

**ORDINANCE NO. 173-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT EASEMENT AGREEMENTS FOR THE WEST SMITH ROAD RECONSTRUCTION PROJECT (PARCELS #3, 4, 6A, 7, 10 AND 18), AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 111-14, passed June 23, 2014 authorized the Fair Market Value Estimates for the West Smith Road Reconstruction Project.

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

**SEC. 1:** That the Mayor is hereby authorized to accept the Easement Agreements for the West Smith Road Reconstruction Project (Parcels #3, 4, 6A, 7, 10 and 18).

**SEC. 2:** That a copy of the Easement Agreements are marked Exhibit A, B, C, D, E, and F, attached hereto, and incorporated herein.

**SEC. 3:** 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. 4:** 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 finalize and submit payment to the property owners; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** October 27, 2014

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** October 28, 2014

**SIGNED:** Dennis Hanwell  
Mayor

ORD 173-14  
Exh. A



# O. R. Colan ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

Re: **MED-West Smith Road**  
**PID No.: 81334**  
**Parcel No. 3-TV,TV-1,TV-2 (Shelly Materials, Inc.)**

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- Signed Corporate Resolution
- W-9

Please review the enclosed documentation and process a check in the amount of **\$2,450.00** payable to "**Shelly Materials, Inc.**". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling  
Project Manager

Enclosures

### TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation, the Grantor(s) herein, in consideration of the sum of \$2,450.00, 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 exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 3 TV, TV-1, TV-2  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
Medina County Current Tax Parcel No. 028-19C-03-022  
Prior Instrument Reference: Quit Claim Deed Instrument No. 2010OR010583, 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.

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.

IN WITNESS WHEREOF OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation has caused its name to be subscribed by Steven J. Alex, its duly authorized Vice President and it duly authorized agent on the 18<sup>th</sup> day of August, 2017.

OC-SMA, LLC, AN OHIO LIMITED LIABILITY COMPANY, NOW KNOWN AS SHELLY MATERIALS, INC., AN OHIO CORPORATION

By: [Signature]  
Steven J. Alex, VP.

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 18<sup>th</sup> day of Aug, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Steven J. Alex, who acknowledged being the Vice-President and duly authorized agent of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation, 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.

[Signature]

NOTARY PUBLIC  
My Commission expires



KIMBERLY S. GRUBB  
Notary Public - State of Ohio  
My Commission Expires March 20, 2016

This document was prepared by: the City of Medina

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

PARCEL 3-TV <sup>AY1</sup>  
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 City Lot 1733 & 1734 and being a 20.103 acre parcel conveyed on June 03, 2010 to OC-SMA, LLC. by Document No. 2010OR010583 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1983.38 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line and the temporary southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 72.00 feet to a point;
2. thence South 44 degrees 44 minutes 31 seconds West a distance of 24.70 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 36.36 feet to a point;
4. thence North 46 degrees 57 minutes 38 seconds West a distance of 24.98 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-03-022 and contains a gross take of 0.0215 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 December 17, 2012.

EXHIBIT A

Page 2 of 2

Rev. 06/09

RX 287 TV

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 Land Surveyor Number 7809.



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

12/12/2012  
Date

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

PARCEL 3-TV1 <sup>AM</sup>  
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 City Lot 1733 & 1734 and being a 20.103 acre parcel conveyed on June 03, 2010 to OC-SMA, LLC. by Document No. 2010OR010583 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1831.54 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line and the temporary southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 67.88;
2. thence South 27 degrees 45 minutes 47 seconds West a distance of 53.52 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 21.69 feet to a point;
4. thence North 00 degrees 48 minutes 13 seconds West a distance of 42.00 feet to a point;
5. thence South 89 degrees 11 minutes 47 seconds West a distance of 20.59 feet to a point;
6. thence North 00 degrees 48 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-03-022 and contains a gross take of 0.0396 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).

EXHIBIT A

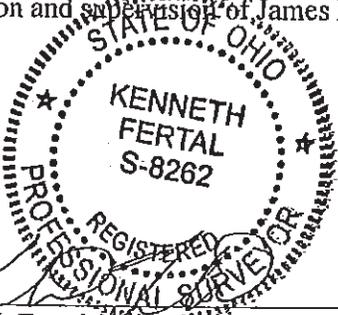
Page 2 of 2

RX 287 TV

Rev. 06/09

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 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 Land Surveyor Number 7809.



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

12/17/2012  
Date

**EXHIBIT A**

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

PARCEL 3-TV2 <sup>AM</sup>  
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 City Lot 1733 & 1734 and being a 20.103 acre parcel conveyed on June 03, 2010 to OC-SMA, LLC. by Document No. 2010OR010583 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1592.73 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line and the temporary southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 71.80 feet to a point and easterly line and southwest corner of Medina City Lot 9056;
2. thence South 00 degrees 10 minutes 35 seconds East along easterly line a distance of 57.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 36.78 feet to a point;
4. thence North 00 degrees 48 minutes 12 seconds West a distance of 50.00 feet to a point;
5. thence South 89 degrees 11 minutes 47 seconds West a distance of 34.39 feet to a point;
6. thence North 00 degrees 48 minutes 13 seconds West a distance of 7.00 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-03-022 and contains a gross take of 0.0541 acres more or less.

EXHIBIT A

Page 2 of 2

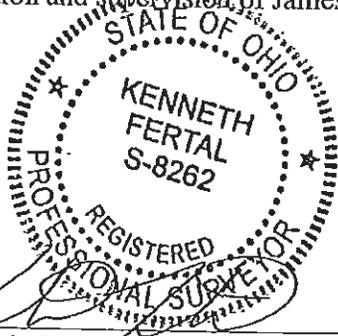
RX 287 TV

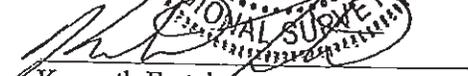
Rev. 06/09

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 December 17, 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 Land Surveyor Number 7809.



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

12/17/2012  
Date

**RESOLUTION OF  
OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc.,  
an Ohio Corporation**

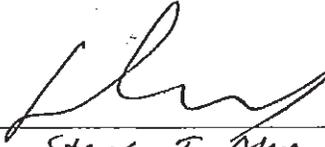
WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 3 TV, TV-1, TV-2  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

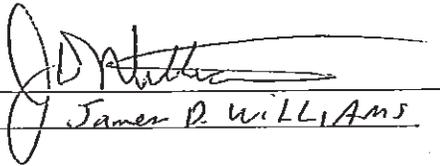
WHEREAS, the City of Medina has offered the sum of \$2,450.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation that Steven J. Alex shall be, and hereby is, the duly authorized, empowered and acting agent of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation for the purpose of executing and delivering to City of Medina all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from OC-SMA, LLC, An Ohio Limited Liability Company, Now Known As Shelly Materials, Inc., An Ohio Corporation to City of Medina, for the hereinabove mentioned consideration.

  
\_\_\_\_\_  
Steven J. Alex VP.

I, JAMES D. WILLIAMS, Secretary of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation, hereby certify that on AUGUST 18, 2014, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on AUGUST 18, 2014.

  
James D. WILLIAMS



ORD 173-14  
EXH. B  
**O. R. Colan**  
**ASSOCIATES**

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

Re: **MED-West Smith Road**  
**PID No.: 81334**  
**Parcel No. 4-WDV,TV (Progress Industrial Properties)**

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Contract for Sale and Purchase of Real Property (Original)
- Signed Corporate Resolution
- W-9 (Original)

Please review the enclosed documentation and process a check in the amount of **\$3,450.00** payable to "**Progress Industrial Properties**". Once the check has been processed, please forward it to our office along with a completely executed contract in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling  
Project Manager

Enclosures

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 4 WDV, TV  
MED-West Smith Road (PID 81334)

This Agreement is by and between the City of Medina ["Purchaser"] and Progress Industrial Properties, Inc., an Ohio Corporation ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$3,450.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) \*other items\*.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in

Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject

property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina and Progress Industrial Properties, Inc., an Ohio Corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

PROGRESS INDUSTRIAL PROPERTIES, INC., AN OHIO CORPORATION

*Donald G. Simmons*  
By: Donald G. Simmons  
President  
Date: August 21, 2014

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 21<sup>st</sup> day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Donald G. Simmons, who acknowledged being the Mayor and duly authorized agent of Progress Industrial Properties, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity an Ohio corporation.

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



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2018

*Joseph E. Almady*  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

*JEA*

City of Medina

Dennis Hanwell

Dennis Hanwell  
Mayor

Date: October 28, 2014

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 28 day of October, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, the Mayor and duly authorized representative of City of Medina, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Medina.

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

Kimberly A. Walter

NOTARY PUBLIC

My Commission expires

KIMBERLY A. WALTER  
Notary Public - State of Ohio  
My Commission Expires Aug. 3, 2013

EXHIBIT A

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

PARCEL 4-WDV AM  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[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 No. 9056 and being a 1.5909 acre parcel conveyed on June 25, 2007 to Progress Industrial Properties, Inc. by Document No. 2007OR017162 of 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1493.74 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 64.45 feet to an Iron Pin Set;
2. thence South 37 degrees 13 minutes 30 seconds West a distance of 38.71 feet to an Iron Pin Set;
3. thence North 64 degrees 52 minutes 10 seconds West a distance of 38.84 feet to an Iron Pin Set;
4. thence North 23 degrees 37 minutes 35 seconds West a distance of 14.65 feet to 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-03-024 and contains a gross take of 0.0269 acres more or less.

EXHIBIT A

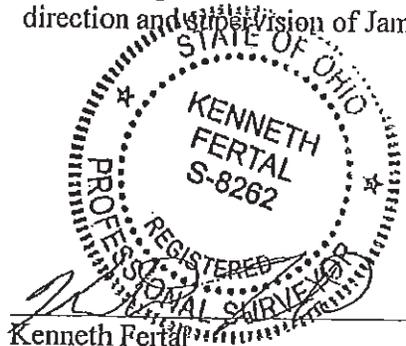
RX 25I WDV

Page 2 of 2  
Rev. 05/09

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 December 17, 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 Land Surveyor Number 7809.



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

12/17/2012  
Date

Legal Approved  
Date 1-7-2013  
By Beth Mckai

EXHIBIT A

RX 287 TV

Page 1 of 2

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

PARCEL 4-TV AM  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING 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 No. 9056 and being a 1.5909 acre parcel conveyed on June 25, 2007 to Progress Industrial Properties, Inc. by Document No. 2007OR017162 of 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1520.93 feet; thence South 00 degrees 48 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 westerly property line of Medina City Lot 9056 and being the TRUE POINT OF BEGINNING.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 27.20 feet to a point;
2. thence South 23 degrees 37 minutes 35 seconds East a distance of 14.65 feet to a point;
3. thence South 64 degrees 52 minutes 10 seconds East a distance of 38.84 feet to a point;
4. thence North 37 degrees 13 minutes 30 seconds East a distance of 38.71 feet to a point on the said existing southerly right of way line;
5. thence North 89 degrees 11 minutes 47 seconds East a distance of 153.83 feet along the existing southerly right of way line to a point, at the easterly property line and Medina City Lot 1744;
6. thence South 00 degrees 08 minutes 05 seconds East a distance of 5.00 feet to a point;
7. thence South 89 degrees 11 minutes 47 seconds West a distance of 90.71 feet to a point;
8. thence South 00 degrees 48 minutes 13 seconds East a distance of 10 feet to a point;
9. thence South 89 degrees 11 minutes 47 seconds West a distance of 40 feet to a point;
10. thence North 00 degrees 48 minutes 13 seconds West a distance of 10 feet to a point;
11. thence South 89 degrees 11 minutes 47 seconds West a distance of 22.70 feet to a point;
12. thence South 05 degrees 26 minutes 02 seconds West a distance of 33.40 feet to a point;

EXHIBIT A

RX 287 TV

Rev. 06/09

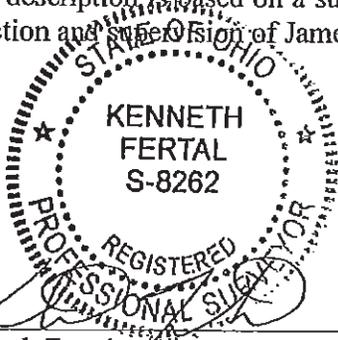
13. thence South 89 degrees 11 minutes 47 seconds West a distance of 44.83 feet to a point;
14. thence South 61 degrees 31 minutes 39 seconds West a distance of 62.45 feet to a point;
15. thence South 89 degrees 11 minutes 47 seconds West a distance of 8.32 feet to westerly property line and Medina City Lots 1733 and 1734;
16. thence North 00 degrees 10 minutes 35 seconds West along said westerly line a distance of 57.00 feet to 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-03-024 and contains a gross take of 0.0907 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 December 17, 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 Land Surveyor Number 7809.



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

12/17/2012  
Date

**RESOLUTION OF  
Progress Industrial Properties, Inc., an Ohio Corporation**

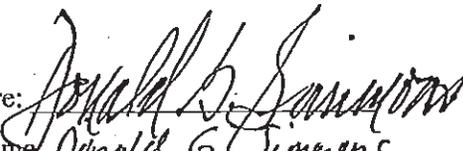
WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S) 4 WDV, TV  
MED-West Smith Road

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Medina has offered the sum of \$3,450.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Progress Industrial Properties, Inc., an Ohio Corporation that Donald G. Simmons shall be, and hereby is, the duly authorized, empowered and acting agent of Progress Industrial Properties, Inc., an Ohio Corporation for the purpose of executing and delivering to City of M all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from Progress Industrial Properties, Inc., an Ohio Corporation to City of M, for the hereinabove mentioned consideration.

Signature:   
Print Name: Donald G. Simmons  
Print Title: President

I, William D. Simmons, Secretary of Progress Industrial Properties, Inc., an Ohio Corporation, hereby certify that on 8/25/14, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on the 25<sup>th</sup> day of August, 2014.

Signature: William D. Simmons  
Print Name: William D. Simmons  
Print Title: Secretary

ORD. 193-14  
EXH. C



O. R. Colan  
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

Re: **MED-West Smith Road**  
PID No.: 81334  
Parcel No. 6-TV,TV-1 (PJC Storage, LLC)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- Signed Corporate Resolution
- W-9

Please review the enclosed documentation and process a check in the amount of **\$600.00** payable to "**PJC Storage, LLC**". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling  
Project Manager

Enclosures

### TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: PJC Storage, LLC, an Ohio limited liability company, the Grantor(s) herein, in consideration of the sum of \$600.00, 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 exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 6 TV, TV-1  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
Medina County Current Tax Parcel No(s). 029-19A-20-018,029-19A-20-014  
Prior Instrument Reference: General Warranty Deed Instrument No. 2013OR014626, and  
General Warranty Deed, Instrument No. 2014OR012527 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.

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.

IN WITNESS WHEREOF PJC Storage, LLC, an Ohio limited liability company has caused its name to be subscribed by Paul W. Wright, Jr., its duly authorized Sole Member, and it duly authorized agent on the 27th day of August, 2014.

PJC STORAGE, LLC, AN OHIO LIMITED LIABILITY COMPANY

By:   
Paul Wright -  
Sole member

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 27th day of August, 2014 before me the subscriber, a Notary Public in and for said state and county, personally came the above named Paul W. Wright, Jr., who acknowledged being the Sole Member and duly authorized agent of PJC Storage, LLC, an Ohio 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.



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2018

  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by: the City of Medina

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

PARCEL 6-TV AM  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE, WALK AND GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

PJC Storage, LLC

2013OR014626

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 9117 and being a 1.4254 acre parcel conveyed on September 24, 2001 to ~~Medina Industrial Center LLC~~ by Document No. ~~2001OR033924~~ of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1082.07 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 04 minutes 03 seconds West a distance of 20.20 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 15.96 feet to a point;
3. thence South 47 degrees 36 minutes 26 seconds East a distance of 29.51 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West a distance of 37.73 feet to a point and the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-018 and contains a gross take of 0.0124 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 December 17, 2012.

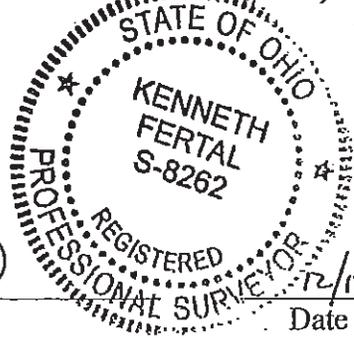
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

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



*[Handwritten Signature]*  
Kenneth Fertal

12/17/2012  
Date

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

**EXHIBIT A**

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 6-TV1 #11  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING GRADING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

*PJC Storage, LLC*

*2014 OR 012527*

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 3490 and being a 2.7119 acre parcel conveyed September 24, 2001 to ~~Medina Industrial Center LLC~~ by Document No. ~~2001OR033924~~ of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 780.51 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 48 minutes 13 seconds West a distance of 20.00 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 20.00 feet to a point;
3. thence South 00 degrees 48 minutes 13 seconds East a distance of 20.00 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West along said right of way line a distance of 20.00 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-014 and contains a gross take of 0.0092 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 December 17, 2012.

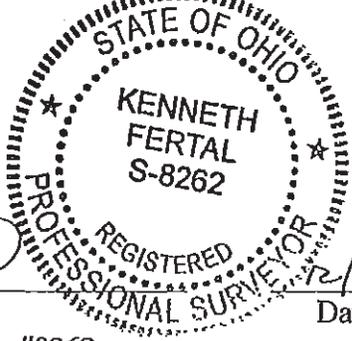
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

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 Land Surveyor Number 7809.



*[Handwritten Signature]*  
Date 12/17/2012

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

**RESOLUTION OF  
PJC Storage, LLC, an Ohio limited liability company**

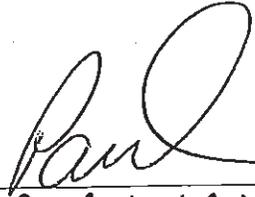
WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 6 TV, TV-1  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Medina has offered the sum of \$600.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of PJC Storage, LLC, an Ohio limited liability company that Paul W. Wright Jr. shall be, and hereby is, the duly authorized, empowered and acting agent of PJC Storage, LLC, an Ohio limited liability company for the purpose of executing and delivering to City of Medina all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from PJC Storage, LLC, An Ohio Limited Liability Company to City of Medina, for the hereinabove mentioned consideration.

  
\_\_\_\_\_  
Paul W. Wright Jr

I, BARBARA E. WRIGHT, Secretary of PJC Storage, LLC, an Ohio limited liability company, hereby certify that on 8/27/14, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on 8/27/14.

Barbara E. Wright  
Barbara E. Wright

Ord. 173-14  
Exh. D



**O. R. Colan**  
**ASSOCIATES**

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 30, 2014

Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

Re: **MED-West Smith Road**  
**PID No.: 81334**  
**Parcel No. 7-TV (Stephen Andrews)**

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- W-9

Please review the enclosed documentation and process a check in the amount of **\$300.00** payable to "**Stephen Andrews**". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling  
Project Manager

Enclosures

### TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Stephen Andrews, widower and not remarried, 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 exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 7 TV  
MED-West Smith Road (PID 81334)

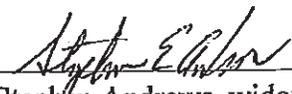
SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
Medina County Current Tax Parcel No. 028-19C-04-005  
Prior Instrument Reference: Warranty Deed O.R. Volume 1104, Page 429, Medina County Recorder's Office.

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.

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.

IN WITNESS WHEREOF Stephen Andrews, widower and not remarried, has hereunto set his hands on the 22<sup>nd</sup> day of September, 2014.

  
Stephen Andrews, widower

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 22<sup>nd</sup> day of September, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Stephen Andrews, who acknowledged the foregoing instrument to be his voluntary act and deed.

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



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2018

  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by: the City of Medina

**EXHIBIT A**

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 7-TV AM  
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 No. 1736 and being a 0.798 acre parcel conveyed on November 13, 1995 to Stephen Andrews by Deed Volume 1104 Page 429 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1029.92 feet; thence South 00 degrees 48 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 11 minutes 47 seconds East along said existing right of way line a distance of 116.50 feet to a point and the easterly property line;
2. thence South 00 degrees 01 minutes 05 seconds East along easterly line a distance of 9.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 34.00 feet to a point;
4. thence North 61 degrees 52 minutes 54 seconds West a distance of 8.27 feet to a point;
5. thence South 89 degrees 11 minutes 47 seconds West a distance of 75.20 feet to a point;
6. thence North 00 degrees 01 minutes 05 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-04-005 and contains a gross take of 0.0168 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).

EXHIBIT A

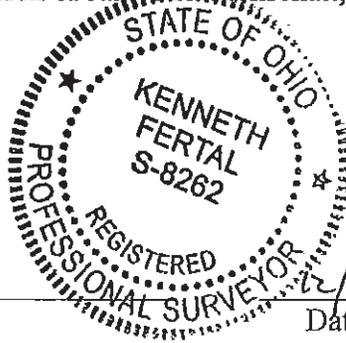
Page 2 of 2

RX 287 TV

Rev. 06/09

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 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 Land Surveyor Number 7809.



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

12/17/2012  
Date

Ord. 173-14  
Exh. E



**O. R. Colan**  
**ASSOCIATES**

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

Re: **MED-West Smith Road**  
**PID No.: 81334**  
**Parcel No. 10-WDV,TV (Parker)**

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Contract for Sale and Purchase of Real Property (Original)
- W-9 (Original)

Please review the enclosed documentation and process a check in the amount of **\$5,750.00** payable to "**William B. Parker, Jr.**". Once the check has been processed, please forward it to our office along with a completely executed contract in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling  
Project Manager

Enclosures

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**  
WITHOUT BUILDING(S)

PARCEL(S): 10 WDV, TV  
MED-West Smith Road (PID 81334)

This Agreement is by and between the City of Medina ["Purchaser"] and William B. Parker, Jr., Married ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$5,750.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) \*other items\*.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in

Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall; and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject

property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina and William B. Parker, Jr., Married have executed this Agreement on the date(s) indicated immediately below their respective signatures.

And, for the consideration hereinabove written, Kelly A. Parker, the spouse of William B. Parker, Jr., hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

*William B. Parker, Jr.*  
WILLIAM B. PARKER, JR.

Date: 08/25/2014

*Kelly A. Parker*  
KELLY A. PARKER

Date: 08/25/2014

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 25<sup>th</sup> day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named William B. Parker, Jr. and Kelly A. Parker, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

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



JOSEPH E. ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2018

*Joseph E. Almady*  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

*gcu*

City of Medina

Dennis Hanwell

Dennis Hanwell  
Mayor

Date: October 28, 2014

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 28 day of October, 2014,  
before me the subscriber, a Notary Public in and for said state and county, personally came the above  
named Dennis Hanwell, the Mayor and duly authorized representative of City of Medina, who  
acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Medina.

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

Kimberly A. Walter

NOTARY PUBLIC

My Commission expires

KIMBERLY A. WALTER  
Notary Public - State of Ohio

My Commission Expires Aug. 3, 2013

**EXHIBIT A**

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 10-WDV AM  
WEST SMITH ROAD  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[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 No. 1741 & 1742 and being part of parcel conveyed on October 07, 2011 to William B. Parker Jr. by Document No. 2011OR020544 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 613.42 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the northwest corner of Medina City Lot 1741 and the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along northerly line of Medina City Lot 1741 and 1742, a distance of 150.00 feet to an Iron Pin Set and the east line of Medina City Lot 1742;
2. thence South 00 degrees 01 minutes 05 seconds East along easterly line of 1742 line a distance of 8.00 feet, to an Iron Pin Set;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 150.00 feet to an Iron Pin Set and the west line of Medina City Lot 1741;
4. thence North 00 degrees 01 minutes 05 seconds West a distance of 8.00 feet to an Iron Pin Set 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-04-008 and contains a gross take of 0.0275 acres more or less.

EXHIBIT A

RX 251 WDV

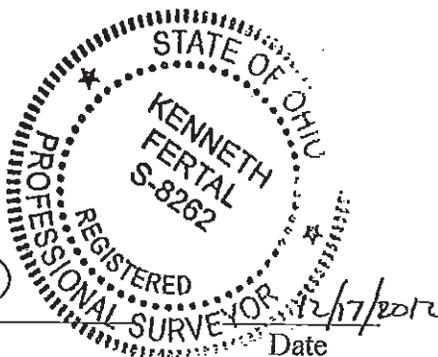
Page 2 of 2

Rev. 05/09

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 December 17, 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 Land Surveyor Number 7809.



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

Legal Approved  
Date 1-8-2013  
By Beth G. Miller

**EXHIBIT A**

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 10-TV A<sup>M</sup>  
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 Lots No. 1741 and being part of parcel conveyed October 07, 2011 to William B. Parker Jr. by Document No. 2011OR020544 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 the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 569.91 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 38.00 feet to the intersection of the proposed southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said proposed right of way line a distance of 31.38 feet to a point;
2. thence South 00 degrees 01 minutes 05 seconds East a distance of 7.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 31.29 feet to a point;
4. thence North 00 degrees 48 minutes 13 seconds West a distance of 7.00 feet to a point and the proposed 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-04-008 and contains a gross take of 0.005 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 December 17, 2012.

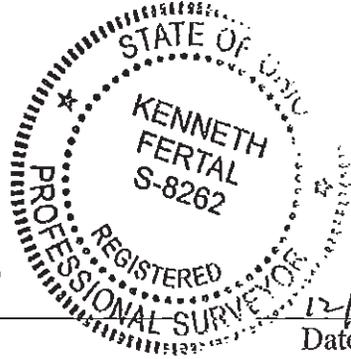
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

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 Land Surveyor Number 7809.

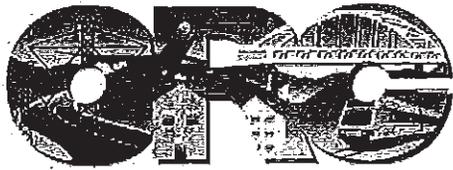


*Kenneth Fertal*

Kenneth Fertal  
Professional Surveyor #8262

HNTB Ohio, Inc.  
1100 Superior Avenue, Suite 1310  
Cleveland, OH 44114

12/12/2012  
Date



# O. R. Colan ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

Re: **MED-West Smith Road**  
**PID No.: 81334**  
**Parcel No. 10-WDV,TV (Parker)**

Dear Mr. Patton:

The property owner of the above referenced parcel has requested \$5,750.00 as settlement in regard to the above referenced project.

The fee owner was offered \$5,600.00. They have requested an additional \$150.00 for settlement for 11 feet of plastic stockade fence that was not included within the appraisal. ORC has been able to negotiate the settlement as stated above. This settlement is within the \$500.00 authority given to O. R. Colan Associates (ORC) and the City of Medina to approve. This settlement is considerably less than the cost of an appropriation action, where the legal and appraisal fees could range from \$8,000.00 to \$20,000.00.

Based on the nominal increase request, I recommend the counter offer be approved.

If you are in agreement with the settlement, please sign off on the enclosed Value Analysis, and return it to our office for further processing. If any further information or assistance is required, please do not hesitate to contact me at (440) 827-6116 ext. 204.

Respectfully,

Matthew Starling  
Project Manager

ORD 111-14

RE-22  
REV. 1-2012

REVIEW APPRAISER'S  
FAIR MARKET VALUE ESTIMATE

OWNER'S NAME

William B. Parker, Jr.

COUNTY MED

ROUTE West Smith Road

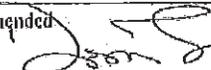
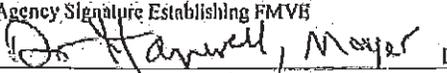
SECTION n/a

PARCEL NO. 10 WDV, TV

PROJECT I.D. NO. 81334

|                            | PAR NO.  | ITEMS INCLUDED IN THIS ESTIMATE  |        |          | ORIGINAL | REVISION | REVISION | Admin. Settlement |
|----------------------------|----------|--|--------|----------|----------|----------|----------|-------------------|
| L<br>A<br>N<br>D           | 10 WDV   | 0.0275 ac. industrial land @ \$35,000/ac., say:                        |        |          | \$975    |          |          | \$975             |
|                            |          |  |        |          |          |          |          |                   |
| F<br>E<br>N<br>C<br>E      |          |  |        |          |          |          |          |                   |
|                            |          |  |        |          |          |          |          |                   |
| T<br>R<br>E<br>E<br>S      |          | NO.  | KIND   | AV. SIZE |          |          |          |                   |
|                            | 10 WDV   | 7  | Shrubs | Small    | \$325    |          |          | \$325             |
| O<br>T<br>H<br>E<br>R      | 10 WDV   | Asphalt paving - 140 s.f. @ \$1.90/s.f., say:                          |        |          | \$265    |          |          | \$265             |
|                            | 10 WDV   | Concrete paving - 50 s.f. @ \$4.75/s.f., say:                          |        |          | \$235    |          |          | \$235             |
|                            | 10 WDV-1 | Lawn area - 908 s.f. @ \$0.35/s.f.                                     |        |          | \$325    |          |          | \$325             |
|                            | 10 WDV   | Commercial sign, depreciated value                                     |        |          | \$1,675  |          |          | \$1,675           |
|                            | 10 WDV   | Flagpole -1 @ \$1,700:   |        |          | \$1,700  |          |          | \$1,700           |
|                            | 10 WDV   | Landscape bed - 100 s.f. @ \$0.75/s.f., say:                           |        |          | \$75     |          |          | \$75              |
|                            | 10 WDV   | Administrative Settlement  |        |          |          |          |          | \$150             |
| B<br>L<br>D<br>G           |          | None   |        |          | \$0      |          |          |                   |
|                            |          |  |        |          |          |          |          |                   |
| D<br>A<br>M<br>A<br>G<br>E | 10 TV    | 0.0050 ac. Temporary Easement @ \$35,000/ac. x<br>10%, 1.5 years, say: |        |          | \$25     |          |          | \$25              |
|                            |          |  |        |          |          |          |          |                   |
| E<br>L                     |          | TOTAL FAIR MARKET VALUE FOR REQUIRED R/W                               |        |          | \$5,600  |          |          | \$5,750           |
|                            |          | OFFER FOR REQUIRED R/W AND EXCESS LAND                                 |        |          |          |          |          |                   |
|                            |          | ADDED COST TO ACQUIRE EXCESS LAND                                      |        |          |          |          |          |                   |
|                            |          | VALUE  | AREA   |          |          |          |          |                   |

We, the undersigned, hereby certify that this estimate contains no allowance for any item contrary to Ohio law and that the amount shown represents the fair market value of the right of way to be acquired.

|   |                                      |  |                                     |
|---|--------------------------------------|--|-------------------------------------|
| Trainee's Recommendation  | Date                                 | Recommended  | Date                                |
|   |                                      |  | 05/14/2014                          |
| Review Appraiser Typed Name   |                                      | Review Appraiser Typed Name  | Dean T. Smith, MAI                  |
| Recommended   | Date                                 | Recommended  | Date                                |
| 2 <sup>nd</sup> Review Appraiser  |                                      | Appraisal Unit Manager   |                                     |
| Agency Signature Establishing FMVB  | Date                                 | Administrative Settlement / Case Settlement  | Date                                |
|  Mayor | 6-24-14                              |  |                                     |
| Typed Name & Title  | Patrick Patton, City Engineer DENNIS | Typed Name & Title   | Patrick Patton, P.E., City Engineer |
| Agency Name   | City of Medina HANWELL               | Agency Name  | City of Medina, Ohio                |

MAYOR

Administrative Review

The fee owner was offered \$5,600.00. They have requested an additional \$150.00 for settlement for 11 feet of plastic stockade fence that was not included within the appraisal. ORC has been able to negotiate the settlement as stated above. This settlement is within the \$500.00 authority given to O. R. Colan Associates (ORC) and the City of Medina to approve. This settlement is considerably less than the cost of an appropriation action, where the legal and appraisal fees could range from \$8,000.00 to \$20,000.00.

Based on the nominal increase request, I recommend the counter offer be approved.

---

Patrick Patton, P.E.

City Engineer

Date: \_\_\_\_\_

Ord. 173-14  
EXH. F



# O. R. Colan ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.  
City Engineer  
City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256

**Re: MED-West Smith Road**  
PID No.: 81334  
Parcel No. 18-TV (777 Investments, LLC)

Dear Mr. Patton:

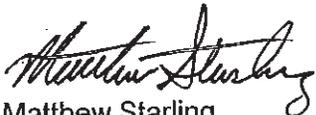
Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- Signed Corporate Resolution
- W-9

Please review the enclosed documentation and process a check in the amount of **\$300.00** payable to "777 Investments LLC". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

  
Matthew Starling  
Project Manager

Enclosures

ODOT LPA RE 807  
Rev. 09/2012

TE  
LPA

### TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: 777 Investments LLC, an Ohio 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 exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 18 TV  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
Medina County Current Tax Parcel No. 029-19A-20-019  
Prior Instrument Reference: Special Warranty Deed Instrument No. 2011OR022229, 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.

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.

IN WITNESS WHEREOF 777 Investments LLC, an Ohio Limited Liability Company has caused its name to be subscribed by Paul W. Wright Jr., its duly authorized Managing Member, and it duly authorized agent on the 27th day of August, 2014.

777 INVESTMENTS LLC, AN OHIO LIMITED LIABILITY COMPANY

By: Paul Wright  
Paul Wright  
Managing member

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 27th day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Paul W. Wright Jr., who acknowledged being the Managing Member and duly authorized agent of 777 Investments LLC, an Ohio 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.



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2018

Joseph Almady  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by: the City of Medina

**EXHIBIT A**

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

*Jea*  
**PARCEL 18-TV  
WEST SMITH ROAD  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT THE EXISTING DRIVE, WALK 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 No. 9118 and being a 1.7459 acre parcel conveyed on October 28, 2011 to 777 Investments, LLC by Document No. 2011OR022229 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

**BEGINNING** from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1102.07 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 04 minutes 03 seconds West a distance of 20.20 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 20.00 feet to a point;
3. thence South 00 degrees 04 minutes 03 seconds East a distance of 20.20 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West a distance of 20.00 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-019 and contains a gross take of 0.0093 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 December 17, 2012.

EXHIBIT A

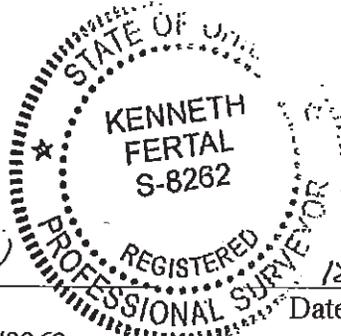
RX 287 TV

Page 2 of 2

Rev. 06/09

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 Land Surveyor Number 7809.

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

  
Date 12/12/2012

**RESOLUTION OF  
777 Investments LLC, an Ohio Limited Liability Company**

WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 18 TV  
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

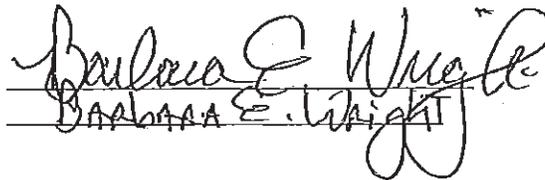
WHEREAS, the City of Medina has offered the sum of \$300.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of 777 Investments LLC, an Ohio Limited Liability Company that Paul W. Wright, Jr. shall be, and hereby is, the duly authorized, empowered and acting agent of 777 Investments LLC, an Ohio Limited Liability Company for the purpose of executing and delivering to City of Medina all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from 777 Investments LLC, An Ohio Limited Liability Company to City of Medina, for the hereinabove mentioned consideration.

  
\_\_\_\_\_  
Paul W. Wright, Jr.

I, BARBARA E. WRIGHT, Secretary of 777 Investments LLC, an Ohio Limited Liability Company, hereby certify that on 8/27/14, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on 8/27/14

  
BARBARA E. WRIGHT