

ORDINANCE NO. 151-14

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT
FOUR (4) EASEMENTS NECESSARY FOR THE
WADSWORTH ROAD WATER MAIN PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept four (4) Easements necessary for the Wadsworth Road Water Main Project, City Job #955.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-166, part of Medina City Lot 1709.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-295, part of Medina City Lot 1711.
- SEC. 4:** That the Easement marked Exhibit C, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-296, part of Medina City Lot 1712.
- SEC. 5:** That the Easement marked Exhibit D, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-297 part of Medina City Lot 1713.
- 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: 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

Water Main Easement

Ord. 151-14
Exh. A

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO HUNDRED THIRTY and 46/100 Dollars (\$230.46) and other good and valuable consideration recited herein given to ANNE MARIE MILLS and MARINA MILLS 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 water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN 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 1709 being now or formerly owned by the Anne Marie Mills and Marina Mills and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1709, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence North 34° 58' 48" West, along the east Right of Way line of said Wadsworth Road (S.R. 57), a distance of 90.00 feet to a point;

Thence, continuing along the east Right of Way line of said Wadsworth Road (S.R. 57), along the arc of a curve to the right, said curve has a radius of 30.00 feet, a delta of 48° 11' 23", a chord length of 24.49 feet, a chord bearing of North 10° 53' 07" West, and an arc length of 25.23 feet to a point, said point also being the PRINCIPAL PLACE OF BEGINNING of the water main easement herein described;

Thence South 34° 58' 48" East a distance of 112.36 feet to a point on the south property line of said Medina City Lot 1709;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1709, a distance of 10.00 feet to the Principal Place of Beginning of the water main 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 WATER MAIN 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. 028-19D-05-166, part of Medina City Lot 1709 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to install the proposed water main 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. 028-19D-05-166, part of Medina City Lot 1709 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 12 day of

August, 2014.

Grantor:
Ann Marie Mills

Signature: Ann Marie Mills
Print Name: Ann Marie Mills

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Ann Marie Mills, 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 12
August, 2014.
Notary Signature: Sandra V. Ganley
Print Name: SANDRA V. GANLEY
My Commission Expires: 12-7-2014
Notary Seal:



IN WITNESS WHEREOF, the undersigned has executed this instrument this 12 day of

August, 2014.

Grantor:
Marina Mills

Signature: Marina Mills
Print Name: Marina Mills

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Marina Mills, 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 12
August, 2014.
Notary Signature: Sandra V. Ganley
Print Name: SANDRA V. GANLEY
My Commission Expires: 12-7-2014
Notary Seal:



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

SHAKER DRIVE
60' R/W

C-1
R= 30.00'
L= 25.23'
T= 13.42'
DELTA= 48°11'23"

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S 55°01'12" W

SKETCH OF EASEMENT

Part of Medina City Lot Nos. 1709

Date: April, 2014

Owner: ANN MARIE & MARINA MILLS

Parcel Number: 028-190-05-166

MCL 1709
P.A. 028-190-05-166
900 WADSWORTH RD.
ANN MARIE & MARINA MILLS

10' WIDE WATER MAIN
EASEMENT GRANTED TO
THE CITY OF MEDINA

MCL 1710
910 WADSWORTH RD.
IAN A. & MARGARET M.
STEFFEN

S 34°58'48" E
112.56'
N 34°58'48" W
90.00'

PRINCIPAL PLACE
OF BEGINNING

S 34°58'48" E

WADSWORTH ROAD
(S.R. 57) 60' R/W

CITY OF MEDINA

DEPARTMENT OF ENGINEERING

132 N. ELMWOOD AVENUE
MEDINA, OHIO 44256

CITY JOB No. 955.

SCALE: 1" = 20'

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



Water Main Easement

Ord. 151-14
Exh. B

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED SIXTY and 00/100) Dollars (\$160.00) and other good and valuable consideration recited herein given to RONALD E. PEACOCK and KATHY PEACOCK 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 water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN 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 1711 being now or formerly owned by the Ronald E. Peacock and Kathy Peacock and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1711, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence continuing along the east right of way line of said Wadsworth Road North 34° 58' 48" West a distance of 80.00 feet to a point; said point also being the north west corner of said Medina City Lot 1711;

Thence North 55° 01' 12" East, along the north property line of said Medina City Lot 1711, a distance of 10.00 feet to a point;

Thence South 34° 58' 48" East a distance of 80.00 feet to a point on the south property line of said Medina City Lot 1711;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1711, a distance of 10.00 feet to the Principal Place of Beginning of the water main 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 WATER MAIN 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. 028-19D-05-295, part of Medina City Lot 1711 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to remove and replace the concrete driveway as necessary for the installation of the proposed water main; to install the proposed water main 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. 028-19D-05-295, part of Medina City Lot 1711 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 5th day of August, 2014.

Grantor:
Ronald E. Peacock

Signature: Ronald E. Peacock
Print Name: Ronald Peacock

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Ronald E. Peacock, 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 5th day of August, 2014.



Notary Signature: Stephanie Noethen
Print Name: Stephanie Noethen
My Commission Expires: Dec. 7, 2016
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of August, 2014.

Grantor:
Kathy Peacock

Signature: Kathy Peacock
Print Name: Kathy Peacock

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Kathy Peacock, 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 5th day of August, 2014.



Notary Signature: Stephanie Noethen
Print Name: Stephanie Noethen
My Commission Expires: Dec 7, 2016
Notary Seal:

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

Water Main Easement

Ord. 151-14
Exh. C

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED SIXTY and 00/100) Dollars (\$160.00) and other good and valuable consideration recited herein given to DAVID ALLEN ADAIR 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 water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN 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 1712 being now or formerly owned by the David Allen Adair and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1712, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence continuing along the east right of way line of said Wadsworth Road North 34° 58' 48" West a distance of 80.00 feet to a point; said point also being the north west corner of said Medina City Lot 1712;

Thence North 55° 01' 12" East, along the north property line of said Medina City Lot 1712, a distance of 10.00 feet to a point;

Thence South 34° 58' 48" East a distance of 80.00 feet to a point on the south property line of said Medina City Lot 1712;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1712, a distance of 10.00 feet to the Principal Place of Beginning of the water main 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 WATER MAIN 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. 028-19D-05-296, part of Medina City Lot 1712 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to remove and replace the concrete driveway as necessary for the installation of the proposed water main; to install the proposed water main 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. 028-19D-05-296, part of Medina City Lot 1712 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 4 day of August, 2014.

Grantor: David Allen Adair

Signature: David Allen Adair

Print Name: David Allen Adair

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, David Allen Adair, 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 AUGUST, 2014.

Notary Signature: Pamela S. McCourt

Print Name: Pamela S. McCourt

My Commission Expires: April 28, 2016

Notary Seal:
PAMELA S. MCCOURT
NOTARY PUBLIC • STATE OF OHIO
Recorded in Medina County
My commission expires April 28, 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 Medina City Lot Nos. 1712

Date: April, 2014

Owner: DAVID ALLEN ADAIR

Parcel Number: 028-19D-05-296

LINE	LENGTH	BEARING
L1	10.00'	S 55°01'12" W
L2	10.00'	N 55°01'12" E

MCL 1712
P.N. 028-19D-05-296
870 WADSWORTH RD.
DAVID ALLEN ADAIR

MCL 1711
P.N. 028-19D-05-295
880 WADSWORTH RD.
RONALD & KATHY PEACOCK

10' WIDE WATER MAIN
EASEMENT GRANTED TO
THE CITY OF MEDINA

MCL 1713
P.N. 028-19D-05-297
860 WADSWORTH RD.
JACK D. & CHRISTINE M.
BROWSON

S 34°58'48" E 80.00'
10'
N 34°58'48" W 80.00'

PRINCIPAL PLACE
OF BEGINNING

S 34°58'48" E

WADSWORTH ROAD
(S.R. 57) 60' R/W



SCALE: 1" = 20'

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. 955

Water Main Easement

Ord. 151-14
Exh. D

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED SIXTY and 00/100) Dollars (\$160.00) and other good and valuable consideration recited herein given to JACK D. BRONSON and CHRISTINE M. BRONSON 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 water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN 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 1713 being now or formerly owned by the Jack D. Bronson and Christine M. Bronson and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1713, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence continuing along the east right of way line of said Wadsworth Road North 34° 58' 48" West a distance of 80.00 feet to a point; said point also being the north west corner of said Medina City Lot 1713;

Thence North 55° 01' 12" East, along the north property line of said Medina City Lot 1713, a distance of 10.00 feet to a point;

Thence South 34° 58' 48" East a distance of 80.00 feet to a point on the south property line of said Medina City Lot 1713;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1713, a distance of 10.00 feet to the Principal Place of Beginning of the water main 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 WATER MAIN 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. 028-19D-05-297, part of Medina City Lot 1713 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to remove and replace the concrete driveway as necessary for the installation of the proposed water main; to install the proposed water main 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. 028-19D-05-297, part of Medina City Lot 1713 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 15th day of August, 2014.

Grantor:
Jack D. Bronson

Signature: [Handwritten Signature]
Print Name: JACK D. BRONSON

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Jack D. Bronson, 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 15th day of August, 2014.

Notary Signature: [Handwritten Signature]
Print Name: AMY H. WERMER
My Commission Expires: AMY H WERMER, Notary Public
Notary Seal: In and for the State of Ohio
My Commission Expires May 31, 2017

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15th day of August, 2014.

Grantor:
Christine M. Bronson

Signature: Christine M. Bronson
Print Name: CHRISTINE M. BRONSON

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Christine M. Bronson, 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 15th day of August, 2014.

Notary Signature: [Handwritten Signature]
Print Name: AMY H. WERMER
My Commission Expires: AMY H WERMER, Notary Public
Notary Seal: In and for the State of Ohio
My Commission Expires May 31, 2017

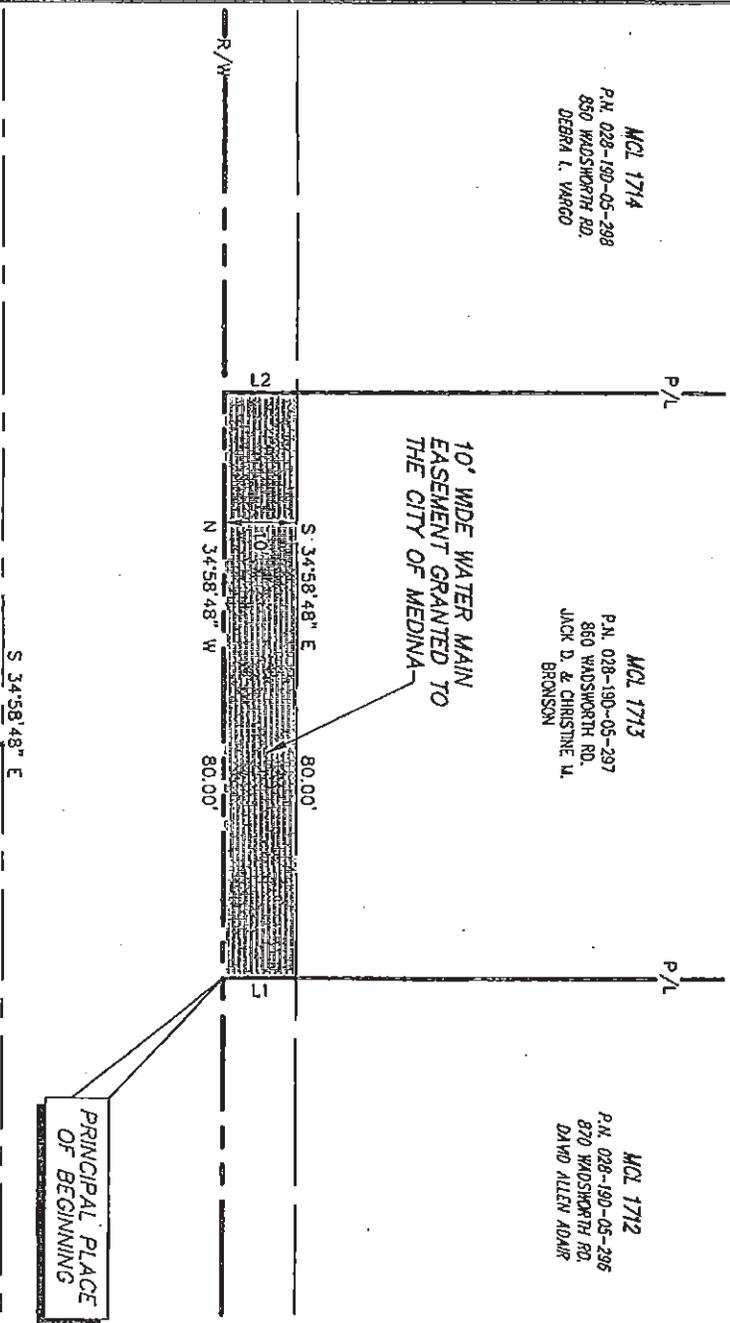
This instrument was prepared by:
Gregory Huber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

MCL 1714
 P.N. 028-190-05-298
 850 WADSWORTH RD.
 DEBRA L. VARGO

MCL 1713
 P.N. 028-190-05-297
 860 WADSWORTH RD.
 JACK D. & CHRISTINE M.
 BRONSON

MCL 1712
 P.N. 028-190-05-296
 870 WADSWORTH RD.
 DAVID ALLEN ADAMS

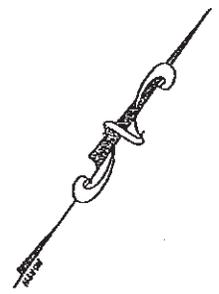
10' WIDE WATER MAIN
 EASEMENT GRANTED TO
 THE CITY OF MEDINA



SKETCH OF EASEMENT

Part of Medina City Lot Nos. 1713
 Date: April, 2014
 Owner: Jack D. & Christine M. Bronson
 Parcel Number: 028-190-05-297

LINE	LENGTH	BEARING
L1	10.00'	S 55°01'12" W
L2	10.00'	N 55°01'12" E



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

WADSWORTH ROAD
 (S.R. 57) 60' R/W

CITY OF MEDINA
 DEPARTMENT OF ENGINEERING
 132 N. ELWOOD AVENUE
 MEDINA, OHIO 44256
 CITY JOB No. 955