

**ORDINANCE NO. 67-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT TWO (2) EASEMENTS NECESSARY FOR THE SPRING GROVE STREET 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 Spring Grove Street Bridge Replacement Project.

**SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 251-267 Spring Grove Street, Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240.

**SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 250 Spring Grove Street, Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477.

**SEC. 4:** 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. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** April 26, 2021

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** April 27, 2021

**SIGNED:** Dennis Hanwell  
Mayor

**Effective date – May 26, 2021**

Ord. 6721  
Exh. A

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (THREE THOUSAND SIX HUNDRED SIXTY EIGHT and 44/100) Dollars (\$3,668.44) and other good and valuable consideration recited herein given to SPRING GROVE PROPERTIES, LLC 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 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, County of Medina, State of Ohio and being known as part of Medina City Lot No. (MCL) 240 and part of lands conveyed to Spring Grove Properties, LLC by deed dated August 12, 2010 as recorded in Document No. 2010OR015544 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of said lands of Spring Grove Properties, LLC, also being the intersection of the Southern Right-of-Way of East North Street with the Western Right-of-Way of Spring Grove Street;

Thence along the Western Right-of-Way of Spring Grove Street, bearing South 00°44'09" West, a distance of 38.09 feet to a point thereon and the TRUE PLACE OF BEGINNING of the easement area herein described;

Thence continuing along the Western Right-of-Way of Spring Grove Street, bearing South 00°44'09" West, a distance of 98.50 feet to a point thereon;

Thence at a right angle and perpendicular to the Western Right-of-Way of Spring Grove Street, bearing North 89°15'51" West, a distance of 10.00 feet to a point;

Thence, bearing North 19°15'16" West, a distance of 60.50 feet to a point;

Thence, bearing North 21°22'15" East, a distance of 44.50 feet to a point;

Thence perpendicular to the Western Right-of-Way of Spring Grove Street, bearing South 89°15'51" East, a distance of 15.00 feet to a point on the Western Right-of-Way of Spring Grove Street and the TRUE PLACE OF BEGINNING containing 0.0484 acres of land, 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 by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in November 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, 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 properties designated as 251-267 Spring Grove Street; Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240 with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed storm sewer and appurtenances, culvert, headwall and rock rip rap including any 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 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 251-267 Spring Grove Street; Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240 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 1 day of April, 2021.

Grantor:

Signature: William Panchak

Print Name: WILLIAM PANCHAK

Title: MEMBER

Company: Spring Grove Properties, LLC

State of Ohio )  
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, William Panchak, 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 1<sup>st</sup> day of April, 2021.

Notary Signature: [Signature]

Print Name: Thom Fleming

My Commission Expires: 9.3.25

Notary Seal:



THOM L. FLEMING JR.  
Notary Public, State of Ohio  
My Comm. Expires Sept. 03, 2025

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

CUNNINGHAM & ASSOCIATES, INC.  
 CIVIL ENGINEERING and SURVEYING  
 209 W. LIBERTY ST. MEDINA, OHIO 44256 330-773-9980

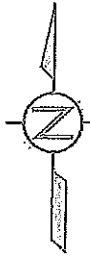
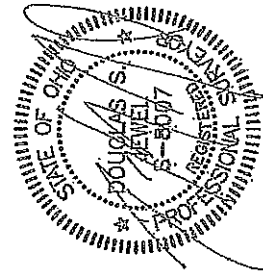
LOCATED IN:  
 CITY OF MEDINA  
 COUNTY OF MEDINA  
 STATE OF OHIO

DRAWING SCALE  
 DATE: 02/09/2021  
 PROJECT NO.  
 20-116  
 ACID FILE NO.  
 M.G.L. 23-116 BERRY  
 SHEET NO.

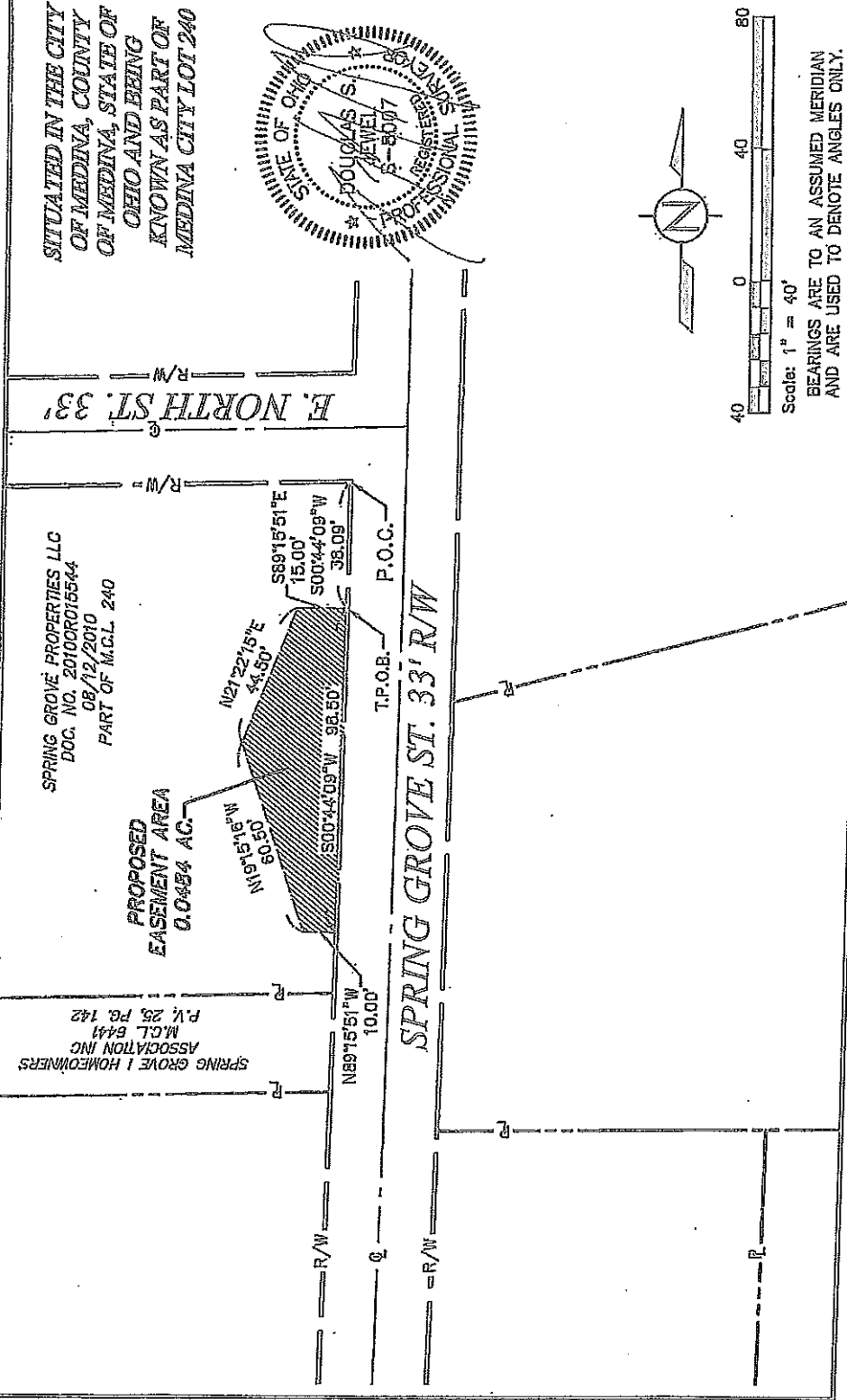
1  
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**EXHIBIT B**

SITUATED IN THE CITY  
 OF MEDINA, COUNTY  
 OF MEDINA, STATE OF  
 OHIO AND BEING  
 KNOWN AS PART OF  
 MEDINA CITY LOT 240



Scale: 1" = 40'  
 BEARINGS ARE TO AN ASSUMED MERIDIAN  
 AND ARE USED TO DENOTE ANGLES ONLY.



SPRING GROVE PROPERTIES LLC  
 DOC. NO. 201000705544  
 08/12/2010  
 PART OF M.G.L. 240

PROPOSED  
 EASEMENT AREA  
 0.0454 AC.

SPRING GROVE I HOMEOWNERS  
 M.G.L. 6441  
 P.V. 25, PG. 142

F. NORTH ST. 33'

SPRING GROVE ST. 33' R/W

P.O.C.

T.P.O.B.

10.00'

Ord 67-21  
EXH. B

Sidewalk, Water Main, Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of THREE THOUSAND FIVE HUNDRED ONE and 70/100 Dollars (\$3,501.70) and other good and valuable consideration recited herein given to KUBASTA HOLDING COMPANY, LLC 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 sidewalk, water main, storm sewer and drainage easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SIDEWALK, PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES; WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot No. (MCL) 3477 as shown on plat recorded in Plat Volume 17, Page 142 of the Medina County Recorder's Records and part of lands conveyed to Kubasta Holding Company, LLC by deed dated January 17, 2003 as recorded in Document 2003OR002891 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northwest corner of said lands of Kubasta Holding Company, LLC, also being the Northwest corner of said MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street and the TRUE PLACE OF BEGINNING of the easement area herein described;

Thence along the Northern line of said lands of Kubasta Holding Company, LLC and said MCL 3477, bearing North 75°33'54" East, a distance of 38.69 feet to a point thereon;

Thence bearing South 03°35'31" West, a distance of 38.50 feet to a point;

Thence, bearing South 51°57'05" West, a distance of 18.00 feet to a point;

Thence, bearing South 26°09'44" West, a distance of 49.82 feet to a point on the Western line of aforesaid lands of Kubasta Holding Company, LLC and aforesaid MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street;

Thence along the Western line of said lands of Kubasta Holding Company, LLC and said MCL 3477, also the Eastern Right-of-Way of Spring Grove Street, bearing North 00°44'09" East, a distance of 84.60 feet to the Northwest corner of said lands of Kubasta Holding Company, LLC, also being the Northwest corner of said MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street and the TRUE PLACE OF BEGINNING containing 0.0462 acres of land, 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 by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in November 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: STORM SEWER AND APPURTENANCES: WATER MAIN AND APPURTENANCES.
2. Grantee shall repair any and all damage arising from the installation of a SIDEWALK AND APPURTENANCES. Grantee shall replace any portion of the SIDEWALK AND APPURTENANCES which may become defective for a period of twenty-four (24) months from the time of the original installation.
3. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
4. 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.
5. Grantee will secure and protect all permanent structures within the construction zone.
6. 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. Upon completion of the twenty-four (24) month warranty period the Grantor will maintain the sidewalk and appurtenances per the City of Medina Codified Ordinance.
3. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the properties designated as 250 Spring Grove Street; Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477, with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed water main, culvert, headwall and rock rip rap including any trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed headwall, appurtenances and rock channel protection; to remove a portion of the existing concrete walk and to replace it with concrete in the same location; to remove a portion of the existing concrete drive apron and to replace it with concrete in the same location; to install a new water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
4. 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 250 Spring Grove Street; Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477 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 6<sup>TH</sup> day of APRIL, 2021.

Grantor:

Signature: *Kent W. Kubasta*

Print Name: KENT W. KUBASTA

Title: OWNER

Company: Kubasta Holding Company, LLC

State of Ohio )

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Kent W. Kubasta <sup>Kubasta Holding Company LLC</sup>, 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 6<sup>TH</sup> day of APRIL, 2021.

Notary Signature: *Seraphin S. Prucni*

Print Name: SERAPHIN S. PRUCNI

My Commission Expires: OCTOBER 26, 2024

Notary Seal:

This instrument was prepared by:

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



**EXHIBIT B**

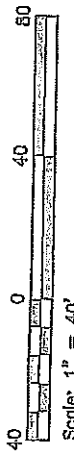
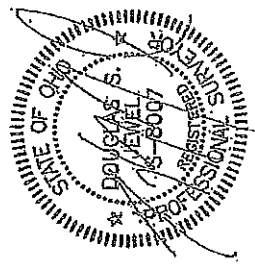
CUNNINGHAM & ASSOCIATES, INC.  
 CIVIL ENGINEERING AND SURVEYING  
 203 W. LIBERTY ST., MEDINA, OHIO 44856 330-225-5500

LOCATED IN:  
 CITY OF MEDINA  
 COUNTY OF MEDINA  
 STATE OF OHIO

PROJECT No. 20-210  
 ACAD YEAR No. 06-1/01/06  
 DATE: 02/09/2021

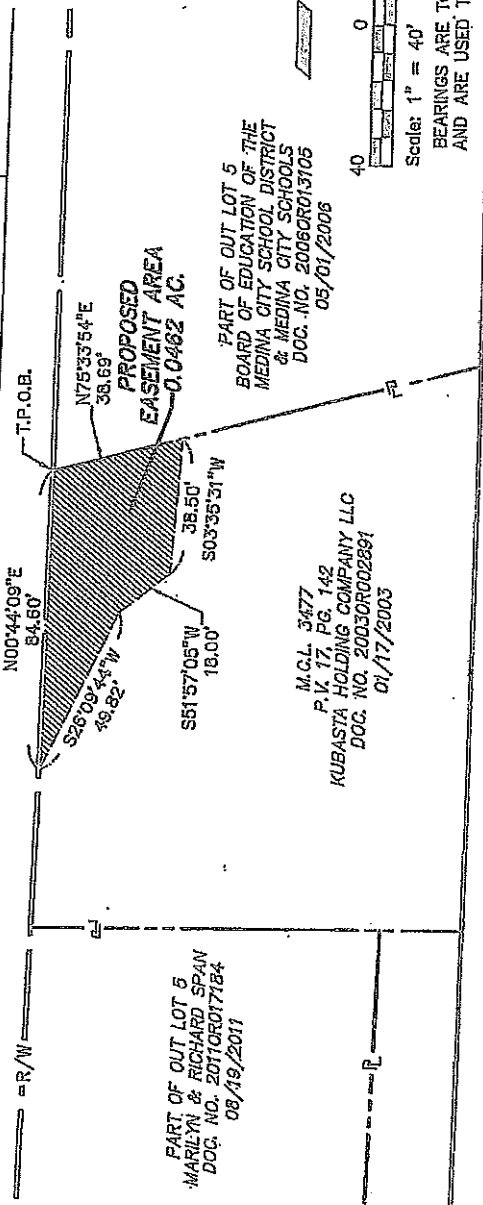
SHEET NO. 2/3

SITUATED IN THE CITY  
 OF MEDINA, COUNTY  
 OF MEDINA, STATE OF  
 OHIO AND BEING  
 KNOWN AS PART OF  
 MEDINA CITY LOT 3477



F. NORTH ST. 33'

SPRING GROVE ST. 33' R/W



PART OF OUT LOT 5  
 BOARD OF EDUCATION OF THE  
 MEDINA CITY SCHOOL DISTRICT  
 & MEDINA CITY SCHOOLS  
 DOC. NO. 2009OR013705  
 05/01/2009

M.C.L. 3477  
 P.V. 17, PG. 142  
 KUBASTA HOLDING COMPANY LLC  
 DOC. NO. 2003OR002891  
 01/17/2003

PART OF OUT LOT 5  
 MARILYN & RICHARD SPAN  
 DOC. NO. 2010OR017184  
 08/19/2011