

ORDINANCE NO. 27-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THREE (3) EASEMENTS NECESSARY FOR THE EASTGATE RESIDENTIAL DRAINAGE PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized to accept three (3) Easements necessary for the Eastgate Residential Drainage Program, City Job #974E.

SEC. 2: That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 16 Eastgate Drive, Permanent Parcel No. 028-19D-05-258, part of Medina City Lot 1698.

SEC. 3: That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 10 Eastgate Drive, Permanent Parcel No. 028-19D-05-257, part of Medina City Lot 1699.

SEC. 4: That the Easement marked Exhibit C, attached hereto and incorporated herein, is on the property located at 860 Gates Mills Blvd., Permanent Parcel No. 028-19D-05-256, part of Medina City Lot 1700.

SEC. 5: 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. 6: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: February 23, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: February 24, 2015

SIGNED: Dennis Hanwell
Mayor

Effective date – March 25, 2015

Storm Sewer and Drainage Easement

Ord 27-15
Exh. A

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (FORTY NINE and 06/100) Dollars (\$49.06) and other good and valuable consideration recited herein given to SCOTT DOUGLAS TROMMER and LAURA MARIE TROMMER hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 1698 and being now or formerly owned by Scott Douglas Trommer and Laura Marie Trommer and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1698, said being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence, continuing North 23° 12' 44" West along the west property line of said Medina City Lot 1698 a distance of 10.02 feet to a point;

Thence North 70° 47' 40" East a distance of 24.53 feet to a point;

Thence South 19° 12' 20" East a distance of 20.00 feet to a point on the south property line of said Medina City Lot 1698;

Thence, North 86° 26' 26" West along the south property line of said Medina City Lot 1698 a distance of 25.84 feet to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 16 Eastgate Drive; Permanent Parcel No. 028-19D-05-258, part of Medina City Lot 1698 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including brush, vegetation and existing storm sewer; to install the proposed storm sewer and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 16 Eastgate Drive; Permanent Parcel No. 028-19D-05-258, part of Medina City Lot 1698 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 19th day of December, 2014.

Grantor:
Scott Douglas Trommer

Signature: [Signature]
Print Name: Scott D. Trommer

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Scott Douglas Trommer, 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 19th day of December, 2014.



DEBRA MASON
Notary Public
In and for the State of Ohio
Signature: Debra Mason
Print Name: Debra Mason
My Commission Expires: May 26, 2019
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19th day of December, 2014.

Grantor:
Laura Marie Trommer

Signature: [Signature]
Print Name: Laura M Trommer

State of Ohio)
County of Medina) SS:

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



DEBRA MASON
Notary Public
In and for the State of Ohio
Signature: Debra Mason
Print Name: Debra Mason
My Commission Expires: May 26, 2019
Notary Seal:

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

EASTGATE DRIVE 60'

SKETCH OF EASEMENT

Part of Medina City Lot Nos. 1698

Date: December, 2014

Owner: Trommer

Parcel Number: 02B-19D-05-258

LINE	LENGTH	BEARING
L1	10.02'	N 23°12'44" W
L2	24.53'	S 70°47'40" W
L3	20.00'	S 19°12'20" E
L4	25.84'	N 66°26'26" W

PRINCIPAL PLACE OF BEGINNING

MCL 1699
10 EASTGATE DRIVE
P.N. 02B-19D-05-257
LARRY & KATHERINE
HEIDLOFF

MCL 1698
16 EASTGATE DRIVE
P.N. 02B-19D-05-258
SCOTT & LAURA
TROMMER

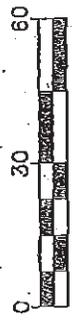
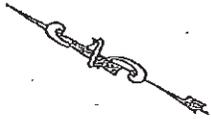
MCL 1687
20 EASTGATE DRIVE
P.N. 02B-19D-05-289
MARK & SUZANNE
VAN PEURSEM

MCL 1700
860 GATES MILLS BLVD.
P.N. 02B-16D-05-256
DENNIS P. POWERS

STORM SEWER & DRAINAGE
EASEMENT GRANTED TO THE
CITY OF MEDINA

MCL 2032

MCL 2033



SCALE: 1" = 30'

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

CITY OF MEDINA
DEPARTMENT OF ENGINEERING
132 N. ELMWOOD AVENUE
MEDINA, OHIO 44255
CITY JOB No. 974E

Storm Sewer and Drainage Easement

ORD 2715
Exh. 15

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO HUNDRED SIXTY TWO and 56/100 Dollars (\$262.56) and other good and valuable consideration recited herein given to LARRY C. HEIDELOFF and KATHERINE A. HEIDELOFF hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 1699 and being now or formerly owned by Larry C. Heideloff and Katherine A. Heideloff and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1699, said point also being on the easterly right of way of Gates Mills Boulevard, having a right of way width of 60.00 feet, and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence, continuing North 28° 37' 32" West along the east right of way line of said Gates Mills Boulevard a distance of 10.14 feet to a point;

Thence North 70° 47' 40" East a distance of 131.28 feet to a point on the east property line of said Medina City Lot 1699;

Thence South 23° 12' 44" East along the east property line of said Medina City Lot 1699 a distance of 10.02 feet to a point also being the southeast corner of said Medina City Lot 1699;

Thence, South 70° 47' 40" West along the south property line of said Medina City Lot 1699 a distance of 130.32 feet to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 10 Eastgate Drive; Permanent Parcel No. 028-19D-05-257, part of Medina City Lot 1699 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including brush, vegetation and existing storm sewer, to install the proposed storm sewer and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 10 Eastgate Drive; Permanent Parcel No. 028-19D-05-257, part of Medina City Lot 1699 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 12th day of December, 2014.

Grantor:

Larry C. Heideloff

Signature: [Handwritten Signature]
Print Name: LARRY C. HEIDELOFF

State of Ohio)

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Larry C. Heideloff, 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 12th day of December, 2014.

Notary Signature: [Handwritten Signature]
Print Name: KIMBERLY A. WALTER
My Commission Expires: KIMBERLY A. WALTER
Notary Seal: Notary Public - State of Ohio
My Commission Expires Aug. 3, 2015

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12th day of December, 2014.

Grantor:

Katherine A. Heideloff

Signature: [Handwritten Signature]
Print Name: KATHERINE A. HEIDELOFF

State of Ohio)

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Katherine A. Heideloff, 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 12th day of December, 2014.

Notary Signature: [Handwritten Signature]
Print Name: KIMBERLY A. WALTER
My Commission Expires: KIMBERLY A. WALTER
Notary Seal: Notary Public - State of Ohio
My Commission Expires Aug. 3, 2015

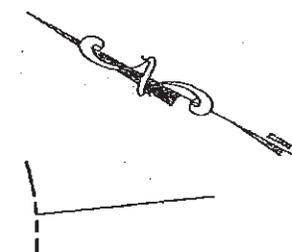
This instrument was prepared by:

Gregory Huber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH. 44256

SKETCH OF EASEMENT

Part of Medina City Lot Nos. 1699
 Date: December, 2014
 Owner: Heldeloff
 Parcel Number: 028-19D-05-257

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.14'	N 28°37'32" W
L2	10.02'	S 23°12'44" E



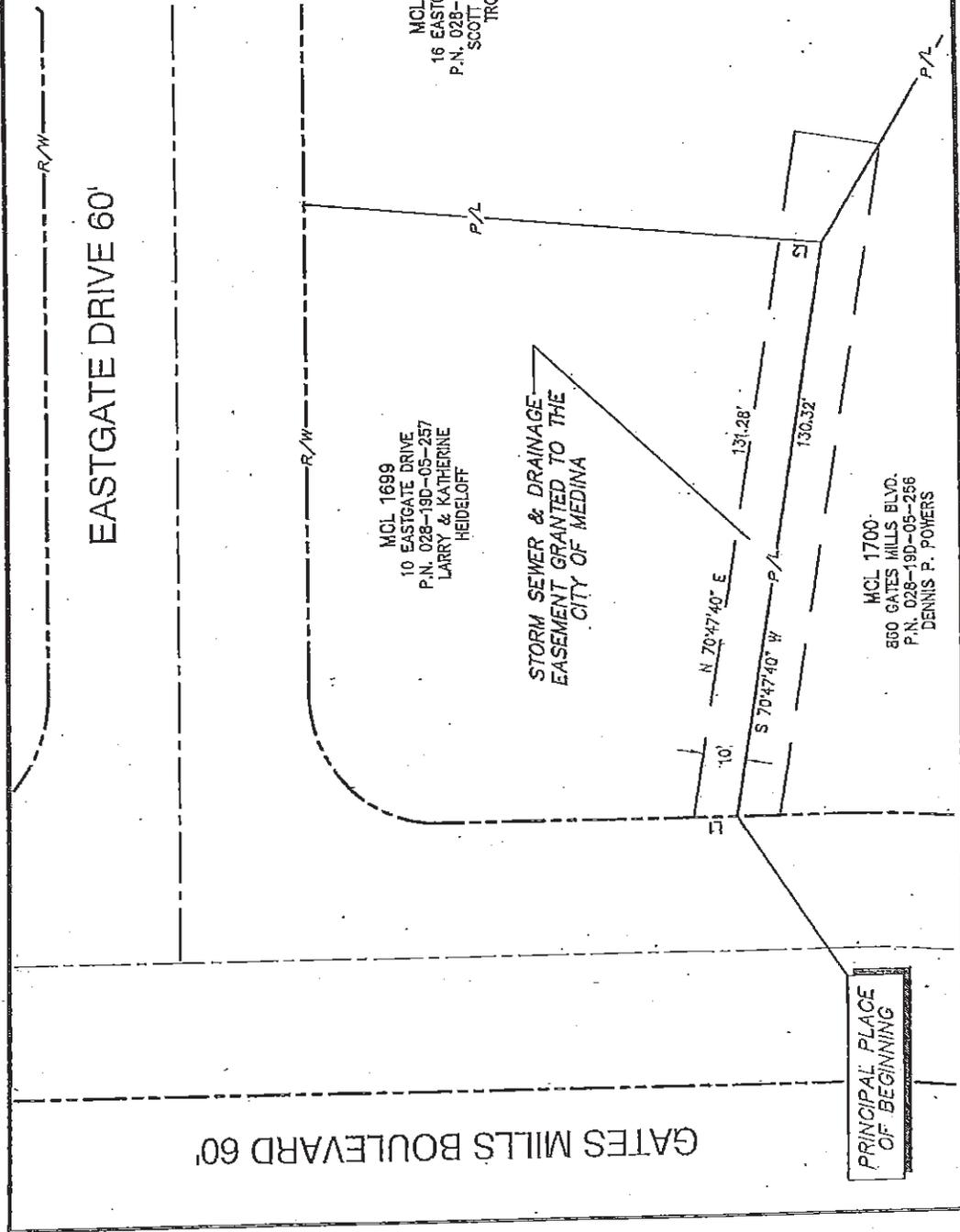
SCALE: 1" = 30'

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

CITY OF MEDINA
 DEPARTMENT OF ENGINEERING
 132 N. ELWOOD AVENUE
 MEDINA, OHIO 44256
 CITY JOB No. 974E

EASTGATE DRIVE 60'

GATES MILLS BOULEVARD 60'



PRINCIPAL PLACE
 OF BEGINNING

Storm Sewer and Drainage Easement

Ord. 27-15
Exh. C

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of THREE HUNDRED FOUR and 98/100 Dollars (\$304.98) and other good and valuable consideration recited herein given to DENNIS P. POWERS hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 1700 and being now or formerly owned by the Dennis P. Powers and is further bounded and described as follows:

Beginning at the northwest corner of said Medina City Lot 1700, said point also being on the easterly right of way of Gates Mills Boulevard, having a right of way width of 60.00 feet, and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence, continuing North 70° 47' 40" East along the north property line of said Medina City Lot 1700 a distance of 130.32 feet to the northeast corner of said City Lot;

Thence South 86° 26' 26" East along the east property line of said Medina City Lot 1700 a distance of 25.84 feet to a point;

Thence South 70° 47' 40" West a distance of 152.49 feet to a point on the easterly right of way of said Gates Mills Boulevard;

Thence, North 28° 37' 32" West along the east right of way line of said Gates Mills Boulevard a distance of 10.14 feet to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way, however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 860 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-256, part of Medina City Lot 1700 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including brush, vegetation and existing storm sewer; to install the proposed storm sewer and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 860 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-256, part of Medina City Lot 1700 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 11 day of Dec, 2014.

Grantor: Dennis P. Powers

Signature: [Handwritten Signature]

Print Name: Dennis Powers

State of Ohio)
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 11th day of December, 2014.

Notary Signature: Kimberly A. Walter

Print Name: Kimberly A. Walter

My Commission Expires: KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2016

Notary Seal:

This instrument was prepared by:

Gregory Huber, Law Director
City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

SKETCH OF EASEMENT

Part of Medina City Lot Nos. 1700

Date: December, 2014

Owner: Powers

Parcel Number: 028-19D-05-256

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.84'	S 86°28'26" E
L2	19.14'	N 28°37'32" W

MCL 1698
16 EASTGATE DRIVE
P.N. 028-19D-05-258
SCOTT & LAURA
TROMNER

MCL 1700
860 GATES MILLS BLVD.
P.N. 028-19D-05-256
DENNIS P. POWERS

MCL 1701
870 GATES MILLS BLVD.
P.N. 028-19D-05-256
RONALD & DEBRA LETTERLY

MCL 1699
10 EASTGATE DRIVE
P.N. 028-19D-05-257
LARRY & KATHERINE
HEIDELOFF

STORM SEWER & DRAINAGE
EASEMENT GRANTED TO THE
CITY OF MEDINA



SCALE: 1" = 30'

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

CITY OF MEDINA
DEPARTMENT OF ENGINEERING
132 N. ELMWOOD AVENUE
MEDINA, OHIO 44256
CITY JOB No. 974E

PRINCIPAL PLACE
OF BEGINNING

GATES MILLS BOULEVARD 60'

GATES MILLS

GATES MILLS

S

10'

N 70°47'40" E

P/L

130.32'

L1

152.48'

S 70°47'40" W

P/L

P/L

P/L

P/L

P/L