

ORDINANCE NO. 208-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT TWO (2) EASEMENTS NECESSARY FOR THE GATES MILLS BRIDGE REPLACEMENT PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized to accept Two (2) Easements necessary for the Gates Mills Bridge Replacement Project.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 815 Gates Mills Boulevard, Permanent Parcel No. 028-19D-05-281, part of Medina City Out Lot No. 1664, one (1) storm sewer and drainage easement.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 816 Gates Mills Boulevard, Permanent Parcel No. 028-19D-05-274, part of Medina City Out Lot No. 1651, one (1) storm sewer and drainage easement.
- SEC. 5:** That the funds to cover the easements, in the amount of \$4,692.49 are available in Account No. 108-0610-54411.
- SEC. 6:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 7:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: December 13, 2021

SIGNED: 
President of Council

ATTEST: 
Clerk of Council

APPROVED: December 14, 2021

SIGNED: 
Mayor



8 4 0 0 1 7 7
Tx:8275058

2022OR000976

LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
01/12/2022 02:44 PM

REC FEE: 50.00
PAGES: 5
DOC TYPE: EASE

*Ord. 208-21
Exh. A*

MEDINA COUNTY RECORDER

LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET.
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

Ord. 208-21
Exh. A

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (THREE THOUSAND THREE HUNDRED FORTY FOUR and 64/100) Dollars (\$3,344.64) and other good and valuable consideration recited herein given to MEGAN E. COWEN also known as MEGAN E. COWEN TRIPP 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 or removing a PERPETUAL WATERCOURSE WITH A 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, Medina County, Ohio and known as being part of Lot 1644 in Crestwood Land Company's Crestwood Development No. 1, also known as Sublot 14, as shown on the plat of said development recorded in Volume 6, Page 93 on the 29th day of August, 1955 by the Medina County Recorder, further bounded and described as follows:

Commencing at the Grantor's southeasterly property corner and the intersection of the southwesterly right of way line of Gates Mills Blvd., 60' wide; thence following the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. **North 38 degrees 28 minutes 48 seconds West** a distance of **45.00 feet** to a point on the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. to the **True Point of Beginning** of the parcel herein described;

1. Thence **South 51 degrees 31 minutes 12 seconds West** a distance of **25.00 feet** to a point;
2. Thence **North 38 degrees 28 minutes 48 seconds West** a distance of **35.00 feet** to a point on the Grantor's northwesterly property line;
3. Thence **North 51 degrees 31 minutes 12 seconds East** a distance of **25.00 feet** to a point on the Grantor's northwesterly property corner and the intersection of the southwesterly right of way line of Gates Mills Blvd.;
4. Thence, **South 38 degrees 28 minutes 48 seconds East** a distance of **35.00 feet** along the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. to the **True Point of Beginning** and enclosing an area of 0.0201 acre, more or less, none of which present road occupied and is from Medina County Auditor's Parcel No. 028-19D-05-281.

Bearings do not match plat and are based on an assumed meridian for reference only. This description was prepared and reviewed under the supervision of Mary E. Kimberlin, P.E., P.S., Registered Surveyor No. 7540, and is based on survey performed by the Euthenics' survey staff in July, 2020.

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 PERPETUAL WATERCOURSE WITH 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 815 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-281, part of Medina City Lot 1644 with the necessary equipment to remove any obstructions as necessary to allow for the proposed culvert and headwall installation including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances; to remove a portion of the existing concrete driveway and to replace it in kind with concrete; 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 815 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-281, part of Medina City Lot 1644 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 13 day of September, 20 21.

Grantor:

Megan E. Cowen Tripp

Signature: Megan Tripp

Print Name: MEGAN COWEN TRIPP

State of Ohio)

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Megan E. Cowen Tripp, 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 13 day of September, 20 21.

Notary Signature: Dean T. States

Print Name: Dean T. States

My Commission Expires: 12-1-2022

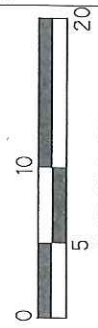
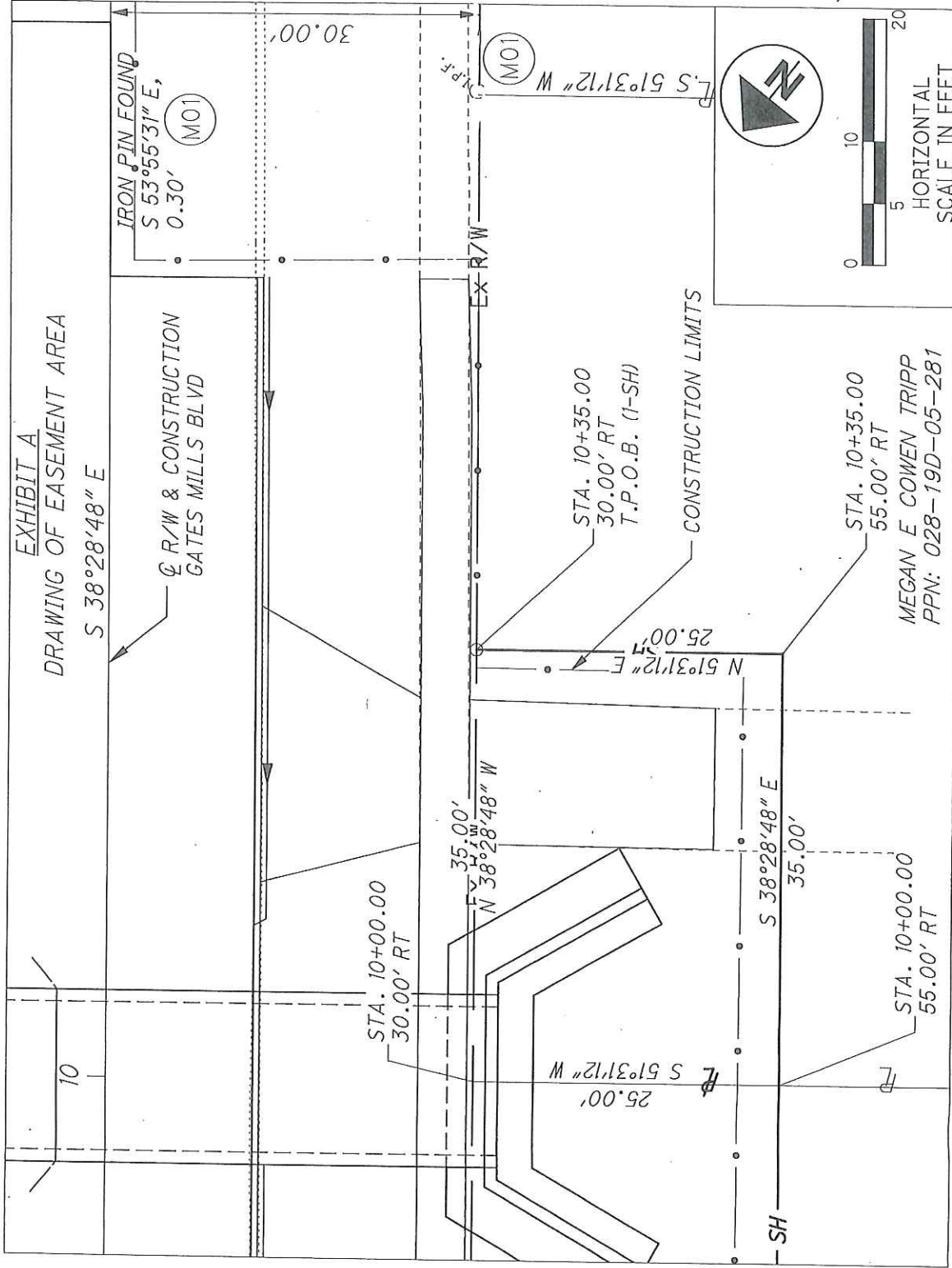
Notary Seal



DEAN T. STATES
Notary Public, State of Ohio
My Comm. Expires 12-01-2022
Recorded in Medina County

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

EXHIBIT A
DRAWING OF EASEMENT AREA



HORIZONTAL
 SCALE IN FEET

MEGAN E COWEN TRIPP
 PPN: 028-19D-05-281



8400176

Tx:8275058

2022OR000975

LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
01/12/2022 02:44 PM

REC FEE: 50.00

PAGES: 5

DOC TYPE: EASE

*Ord. 268-21
Exh. B.*

MEDINA COUNTY RECORDER

LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET.
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

Ord. 208-21
Exh. B

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE THOUSAND THREE HUNDRED FORTY SEVEN and 85/100) Dollars (\$1,347.85) and other good and valuable consideration recited herein given to SHARON Y. SCHUESSLER 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 or removing a PERPETUAL WATERCOURSE WITH A 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, Medina County, Ohio and known as being part of Lot 1651 in Crestwood Land Company's Crestwood Development No. 1, also known as Sublot 21, as shown on the plat of said development recorded in Volume 6, Page 93 on the 29th day of August, 1955 by the Medina County Recorder, further bounded and described as follows:

Commencing at the intersection of the Grantor's northwesterly property corner and the northeasterly right of way line of Gates Mills Blvd. and the **True Point of Beginning** of the parcel herein described;

1. Thence **North 51 degrees 31 minutes 12 seconds East** a distance of **22.00 feet** to a point on the Grantor's northwesterly property line;
2. Thence **South 38 degrees 28 minutes 48 seconds East** a distance of **16.00 feet** to a point;
3. Thence **South 51 degrees 31 minutes 12 seconds West** a distance of **22.00 feet** to a point on the Grantor's southwesterly property line and the northeasterly right of way line of Gates Mills Blvd.;
4. Thence, **North 38 degrees 28 minutes 48 seconds West** a distance of **16.00 feet** on the Grantor's southwesterly property line and the northeasterly right of way line of Gates Mills Blvd. to the **True Point of Beginning** and enclosing an area of 0.0081 acre, more or less, none of which present road occupied and is from Medina County Auditor's Parcel No. 028-19D-05-274.

Bearings do not match plat and are based on an assumed meridian for reference only. This description was prepared and reviewed under the supervision of Mary E. Kimberlin, P.E., P.S., Registered Surveyor No. 7540, and is based on survey performed by the Euthenics' survey staff in July, 2020.

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 PERPETUAL WATERCOURSE WITH 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 816 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-274, part of Medina City Lot 1651 with the necessary equipment to remove any obstructions as necessary to allow for the proposed culvert, headwall and rock rip rap installation including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances and rock channel protection; to remove a portion of the existing concrete driveway and to replace it in kind with concrete; 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 816 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-274, part of Medina City Lot 1651 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 10th day of November, 20 21.

Grantor:

Sharon Y. Schuessler

Signature: Sharon Y Schuessler

Print Name: Sharon Y Schuessler

State of Ohio)

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, **Sharon Y. Schuessler**, 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 10th day of NOVEMBER, 20 21.

Notary Signature: Serafino Piccoli

Print Name: SERAFINO S. PICCOLI

My Commission Expires: OCTOBER 26, 2024

Notary Seal:



SERAFINO S. PICCOLI
Notary Public, State of Ohio
My Commission Expires
October 26, 2024

This instrument was prepared by:

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

