

ORDINANCE NO. 150-14

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FIVE (5) EASEMENTS NECESSARY FOR THE LANCASTER DRIVE DRAINAGE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized to accept five (5) Easements necessary for the Lancaster Drive Drainage Improvements Project, City Job #951A.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 927 Lancaster Drive, Permanent Parcel No. 028-19D-03-060, part of Medina City Lot 3969.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 919 Lancaster Drive, Permanent Parcel No. 028-19D-03-061, part of Medina City Lot 3970.
- SEC. 4:** That the Easement marked Exhibit C, attached hereto and incorporated herein, is on the property located at 911 Lancaster Drive, Permanent Parcel No. 028-19D-03-062, part of Medina City Lot 3971.
- SEC. 5:** That the Easement marked Exhibit D, attached hereto and incorporated herein, is on the property located at 903 Lancaster Drive, Permanent Parcel No. 028-19D-03-063, part of Medina City Lot 3972.
- SEC. 6:** That the Easement marked Exhibit E, attached hereto and incorporated herein, is on the property located at 895 Lancaster Drive, Permanent Parcel No. 028-19D-03-064 part of Medina City Lot 3973.
- SEC. 7:** 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. 8:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to pay the property owners as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: September 8, 2014

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 9, 2014

SIGNED: Dennis Hanwell
Mayor

Ord. 150-14
Exh. A

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED SIXTY ONE and 42/100 Dollars (\$161.42) and other good and valuable consideration recited herein given to DONALD D. BRADLEY, JR. and PAMELA S. BRADLEY 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 3969 being now or formerly owned by Donald D. Bradley, Jr. and Pamela S. Bradley and is further bounded and described as follows:

Beginning at the northeast corner of said Medina City Lot 3969 and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence South 08° 57' 52" East a distance of 26.35 feet to a point on the east property line of said Medina City Lot 3969;

Thence South 27° 47' 21" West a distance of 16.06 feet along said east property line to a point;

Thence North 62° 12' 39" West a distance of 77.04 feet to a point;

Thence North 47° 05' 19" West a distance of 3.80 feet to a point on the west property line of said Medina City Lot 3969;

Thence North 27° 47' 21" East along the west property line of said Medina City Lot 3969 a distance of 20.72 feet to a point;

Thence South 47° 05' 19" East a distance of 6.65 feet to a point;

Thence South 62° 12' 39" East a distance of 47.08 feet to a point;

Thence North 27° 47' 21" East a distance of 21.00 feet to a point on the north property line of said Medina City Lot 3969;

Thence South 62° 12' 39" East a distance of 18.80 feet along the north property line of Medina City Lot 3969 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 927 Lancaster Drive, Permanent Parcel No. 028-19D-03-060, part of Medina City Lot 3969 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including fences, trees, brush and vegetation; to install the proposed 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 927 Lancaster Drive, Permanent Parcel No. 028-19D-03-060, part of Medina City Lot 3969 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 has executed this instrument this 14th day of August, 2013.

Grantor:
Donald D. Bradley, Jr.

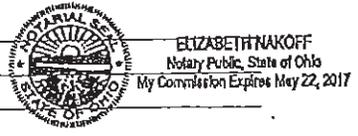
Signature: Donald D. Bradley Jr.
Print Name: Donald D. Bradley Jr.

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Donald D. Bradley, Jr., 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 14th day of August, 2013.

Notary Signature: Elizabeth Nakoff
Print Name: Elizabeth Nakoff
My Commission Expires: May 22, 2017
Notary Seal:



IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of August, 2013.

Grantor:
Pamela S. Bradley

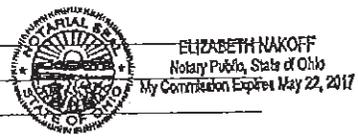
Signature: Pamela S. Bradley
Print Name: Pamela S. Bradley

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Pamela S. Bradley, 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 14th day of August, 2013.

Notary Signature: Elizabeth Nakoff
Print Name: Elizabeth Nakoff
My Commission Expires: May 22, 2017
Notary Seal:



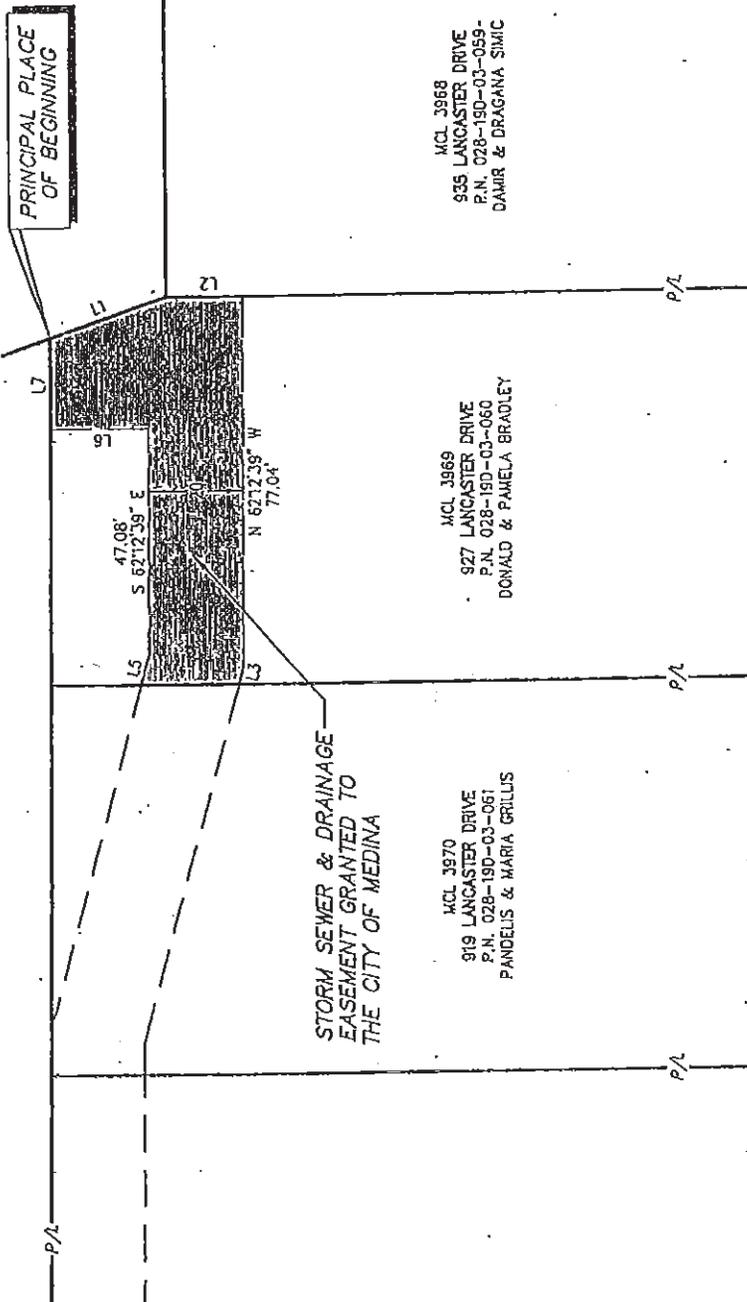
This instrument was prepared by:
Gregory Hüber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44266

SKETCH OF EASEMENT

Part of Medino City Lot No. 3969
 Date: August, 2013
 Owner: Donald & Pamela Bradley.
 Parcel Number: 028-19D-03-060

LINE	LENGTH	BEARING
L1	26.35'	S 08°57'52" E
L2	16.06'	S 27°47'21" W
L3	3.80'	N 47°05'19" W
L4	20.72'	N 27°47'21" E
L5	6.55'	S 47°05'19" E
L6	21.00'	N 27°47'21" E
L7	18.80'	S 82°12'39" E

PRINCIPAL PLACE OF BEGINNING

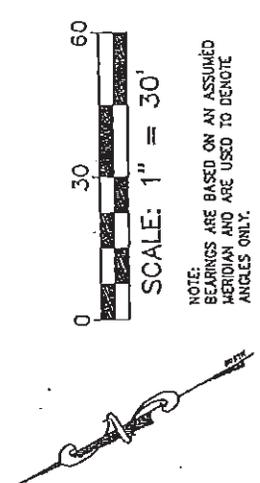


MCL 3968
 955 LANCASTER DRIVE
 P.N. 028-19D-03-059-
 DAMIR & DRAGANA SIMIC

MCL 3969
 927 LANCASTER DRIVE
 P.N. 028-19D-03-060
 DONALD & PAMELA BRADLEY

STORM SEWER & DRAINAGE
 EASEMENT GRANTED TO
 THE CITY OF MEDINA

MCL 3970
 919 LANCASTER DRIVE
 P.N. 028-19D-03-061
 PANDELIS & MARIA GRILLIS



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

CITY OF MEDINA
 DEPARTMENT OF ENGINEERING
 132 N. ELWOOD AVENUE
 MEDINA, OHIO 44256
 CITY JOB NO. 951A

LANCASTER DRIVE: 60' RW

Ord. 150-14
Exh. B

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED SIXTY ONE and 42/100 Dollars (\$161.42) and other good and valuable consideration recited herein given to PANDEUS K. GRILLIS and MARIA A. GRILLIS 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 3970 being now or formerly owned by Pandelis K. Grillis and Maria A. Grillis and is further bounded and described as follows:

Beginning at the northwest corner of said Medina City Lot 3970 and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence South 62° 12' 39" East along the north property line of said Medina City Lot 3970 a distance of 9.33 feet to a point;

Thence South 47° 05' 19" East a distance of 73.94 feet to a point on the east property line of said Medina City Lot 3970;

Thence South 27° 47' 21" West along the east property line of said Medina City Lot 3970 a distance of 20.72 feet to a point;

Thence North 47° 05' 19" West a distance of 76.69 feet to a point;

Thence North 62° 12' 39" West a distance of 6.67 feet to a point on the west property line of said Medina City Lot 3970;

Thence North 27° 47' 21" East a distance of 20.00 feet along the west property line of Medina City Lot 3970 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:

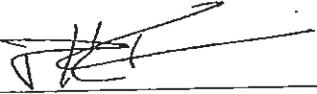
1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with 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 919 Lancaster Drive, Permanent Parcel No. 028-19D-03-061, part of Medina City Lot 3970 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including fences, trees, brush and vegetation; to install the proposed 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 919 Lancaster Drive, Permanent Parcel No. 028-19D-03-061, part of Medina City Lot 3970 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 has executed this instrument this 16 day of August, 2013.

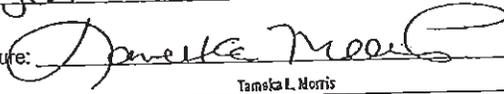
Grantor:
Pandelis K. Grillis

Signature: 
Print Name: PANDELIS K. GRILLIS

State of Ohio)
County of Medina) SS:

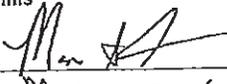
Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Pandelis K. Grillis, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 16 day of August, 2013.

Notary Signature: 
Print Name: Tameka L. Morris
My Commission Expires: Resident Medina County Notary Public, State of Ohio My Commission Expires 04/22/2016
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16 day of August, 2013.

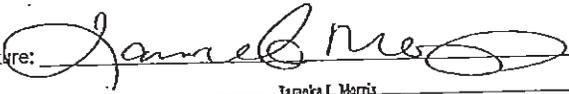
Grantor:
Maria A. Grillis

Signature: 
Print Name: MARIA A. GRILLIS

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Maria A. Grillis, 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 16 day of August, 2013.

Notary Signature: 
Print Name: Tameka L. Morris
My Commission Expires: Resident Medina County Notary Public, State of Ohio My Commission Expires 04/22/2016
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

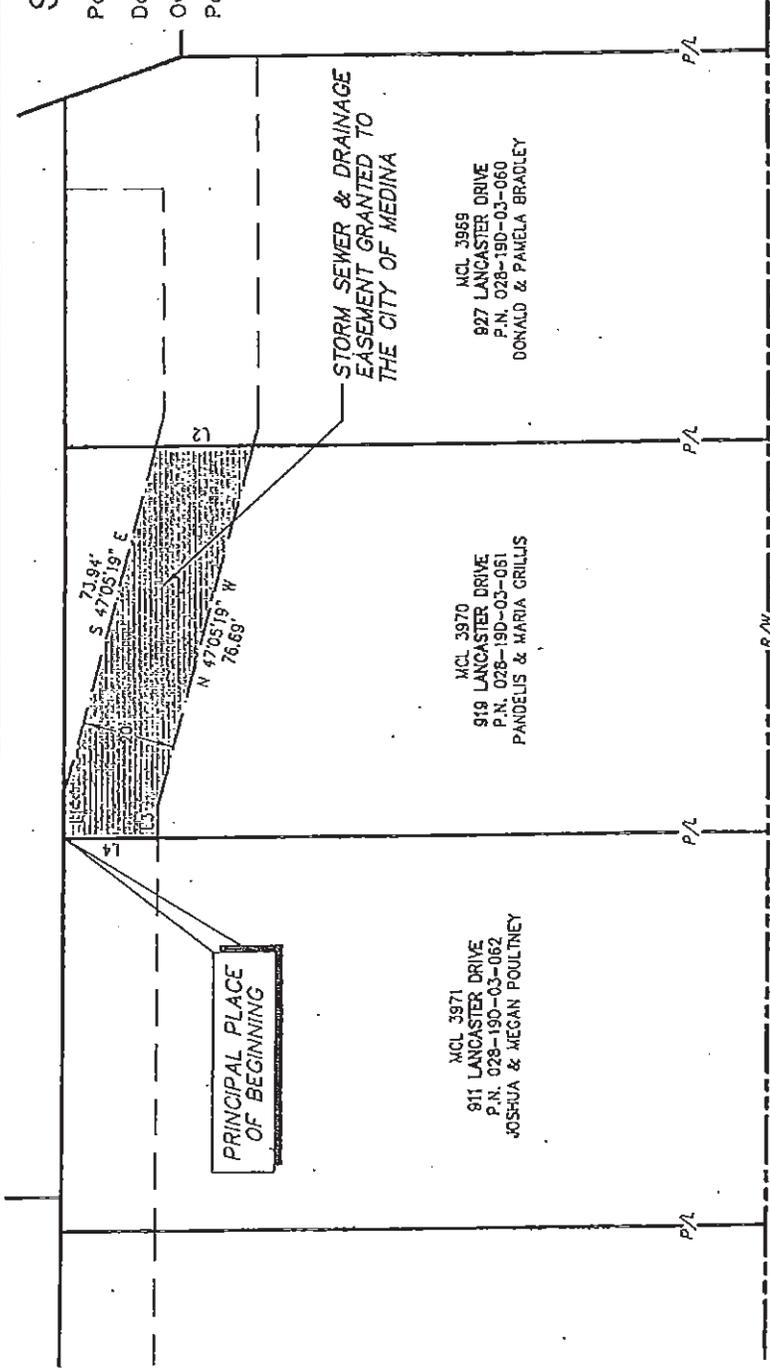
Part of Medina City Lot No. 3970
 Date: August, 2013
 Owner: Pandelis & Maria Grillis
 Parcel Number: 028-190-03-061

LINE	LENGTH	BEARING
L1	9.33'	S 62°12'39" E
L2	20.77'	S 27°47'21" W
L3	6.67'	N 62°12'39" W
L4	20.00'	N 27°47'21" E



SCALE: 1" = 30'

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



CITY OF MEDINA

DEPARTMENT OF ENGINEERING
 132 N. ELMWOOD AVENUE
 MEDINA, OHIO 44256

CITY JOB No. 951A

LANCASTER DRIVE 60' R/W

Ord. 150-14
Exh. C

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED SIXTY ONE and 42/100 Dollars (\$161.42) and other good and valuable consideration recited herein given to JOSHUA J. POULTNEY and MEGAN A. POULTNEY 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 3971 being now or formerly owned by Joshua J. Poultney and Megan A. Poultney and is further bounded and described as follows:

Beginning at the northwest corner of said Medina City Lot 3971 and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence South 62° 12' 39" East along the north property line of said Medina City Lot 3971 a distance of 80.71 feet to the northeast corner of said City Lot;

Thence South 27° 47' 21" West along the east property line of said Medina City Lot 3971 a distance of 20.00 feet to a point;

Thence North 62° 12' 39" West a distance of 80.71 feet to a point on the west property line of said Medina City Lot 3971;

Thence North 27° 47' 21" East a distance of 20.00 feet along the west property line of Medina City Lot 3971 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 911 Lancaster Drive, Permanent Parcel No. 028-19D-03-062, part of Medina City Lot 3971 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including fences, trees, brush and vegetation; to install the proposed 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 911 Lancaster Drive, Permanent Parcel No. 028-19D-03-062, part of Medina City Lot 3971 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, administrators, 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 has executed this instrument this 23 day of August, 2013.

Grantor:
Joshua J. Poultney

Signature: [Handwritten Signature]
Print Name: Joshua J. Poultney

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Joshua J. Poultney, 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 23 day of August, 2013.

Notary Signature: [Handwritten Signature]
Print Name: Tamela L. Morris
My Commission Expires: Resident Medina County, Notary Public, State of Ohio, My Commission Expires: 06/28/2016
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 23 day of August, 2013.

Grantor:
Megan A. Poultney

Signature: [Handwritten Signature]
Print Name: Megan A. Poultney

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Megan A. Poultney, 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 23 day of August, 2013.

Notary Signature: [Handwritten Signature]
Print Name: Tamela L. Morris
My Commission Expires: Resident Medina County, Notary Public, State of Ohio, My Commission Expires: 06/28/2016
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

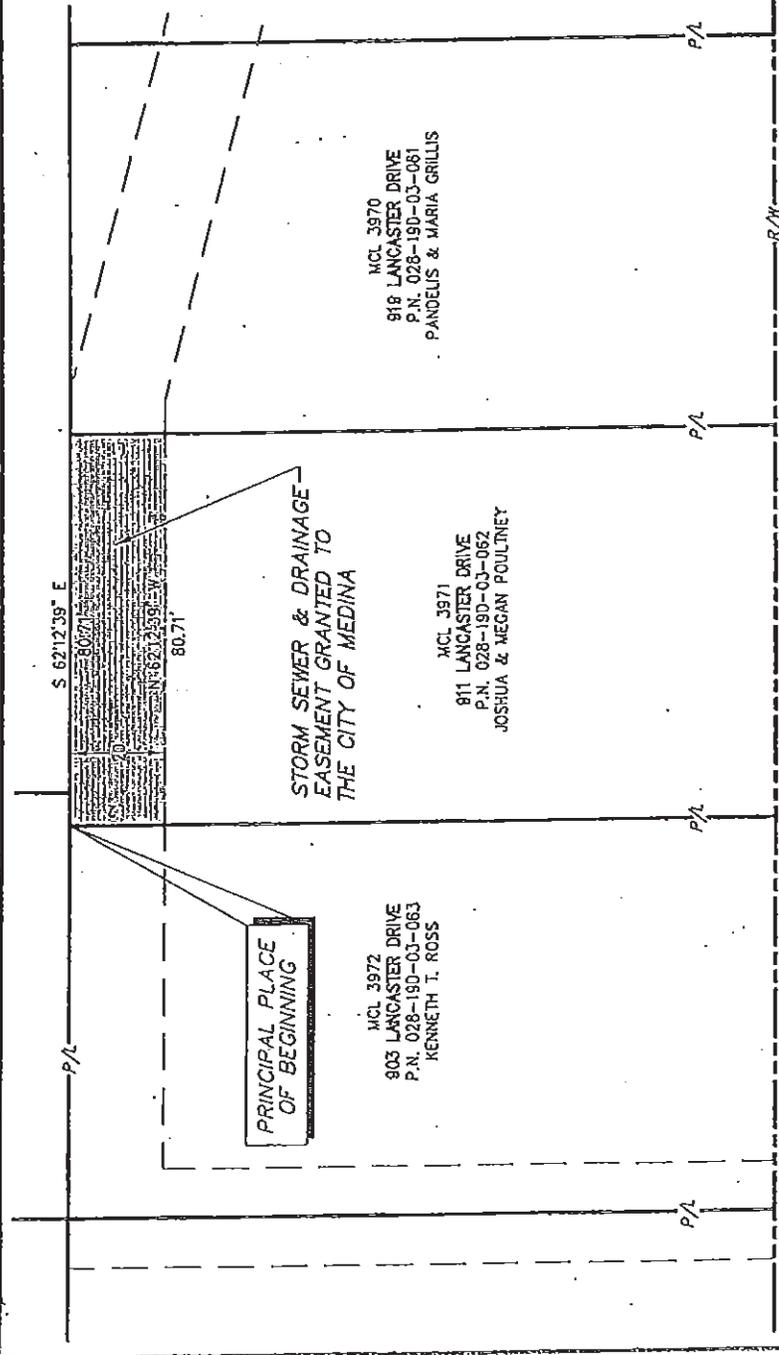
Part of Medina City Lot No. 3971
 Date: August, 2013
 Owner: Joshua & Megan Poultney
 Parcel Number: 028-190-03-062

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	S 27°47'21" W
L2	20.00'	N 27°47'21" E



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

CITY OF MEDINA
 DEPARTMENT OF ENGINEERING
 132 N. ELMWOOD AVENUE
 MEDINA, OHIO 44256
 CITY JOB NO. 951A



LANCASTER DRIVE 60' RW

Storm Sewer and Drainage Easement

Ord. 150-14
Exh. D

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of FOUR HUNDRED ONE and 42/100 Dollars (\$401.42) and other good and valuable consideration recited herein given to KENNETH T. ROSS 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 3972 being now or formerly owned by Kenneth T. Ross and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 3972, said point also being on the northerly Right of Way of Lancaster Drive, having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence North 27° 47' 21" East a distance of 150.00 feet along the west property line of said Medina City Lot 3972 to the northwest corner of said City Lot;

Thence South 62° 12' 39" East a distance of 80.71 feet along the north property line of said Medina City Lot 3972 to the northeast corner of said City Lot;

Thence South 27° 47' 21" West a distance of 20.00 feet along the east property line of said Medina City Lot 3972;

Thence North 62° 12' 39" West a distance of 70.71 feet to a point;

Thence South 27° 47' 21" West a distance of 130.00 feet to a point on the northerly Right of Way of Lancaster Drive;

Thence North 62° 12' 39" West a distance of 10.00 feet along the north Right of Way of Lancaster Drive 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 903 Lancaster Drive, Permanent Parcel No. 028-19D-03-063, part of Medina City Lot 3972 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, brush and vegetation; to install the proposed 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 903 Lancaster Drive, Permanent Parcel No. 028-19D-03-063, part of Medina City Lot 3972 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, administrators, 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 has executed this instrument this 9 day of October, 2013.

Grantor:
Kenneth T. Ross

Signature: Kenneth T. Ross

Print Name: KENNETH T. ROSS

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Kenneth T. Ross, 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 9 day of October, 2013.

Notary Signature: Tamika J. Morris

Print Name: _____

My Commission Expires: Tamika J. Morris

Notary Seal:

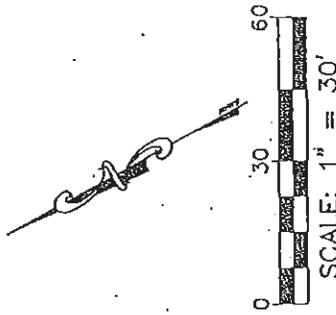
Resident Medina County
Notary Public, State of Ohio
My Commission Expires: 06/28/2015

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

SKETCH OF EASEMENT

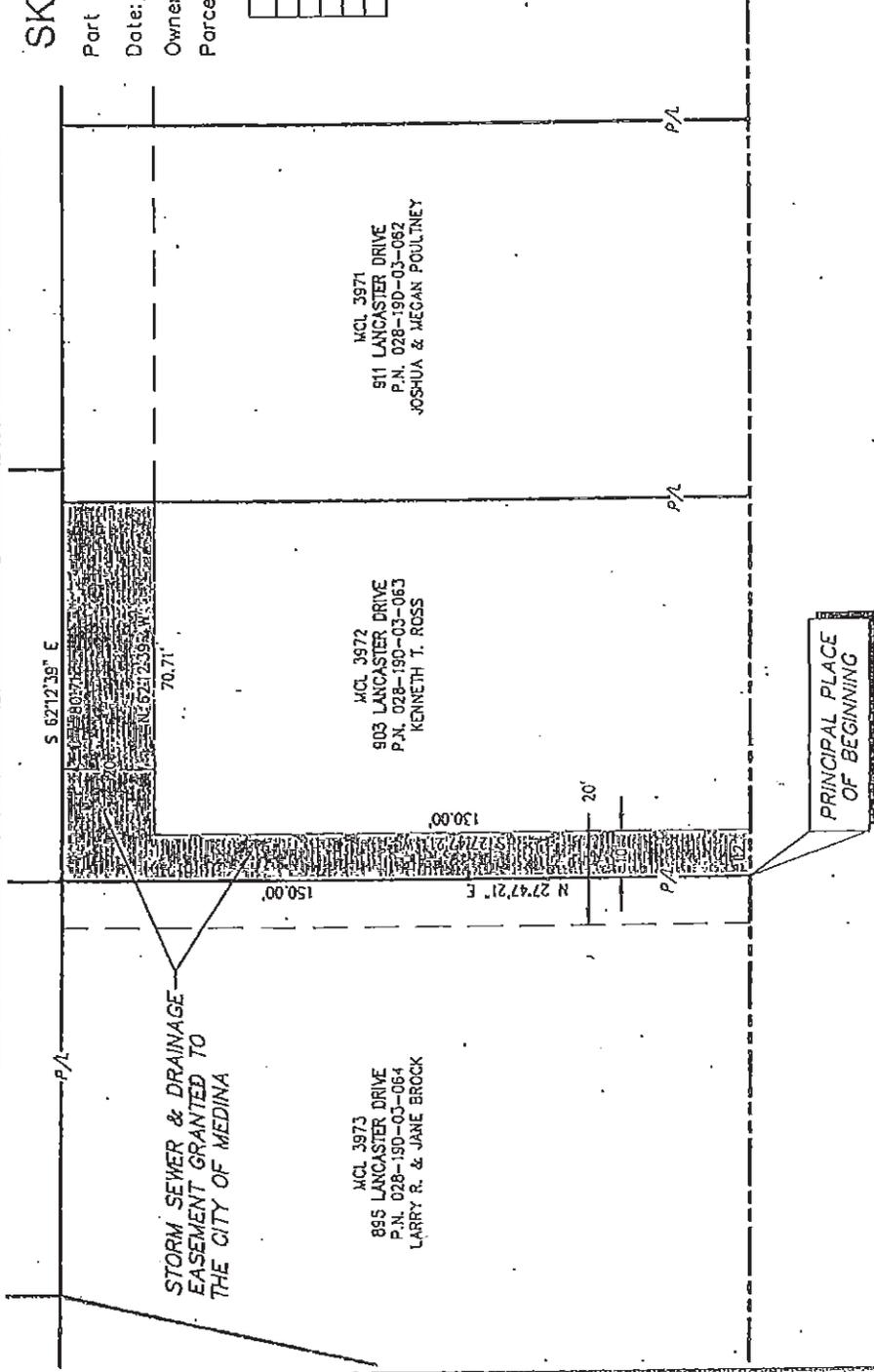
Part of Medina City Lot No. 3972
 Date: August, 2013
 Owner: Kenneth T. Ross
 Parcel Number: 028-19D-03-063

LINE	LENGTH	BEARING
L1	20.00'	S 27°47'21" W
L2	10.00'	N 62°12'39" W



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

CITY OF MEDINA
 DEPARTMENT OF ENGINEERING
 132 N. ELMWOOD AVENUE
 MEDINA, OHIO 44256
 CITY JOB No. 951A



LANCASTER DRIVE 60' R/W

Ord. 150-14
Exh. E

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (THREE HUNDRED and 00/100) Dollars (\$300.00) and other good and valuable consideration recited herein given to LARRY R. BROCK and JANE ANN BROCK 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 3973 being now or formerly owned by Larry R. Brock and Jane Ann Brock and is further bounded and described as follows:

Beginning at the southeast corner of said Medina City Lot 3973, said point also being on the northerly Right of Way of Lancaster Drive, having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence North 62° 12' 39" West along said Right of Way a distance of 10.00 feet to a point;

Thence North 27° 47' 21" East a distance of 150.00 feet to a point on the north property line of said Medina City Lot 3973;

Thence South 62° 12' 39" East a distance of 10.00 feet along the north property line of said Medina City Lot 3973 to the northeast corner of said City Lot;

Thence South 27° 47' 21" West a distance of 150.00 feet along the east property line of said Medina City Lot 3973 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 895 Lancaster Drive, Permanent Parcel No. 028-19D-03-064, part of Medina City Lot 3973 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, brush and vegetation; to install the proposed 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 895 Lancaster Drive, Permanent Parcel No. 028-19D-03-064, part of Medina City Lot 3973 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 has executed this Instrument this 14th day of September, 2013.

Grantor:
Larry R. Brock

Signature: [Handwritten Signature]
Print Name: LARRY R. BROCK

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Larry R. Brock, 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 14th day of September, 2013

Notary Signature: [Handwritten Signature]
Print Name: LISA HORSTMAN
My Commission Expires: 02/24/2016
Notary Seal:



LISA A HORSTMAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 2/24/2016

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 16th day of August, 2013.

Grantor:
Jane Ann Brock

Signature: [Handwritten Signature]
Print Name: JANE ANN BROCK

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Jane Ann Brock, 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 16th day of August, 2013

Notary Signature: [Handwritten Signature]
Print Name: LISA HORSTMAN
My Commission Expires: 02/24/2016
Notary Seal:



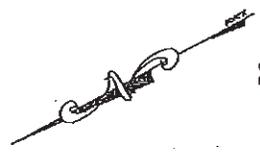
LISA A HORSTMAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 2/24/2016

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

SKETCH OF EASEMENT

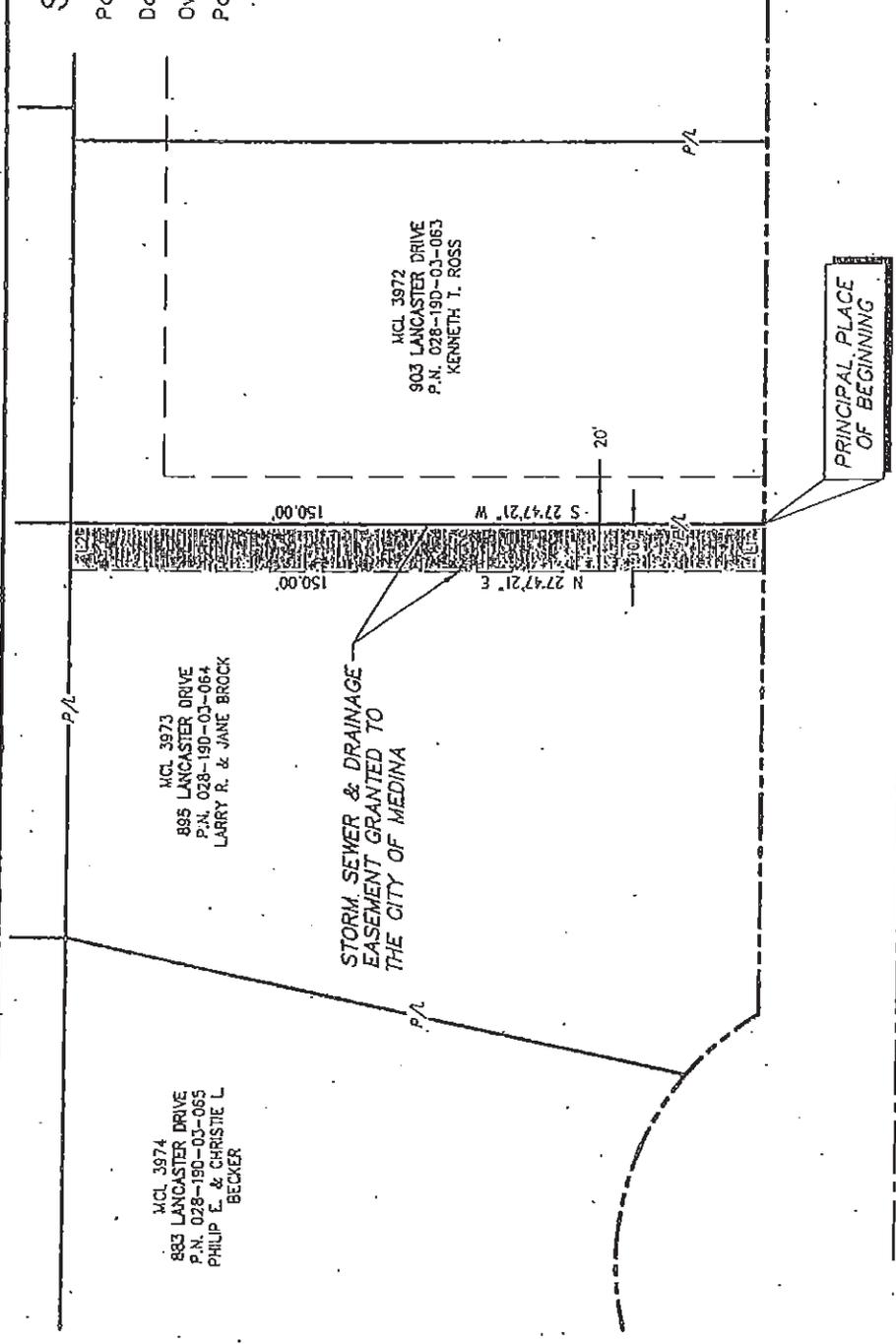
Part of Medino City Lot No. 3973
 Date: August, 2013
 Owner: Larry Brock & Jane Brock
 Parcel Number: 028-19D-03-064

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N 62°12'39" W
L2	10.00'	S 62°12'39" E



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

CITY OF MEDINA
 DEPARTMENT OF ENGINEERING
 132 N. ELMWOOD AVENUE
 MEDINA, OHIO 44256
 CITY JOB No. 951A



LANCASTER DRIVE 60' R/W