

**ORDINANCE NO. 122-19**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT  
FOUR (4) EASEMENTS NECESSARY FOR THE WEST  
SMITH ROAD RECONSTRUCTION, PHASE 3 PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept four (4) Easements necessary for the West Smith Road Reconstruction, Phase 3 Project.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 1055 West Smith Road, Permanent Parcel No. 029-19A-22-001, part of Medina City Lot 3470, one (1) highway easement.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 5854 West Smith Road, Permanent Parcel No. 053-31C-02-007, Medina City Lot #9078, one (1) storm sewer and drainage easement.
- SEC. 4:** That the Easement marked Exhibit C, attached hereto and incorporated herein, located on the NE corner of W. Smith & Commerce Drive, Permanent Parcel No. 029-19A-22-008, Medina City Lot #3290, one (1) highway easement.
- SEC. 5:** That the Easement marked Exhibit D, attached hereto and incorporated herein, located on the NE corner of W. Smith & Commerce Drive, Permanent Parcel No. 029-19A-22-008, part of Medina City Lot #3290, one (1) storm sewer and drainage easement.
- SEC. 6:** That the funds to cover the easements, in the amount of \$712.70 are available in Account No. 108-0610-54411.
- SEC. 7:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 8:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** August 26, 2019

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** August 27, 2019

**SIGNED:** Dennis Hanwell  
Mayor

## Perpetual Highway Easement and Right of Way

Exh. A  
Ord 122-19

### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED NINETY FOUR and 93/100 Dollars (\$194.93) and other good and valuable consideration recited herein given to CORPRO COMPANIES, INC. 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 perpetual right-of-way and easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing ROADWAY PAVEMENT, SIDEWALK, UTILITIES 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 and State of Ohio, and known as being part of Medina City Lot 3470 also known as being part of land conveyed to Corpro Companies, Inc. by deed recorded on December 10, 2014 in Document No. 2014OR024989 of Medina County Recorder's Records further bounded and described as follows:

Commencing at the intersection of the centerline of Commerce Drive having a 60-foot wide Right-of-Way with the centerline of West Smith Road having a 60-foot wide Right-of-Way;

Thence along the centerline of said West Smith Road, bearing South 88°54'05" West, a distance of 30.00 feet to a point thereon, the same being the Southeast corner of said land conveyed to Corpro Companies, Inc.;

Thence along the Eastern line of said land conveyed to Corpro Companies, Inc., bearing North 01°07'56" West, a distance of 30.00 feet to a point thereon, said point also being the intersection of the Northern Right-of-Way line of said West Smith Road with the Western Right-of-Way line of said Commerce Drive and the TRUE PLACE OF BEGINNING of the easement herein described;

Thence along the Northern Right-of-Way line of said West Smith Road, bearing South 88°54'05" West a distance of 30.02 feet to a point thereon;

Thence along a tangent curve to the left having a radius of 30.00 feet, a tangent length of 30.02 feet, the chord which bears North 43°53'05" East, for a distance of 42.44 feet, along said arc for a distance of 47.14 feet to a point in the Eastern line of said land conveyed to Corpro Companies Inc. and the Western Right-of-Way line of said Commerce Drive;

Thence along the Eastern line of said land conveyed to Corpro Companies Inc. and the Western Right-of-Way line of said Commerce Drive, bearing South 01°07'56" East, a distance of 30.02 feet to a point in the Northern Right-of-Way line of said West Smith Road and the TRUE PLACE OF BEGINNING, containing 0.0044 acres of land (193 square feet), more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in December 2018.

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.

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 ROADWAY PAVEMENT, SIDEWALK, UTILITIES 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 1055 W. Smith Road, Permanent Parcel No. 029-19A-22-001, Medina City Lot No. 3470 with the necessary equipment to remove grass, vegetation, brush, pavement and sidewalk as necessary to allow for the proposed grading for the roadway pavement, sidewalk, storm sewer and future curb ramp installation; to install roadway pavement and curb; to install a curb ramp in the future; to install storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 1055 W. Smith Road, Permanent Parcel No. 029-19A-22-001, Medina City Lot No. 3470 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrators, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 7<sup>th</sup> day of March, 2019.

Grantor:

Signature: [Handwritten Signature]

Print Name: DANIEL P. SCHOGNEKSE

Title: VICE President + Deputy General Counsel

Company: Corpro Companies, Inc.

State of Ohio )

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, \_\_\_\_\_, 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 7<sup>th</sup> day of March, 2019.

Notary Signature: [Handwritten Signature]

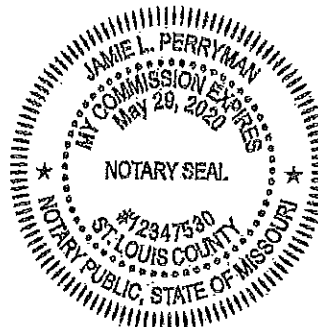
Print Name: Jamie L. Perryman

My Commission Expires: 05/29/20

Notary Seal:

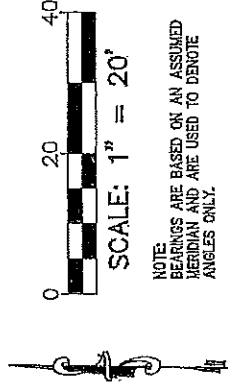
This instrument was prepared by:

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



# SKETCH OF EASEMENT

Part of Medina City Lot No. 3470  
 Date: December, 2018  
 Owner: Corrpro Companies, Inc.  
 Parcel Number: 029-19A-22-001



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

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	471.14'	30.00'	90°02'01"	N 43°53'05" E	52.44'

**MCL 3470**  
 P.N. 029-19A-22-001  
 1055 W. SMITH ROAD  
 CORRPRO COMPANIES, INC.  
 Doc. No. 20140R024989  
 12/10/2014

HIGHWAY EASEMENT  
 GRANTED TO THE  
 CITY OF MEDINA  
 0:0044 Ac. (193 SF)

WEST SMITH ROAD 60' R/W

COMMERCE  
 DRIVE 60' R/W

PLACE OF BEGINNING

TRUE PLACE  
 OF BEGINNING

CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 152 N. ELMWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 1024

**MCL 4293**  
 P.N. 028-19C-02-005  
 SPRING PEEPER PROPERTIES LTD.  
 Doc. No. 20050R044475 - 12/22/2005

**MCL 4449**  
 P.N. 028-19C-02-004  
 1100 W. SMITH ROAD  
 SPRING PEEPER PROPERTIES LTD.  
 Doc. No. 20010R009441 - 3/28/2001

P/L

P/L

N 01°07'59" W

S 88°54'05" W

30.00'

30.00'

30.02'

30.02'

R/W

R/W

R/W

R/W

## Storm Sewer and Drainage Easement

Exh. B

### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED FIFTY and 00/100 Dollars (\$150.00) and other good and valuable consideration recited herein given to DORIS J. RABE, JUDITH ANNE THOMSON, and KIMBERLY J. ATKINSON 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 storm sewer and drainage 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 and State of Ohio, and known as being part of Medina City Lot 9078 also known as being part of land conveyed to Doris J. Rabe, Trustee, Judith Anne Thomson, Trustee, and Kimberly J. Atkinson, Trustee by deed recorded on August 13, 2008 in Document No. 2008CR018071 of Medina County Recorder's Records further bounded and described as follows:

Commencing at the intersection of the centerline of Commerce Drive having a 60-foot wide Right-of-Way with the centerline of West Smith Road having a 60-foot wide Right-of-Way;

Thence along the centerline of said West Smith Road, bearing North 88°54'05" East, a distance of 288.46 feet to a point thereon said point being the Northeast corner of land conveyed to Spring Peeper Properties Ltd. by deed recorded on December 22, 2005 in Document No. 2005CR044475 and the Northwest corner of said land conveyed to Doris J. Rabe, Trustee, Judith Anne Thomson, Trustee, and Kimberly J. Atkinson, Trustee;

Thence along the Eastern line of said land conveyed to Spring Peeper Properties Ltd. and the Western line of said land conveyed to Doris J. Rabe, Trustee, Judith Anne Thomson, Trustee, and Kimberly J. Atkinson, Trustee, bearing South 00°05'01" West, a distance of 30.01 feet to a point thereon the same being a point in the Southern Right-of-Way line of said West Smith Road;

Thence along the Southern Right-of-Way line of said West Smith Road, bearing North 88°54'05" East, a distance of 300.90 feet to a point thereon and the TRUE PLACE OF BEGINNING of the easement herein described;

Thence continuing along the Southern Right-of-Way line of said West Smith Road, bearing North 88°54'05" East, a distance of 30.00 feet to a point thereon;

Thence at a right angle, bearing South 01°05'55" East, a distance of 10.00 feet to a point;

Thence parallel to the Southern Right-of-Way line of West Smith Road, bearing South 88°54'05" West, a distance of 30.00 feet to a point;

Thence at a right angle, bearing North 01°05'55" West, a distance of 10.00 feet to a point in the Southern Right-of-Way line of said West Smith Road and the TRUE PLACE OF BEGINNING, containing 0.0069 acres of land (300 square feet), more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hovevar, Inc. in December 2018.

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 5854 W. Smith Road, Permanent Parcel No. 053-31C-02-007, Medina City Lot No. 9078 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, 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 5854 W. Smith Road, Permanent Parcel No. 053-31C-02-007, Medina City Lot No. 9078 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 15 day of March, 2019.

Grantor: Doris J. Rabe

Signature: Doris J. Rabe

Print Name: DORIS J. RABE

State of Ohio )

County of Medina) SS:

Franklin

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

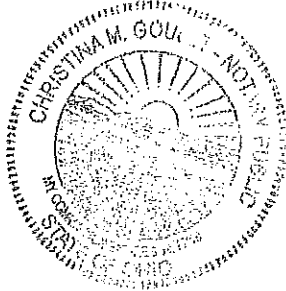
In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 15 day of March, 2019.

Notary Signature: Christina M. Goulet

Print Name: Christina M. Goulet

My Commission Expires: 10-11-2019

Notary Seal:





IN WITNESS WHEREOF, the undersigned have executed this instrument this 15<sup>th</sup> day of MARCH, 2019

Grantor: Judith Anne Thomson

Signature: Judith Anne Thomson

Print Name: Judith Anne Thomson

Arizona  
State of Ohio )  
County of Medina SS:  
Pima

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

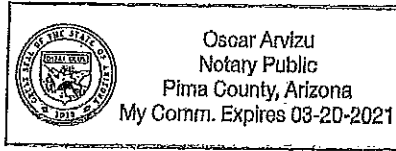
In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 15<sup>th</sup> day of March, 2019

Notary Signature: Oscar Arvizu

Print Name: OSCAR ARVIZU

My Commission Expires: 03-20-2021

Notary Seal:



IN WITNESS WHEREOF, the undersigned have executed this instrument this 18 day of March, 2019.

Grantor: Kimberly J. Atkinson

Signature: [Handwritten Signature]

Print Name: Kim Atkinson

State of Maryland  
County of (Medina) SS: Montgomery

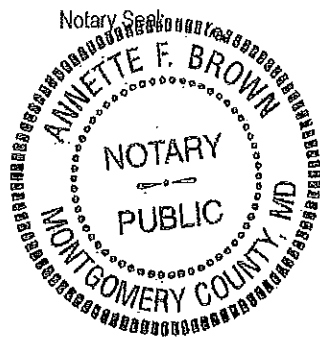
Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Kim Atkinson, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Montgomery Maryland, Ohio, this 18<sup>th</sup> day of March, 2019.

Notary Signature: Annette F. Brown

Print Name: Annette F. Brown

My Commission Expires: November 08, 2019



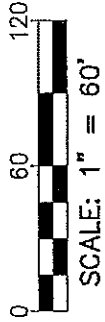
Annette F. Brown  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires Nov. 08, 2019

This instrument was prepared by:

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

# SKETCH OF EASEMENT

Part of Medina City Lot No. 9078  
 Date: December, 2018  
 Owner: Rabe, Thomson & Atkinson  
 Parcel Number: 029-19A-22-008



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

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	N 88°54'05" E
L2	10.00	S 01°05'55" E
L3	30.00	S 88°54'05" W
L4	10.00	N 01°05'55" W
L5	30.01	S 00°05'01" W

### MCL 3290

P.N. 029-19A-22-008  
 60WE LEASING LIMITED  
 Doc. No. 201808010685 (Patrol 9)  
 05/24/2018

PLACE OF BEGINNING

TRUE PLACE OF BEGINNING

WEST SMITH ROAD 60' R/W

COMMERCIAL DRIVE 60' R/W

N 88°54'05" E

268.46'

300.98'

STORM SEWER AND  
 DRAINAGE EASEMENT  
 GRANTED TO THE  
 CITY OF MEDINA  
 0.0069 Ac. (300 S.F.)

### MCL 9078

P.N. 053-31C-02-007  
 5854 W. SMITH ROAD  
 DORIS J. RABE, JUDITH ANNE THOMSON &  
 KIMBERLY J. ATKINSON, TRUSTEES  
 Doc. No. 200808018071  
 08/13/2008

### CITY OF MEDINA

DEPARTMENT OF ENGINEERING  
 132 N. ELMWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 1924.

### MCL 4293

P.N. 028-19C-02-005  
 SPRING PEPPER PROPERTIES LTD.  
 Doc. No. 200508044475  
 12/22/2005

Exh. C

## Perpetual Highway Easement and Right of Way

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of (ONE HUNDRED THIRTY THREE and 77/100) Dollars \$133.77) and other good and valuable consideration recited herein given to GOWE LEASING LIMITED 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 perpetual right-of-way and easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing ROADWAY PAVEMENT, SIDEWALK, UTILITIES 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 and State of Ohio, and known as being part of Medina City Lot 3290 also known as being a part of land conveyed to Gowe Leasing Limited by deed recorded on May 24, 2018 in Document No. 2018CRO10885 (Parcel 9) of Medina County Recorder's Records further bounded and described as follows:

Commencing at the intersection of the centerline of Commerce Drive having a 60-foot wide Right-of-Way with the centerline of West Smith Road having a 60-foot wide Right-of-Way;

Thence along the centerline of said West Smith Road, bearing North 88°54'05" East, a distance of 30.00 feet to a point thereon, the same being the Southwest corner of said land conveyed to Gowe Leasing Limited;

Thence along the Western line of said land conveyed to Gowe Leasing Limited, bearing North 01°07'56" West a distance of 30.00 feet to a point thereon, said point also being the intersection of the Northern Right-of-Way line of said West Smith Road with the Eastern Right-of-Way line of said Commerce Drive and the TRUE PLACE OF BEGINNING of the easement herein described;

Thence continuing along the Western line of said land conveyed to Gowe Leasing Limited and along the Eastern Right-of-Way line of said Commerce Drive, bearing North 01°07'56" West a distance of 39.98 feet to a point thereon;

Thence along a tangent curve to the left having a radius of 40.00 feet, a tangent length of 39.98 feet, the chord which bears South 46°08'56" East, for a distance of 56.56 feet, along said arc for a distance of 62.81 feet to a point in the Northern Right-of-Way line of said West Smith Road;

Thence along the Northern Right-of-Way line of said West Smith Road, bearing South 88°54'05" West, a distance of 39.98 feet to a point in the Western line of said land of Gowe Leasing Limited and the TRUE PLACE OF BEGINNING, containing 0.0079 acres of land (343 square feet), more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Relling & Hoesavar, Inc. in December 2018.

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.

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as Permanent Parcel No. 029-19A-22-008, Medina City Lot No. 3290 with the necessary equipment to remove grass, vegetation, brush, pavement and sidewalk as necessary to allow for the proposed grading for the roadway pavement, future trail and future curb ramp installation; to install roadway pavement and curb; to install a curb ramp in the future; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as Permanent Parcel No. 029-19A-22-008, Medina City Lot No. 3290 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 3-15-17 day of \_\_\_\_\_, 20\_\_\_\_.

Grantor: \_\_\_\_\_  
Signature: James C. Gove  
Print Name: JAMES C. GOVE

Title: MEMBER

Company: Gove Leasing Limited

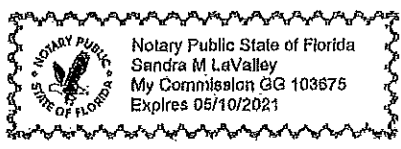
State of ~~Ohio~~ FLORIDA  
County of ~~Medina~~ COLLIER SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, James Gove, 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 NAPLES, FL Ohio, this 15 day of MARCH, 2017.

Notary Signature: Sandra M LaValley  
Print Name: SANDRA M LAVALLEY  
My Commission Expires: 05/10/2021

Notary Seal:



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

# SKETCH OF EASEMENT

Part of Medina City Lot No. 3290

Date: December, 2018

Owner: Gowe Leasing Limited

Parcel Number: 029-19A-22-008



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

**MCL 3290**  
P.N. 029-19A-22-008  
GOWE LEASING LIMITED  
Doc. No. 20180910885 (Parcel 9)  
05/24/2018

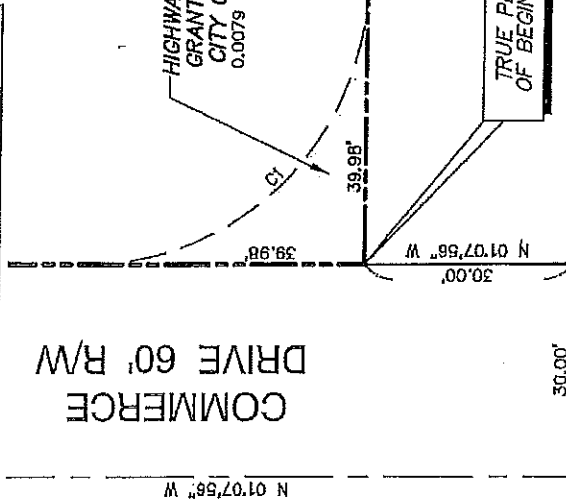
HIGHWAY EASEMENT  
GRANTED TO THE  
CITY OF MEDINA  
0.0079 Ac. (343 S.F.)

WEST SMITH ROAD 60' R/W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	62.81'	40.00'	89°57'59"	39.98'	S 48°06'56" E	56.55'

**MCL 3470**  
P.N. 029-19A-22-001  
1055 W. SMITH ROAD  
CORRPRO COMPANIES, INC.  
Doc. No. 201409024989  
12/10/2014

COMMERCIAL  
DRIVE 60' R/W



N 68°54'05" E

**MCL 4293**  
P.N. 028-19C-02-005  
SPRING PEPPER PROPERTIES LTD.  
Doc. No. 200509044475 - 12/22/2005

**MCL 4449**  
P.N. 028-19C-02-004  
1100 W. SMITH ROAD  
SPRING PEPPER PROPERTIES LTD.  
Doc. No. 200709099441 - 03/26/2007

CITY OF MEDINA  
DEPARTMENT OF ENGINEERING  
132 N. ELMWOOD AVENUE  
MEDINA, OHIO 44256  
CITY JOB No. 1024

Exh. D.

## Storm Sewer and Drainage Easement

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of TWO HUNDRED THIRTY FOUR and 00/100 Dollars (\$234.00) and other good and valuable consideration recited herein given to GOWE LEASING LIMITED 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 storm sewer and drainage 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 and State of Ohio, and known as being part of Medina City Lot 3290 also known as being a part of land conveyed to Gowe Leasing Limited by deed recorded on May 24, 2018 in Document No. 2018OR010885 (Parcel 9) of Medina County Recorder's Records further bounded and described as follows:

Commencing at the intersection of the centerline of Commerce Drive having a 60-foot wide Right-of-Way with the centerline of West Smith Road having a 60-foot wide Right-of-Way;

Thence along the centerline of said West Smith Road, bearing North 88°54'05" East, a distance of 30.00 feet to a point thereon, the same being the Southwest corner of said land conveyed to Gowe Leasing Limited;

Thence along the Western line of said land conveyed to Gowe Leasing Limited, bearing North 01°07'56" West, a distance of 30.00 feet to a point thereon, said point also being the intersection of the Northern Right-of-Way line of said West Smith Road with the Eastern Right-of-Way line of said Commerce Drive;

Thence along the Northern Right-of-Way line of said West Smith Road, bearing North 88°54'05" East, a distance of 558.84 feet to a point thereon and the TRUE PLACE OF BEGINNING of the easement herein described;

Thence at a right angle, bearing North 01°05'55" West, a distance of 20.00 feet to a point;

Thence parallel to the Northern Right-of-Way line of said West Smith Road, bearing North 88°54'05" East, a distance of 30.00 feet to a point;

Thence at a right angle, bearing South 01°05'55" East, a distance of 20.00 feet to a point in the Northern Right-of-Way line of said West Smith Road;

Thence along the Northern Right-of-Way line of said West Smith Road, bearing South 88°54'05" West, a distance of 30.00 feet to a point thereon and the TRUE PLACE OF BEGINNING, containing 0.0138 acres of land (600 square feet), more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in December 2018.

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 Permanent Parcel No. 029-19A-22-008, Medina City Lot No. 3290 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, 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 Permanent Parcel No. 029-19A-22-008, Medina City Lot No. 3290 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 18<sup>th</sup> day of June, 2019.

Grantor:

Signature: James C. Gowe

Print Name: JAMES C. GOWE

Title: Member

Company: Gowe Leasing Limited

State of Ohio )

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, James C. Gowe, 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 18<sup>th</sup> day of June, 2019.

Notary Signature: Kimberly A. Walter

Print Name: Kimberly A. Walter

My Commission Expires: \_\_\_\_\_

**Kimberly A. Walter**  
**NOTARY PUBLIC**  
In and For the State of Ohio  
Recorded in Medina County  
My Commission Expires 8/15/2023

Notary Seal:

This instrument was prepared by:

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

# SKETCH OF EASEMENT

Part of Medina City Lot No. 3290  
 Date: December, 2018  
 Owner: Gowe Leasing, Limited  
 Parcel Number: 028-19A-22-008

LINE	LENGTH	BEARING
L1	30.00	N 88°54'05" E
L2	30.00	N 01°07'55" W
L3	20.00	N 01°05'55" W
L4	30.00	N 88°54'05" E
L5	20.00	S 01°05'55" E
L6	30.00	S 88°54'05" W



COMMERCIAL DRIVE 60' R/W

MCL 3280  
 P.N. 028-19A-22-008  
 GOWE LEASING LIMITED  
 Dec. No. 2010090 0986 (Parcel 9)  
 03/24/2010

STORM SEWER AND DRAINAGE EASEMENT GRANTED TO THE CITY OF MEDINA  
 0.0138 Ac. (660 S.F.)

MCL 3004  
 P.N. 028-19A-19-009  
 1035 W. SMITH ROAD  
 ISOMER GROUP, INC.  
 Dec. No. 201708024855  
 10/31/2017

N 88°54'05" E

559.84'

WEST SMITH ROAD 60' R/W

MCL 4203  
 P.N. 028-19C-02-006  
 SPRING PEPPER PROPERTIES LTD.  
 Dec. No. 200503044475  
 12/22/2005

MCL 9078  
 P.N. 053-31C-02-007  
 5854 W. SMITH ROAD  
 DORIS J. RADE, JUDITH ANNE THOMSON & KIMBERLY J. ATKINSON, TRUSTEES  
 Dec. No. 200808018071  
 09/13/2008

TRUE PLACE OF BEGINNING

CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 132 N. ELMWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 19224

P/L

P/L

P/L

1-10