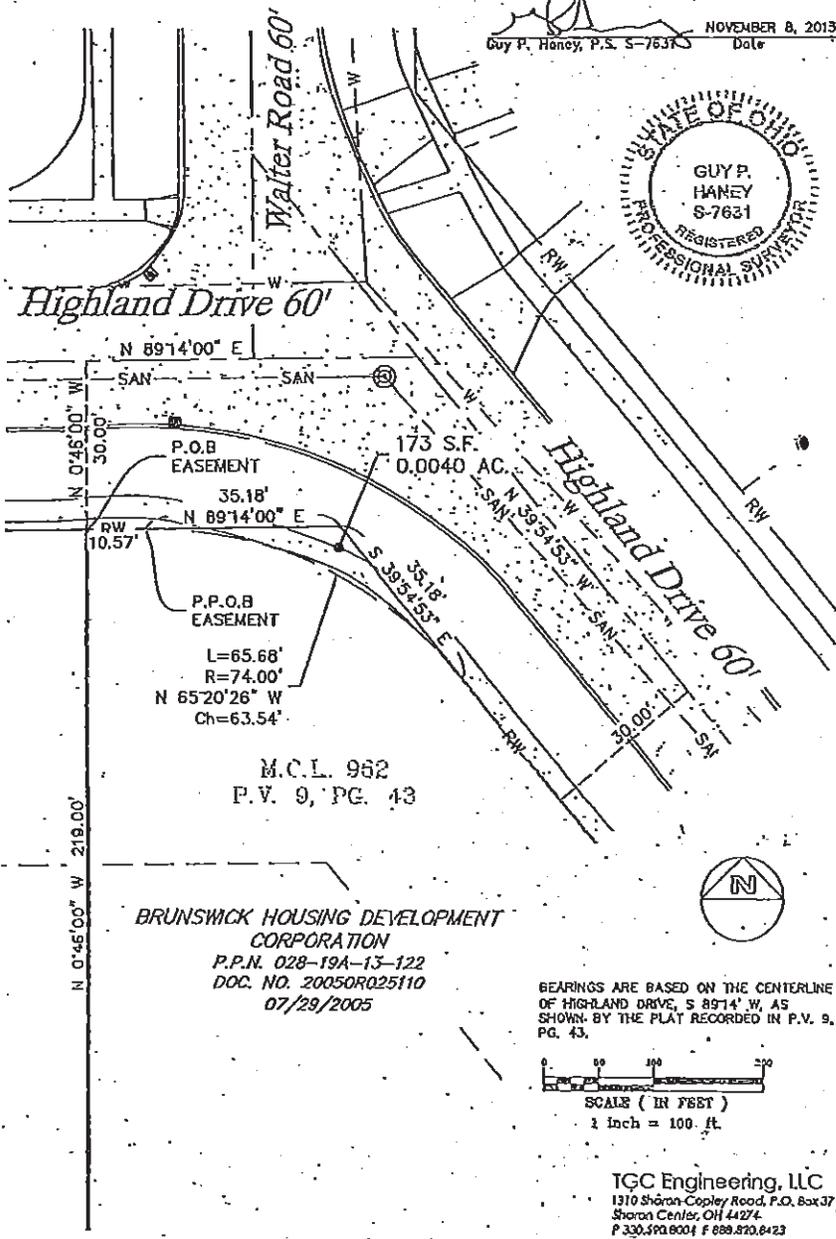
Notary Seal:

This instrument was prepared by:
Gregory Huber, Law Director
City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

SKETCH OF EASEMENT FOR
STANDARD HIGHWAY EASEMENT

CITY OF MEDINA, MEDINA COUNTY, OHIO
PART OF MEDINA CITY LOT NO. 962 AS SHOWN BY THE REPLAT OF LONGVIEW
DEVELOPMENT PHASE NO. 1 AS RECORDED IN PLAT VOLUME 9, PAGE 43 OF
MEDINA COUNTY RECORDERS RECORDS.

Guy P. Haney
Guy P. Haney, P.S. S-7631
NOVEMBER 8, 2013
Date



ORD. 19-14
Exhibit C

300
CLOVERDALE

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That In consideration of ONE HUNDRED SIXTY SEVEN and 70/100 Dollars (\$167.70) and other good and valuable consideration recited herein given to FOREST MEADOWS LAKE PARK ASSOCIATION, INC. hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 2680 being now or formerly owned by the Forest Meadows Lake Park Association, Inc. and is further bounded and described as follows:

Beginning at the intersection of the centerline of Cloverdale Avenue (60 feet) with the centerline of Hickory Grove Avenue (60 feet), also being the PLACE OF BEGINNING of the storm sewer and drainage easement herein described; thence North 02° 26' 09" West a distance of 32.06 feet to a point in the north right of way of said Hickory Grove Avenue;

Thence, continuing along the north right of way line of said Hickory Grove Avenue, along the arc of a curve to the left, said curve has a radius of 219.11 feet, a delta of 4° 35' 15", a chord length of 17.54 feet, a chord bearing of South 72° 38' 33" East, and an arc length of 17.54 feet to a point, said point also being the PRINCIPAL PLACE OF BEGINNING of the storm sewer and drainage easement herein described;

Thence North 06° 20' 54" East a distance of 81.33 feet to a point;

Thence South 83° 39' 06" East a distance of 36.00 feet to a point;

Thence South 06° 20' 54" West a distance of 83.85 feet to a point on the north right of way of said Hickory Grove Avenue;

Thence, continuing along the north right of way line of said Hickory Grove Avenue, along the arc of a curve to the right, said curve has a radius of 219.11 feet, a delta of 9° 26' 50", a chord length of 36.09 feet, a chord bearing of North 79° 39' 35" West, and an arc length of 36.13 feet to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other Improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as Permanent Parcel No. 028-19B-06-022, part of Medina City Lot 2680 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including brush, vegetation and existing storm sewer, to install the proposed storm sewer and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as Permanent Parcel No. 028-19B-06-022, part of Medina City Lot 2680 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Instrument this 23rd day of December, 2013.

Grantor: Forest Meadows Lake Park Association, Inc.

Signature: [Handwritten Signature]

Print Name: Chris M. Sawicki

Title: President

Company: Forest Meadows Lake Park Association, Inc.

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Chris M. Sawicki, who acknowledged that he/she/they did sign the foregoing Instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 23rd day of December, 2013

Notary Signature: [Handwritten Signature]

Print Name: STEFANIA S. PICCOLI

My Commission Expires: October 26, 2014

Notary Seal:

This Instrument was prepared by:
Gregory Huber, Law Director
City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

SKETCH OF EASEMENT

Part of Medina City Lot No. 2680
 Date: October, 2013
 Owner: Forest Meadows Lake Park Assn.
 Parcel Number: 028-19B-06-022

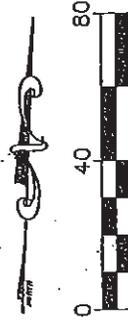
STORM SEWER EASEMENT
 GRANTED TO THE
 CITY OF MEDINA

PART OF MCL 2680
 P.N. 028-19B-06-022
 FOREST MEADOWS LAKE
 PARK ASSOCIATION, INC.

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.06'	N. 02°26'09" W

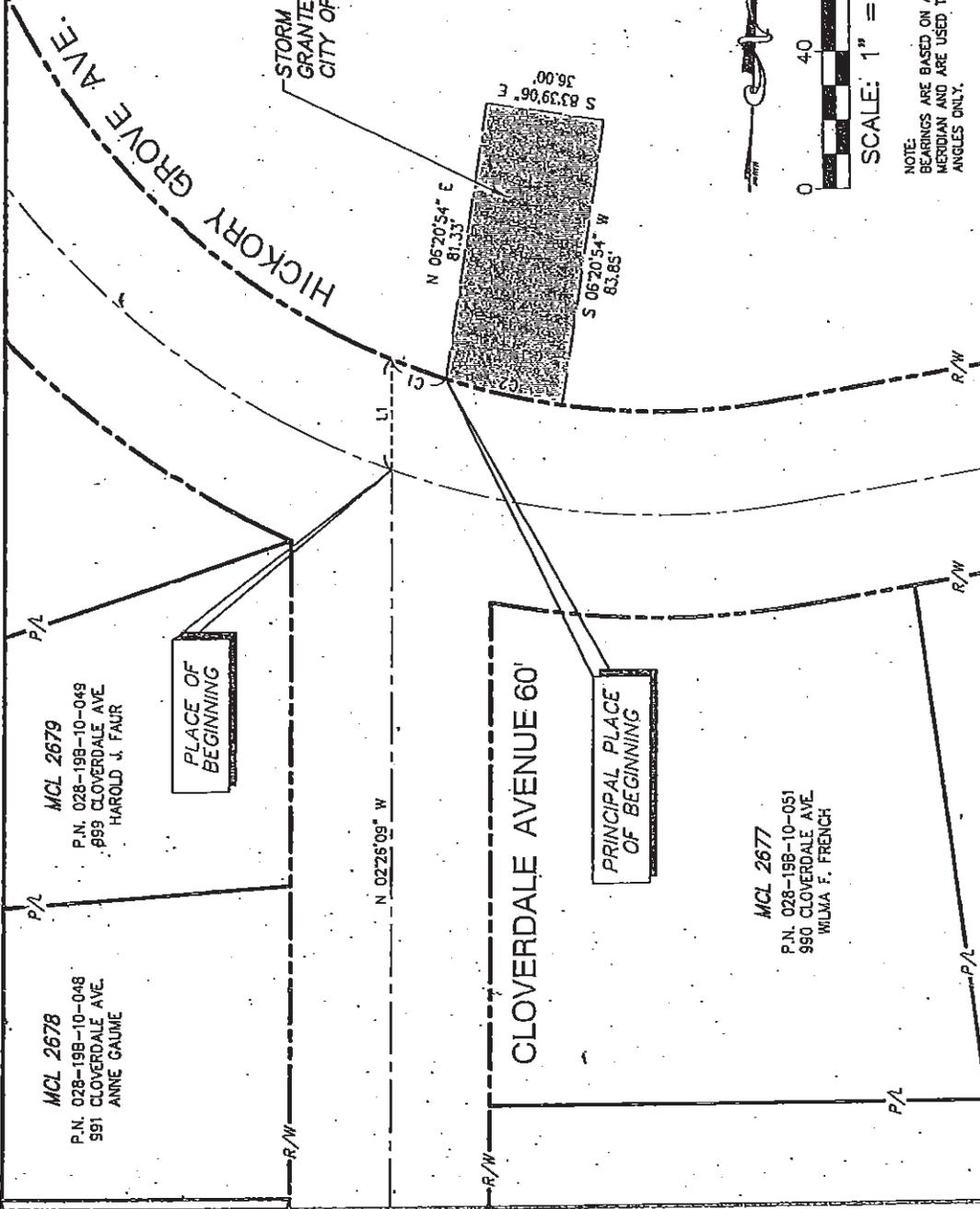
CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD
C1	219.11'	17.54'	17.54'
C2	219.11'	36.13'	36.09'

CITY OF MEDINA
 DEPARTMENT OF ENGINEERING
 132 N. ELMWOOD AVENUE
 MEDINA, OHIO 44256
 CITY JOB No. 952A



SCALE: 1" = 40'

NOTE:
 BEARINGS ARE BASED ON AN ASSUMED
 MERIDIAN AND ARE USED TO DENOTE
 ANGLES ONLY.



ORD. 19-14
Exhibit D

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: TABB Realty, LLC, a Michigan Limited Liability Company, the Grantor(s) herein, in consideration of the sum of \$300.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 9 T, T-1, T-2
MED-West Smith Road

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF Medina County Current Tax Parcel No. 028-19C-03-021; Prior Instrument Reference: Quit Claim Deed Instrument #2000OR012329, Quit Claim Deed Instrument #2000OR013092, Quit Claim Deed Instrument #2000OR013093 and Plat #2001PL000079, Medina County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors. All covenants contained within the herein-described grant of easement are released and the property shall be considered free and clear of any restriction or any right or privilege attaching to the herein-described grant of easement.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

The Grantee hereby agrees to restore the premises to as near the original condition as possible. Grading within the Temporary Construction Easement may result in a grade change.

The Grantee hereby agrees to indemnify, defend and hold Grantor, its heirs, representations, agents, employees, successors and assigns harmless from and against any and all claims and damages, including reasonable attorney's fees, resulting from any injury to persons or property either now or in the future arising from Grantee's, its guests, invitees, agents, or contractors' negligence or willful misconduct or Grantee's use of the easement herein granted, this indemnification to survive expiration of the easement.

Grantee shall obtain for itself, its agents, successors, and permitted assigns, necessary and adequate workers' compensation insurance, personal injury insurance, and property damage insurance, naming Grantor as an additional insured, with limits commensurate with the hazards and risks associated with the use of the Temporary Construction Easement Area.

IN WITNESS WHEREOF TABB Realty, LLC, a Michigan Limited Liability Company has caused its name to be subscribed by Michael J. Plotzke, its duly authorized Treasurer / CFO, and its duly authorized agent on the 8th day of October, 2013.

TABB REALTY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

Signature: 
Print Name: MICHAEL J. PLOTZKE
TREASURER / CFO

Michigan Wayne
STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 8th day of October, 2013,
before me the subscriber, a Notary Public in and for said state and county, personally came the
above named Michael J. Plotzke, who acknowledged being the
Treasurer/CFO and duly authorized agent of TABB Realty, LLC, a
Michigan Limited Liability Company, and who acknowledged the foregoing instrument to be the
voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official
seal on the day and year last aforesaid.

Victoria F. Demers

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: The City of Medina

VICTORIA F. DEMERS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 07, 2019
Acting in the County of Wayne

Ver. Date 10/19/12

PARCEL 9-T
WEST SMITH ROAD

TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY
THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot 8569 and being a 15.4290 acre parcel conveyed on May 12, 2000 to Tabb Realty LLC. by Document No. 2000OR013093 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from a Monument found on the centerline Right of Way of West Smith Road, at Station 20+00.00, point being the intersection with the centerline Right of Way of Lake Road, at Station 10+00.00; thence North 89 degrees 04 minutes 36 seconds East along the centerline Right of Way of West Smith Road a distance of 661.63 feet to a point found on the centerline Right of Way of West Smith Road at Station 26+61.63; thence North 89 degrees 07 minutes 47 seconds East a distance of 1179.49 feet; thence South 00 degrees 52 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 89 degrees 07 minutes 47 seconds East along said existing right of way line a distance of 35.00 feet to a point;
2. thence South 00 degrees 52 minutes 13 seconds East a distance of 6.00 feet to a point;
3. thence South 89 degrees 07 minutes 47 seconds West a distance of 35.00 feet to a point;
4. thence North 00 degrees 52 minutes 13 seconds West a distance of 6.00 feet to a point and the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-021 and contains a gross take of 0.0048 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB/Ohio, Inc., on October 19, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Surveyor Number 7809.

Ver. Date 10/19/12

PARCEL 9-T1
WEST SMITH ROAD

TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY
THE CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot 8569 and being a 15.4290 acre parcel conveyed on May 12, 2000 to Tabb Realty LLC. by Document No. 2000OR013093 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from a Monument found on the centerline Right of Way of West Smith Road, at Station 20+00.00, point being the intersection with the centerline Right of Way of Lake Road, at Station 10+00.00; thence North 89 degrees 04 minutes 36 seconds East along the centerline Right of Way of West Smith Road a distance of 661.63 feet to a point found on the centerline Right of Way of West Smith Road at Station 26+61.63; thence North 89 degrees 07 minutes 47 seconds East a distance of 1374.41 feet; thence South 00 degrees 52 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

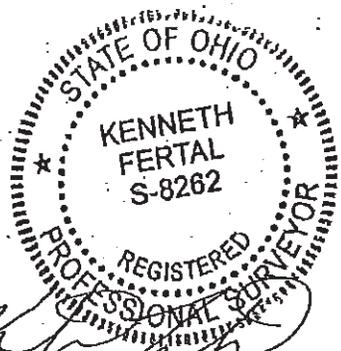
1. thence North 89 degrees 07 minutes 47 seconds East along said existing right of way line a distance of 160.00 feet to a point;
2. thence South 00 degrees 52 minutes 13 seconds East a distance of 5.00 feet to a point;
3. thence South 89 degrees 07 minutes 47 seconds West a distance of 160.00 feet to a point;
4. thence North 00 degrees 52 minutes 13 seconds West a distance of 5.00 feet to a point and the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-021 and contains a gross take of 0.0184 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB/Ohio, Inc., on October 19, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Surveyor Number 7809.



12/17/2012
Date

Kenneth Fertal
Professional Surveyor #8262
HNTB/Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

Ver. Date 10/19/12

**PARCEL 9-T2
WEST SMITH ROAD**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY
THE CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot 8569 and being a 15.4290 acre parcel conveyed on May 12, 2000 to Tabb Realty LLC. by Document No. 2000OR013093 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from a Monument found on the centerline Right of Way of West Smith Road, at Station 20+00.00, point being the intersection with the centerline Right of Way of Lake Road, at Station 10+00.00; thence North 89 degrees 04 minutes 36 seconds East along the centerline Right of Way of West Smith Road a distance of 661.63 feet to a point found on the centerline Right of Way of West Smith Road at Station 26+61.63; thence North 89 degrees 07 minutes 47 seconds East a distance of 1712.62 feet; thence South 00 degrees 52 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

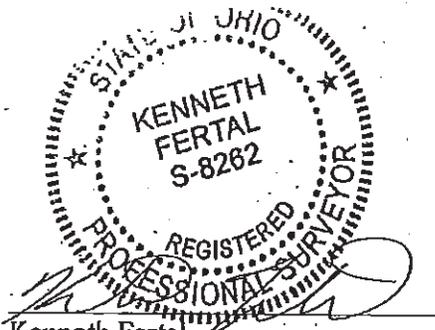
1. thence North 89 degrees 07 minutes 47 seconds East along said existing right of way line a distance of 42.48 feet to a point;
2. thence South 00 degrees 15 minutes 00 seconds East a distance of 15.00 feet to a point;
3. thence South 89 degrees 07 minutes 47 seconds West a distance of 42.32 feet to a point;
4. thence North 00 degrees 52 minutes 13 seconds West a distance of 15.00 feet to a point and the existing southerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-021 and contains a gross take of 0.0146 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB/Ohio, Inc., on October 19, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Surveyor Number 7809.



12/17/2012
Date

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