


**ORDINANCE NO. 87-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT EASEMENTS AND CONTRACTS FOR RIGHT OF ENTRY NECESSARY FOR THE WEST SMITH RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept Easements and Contracts for Right of Entry necessary for the West Smith Reconstruction Project.
- SEC. 2:** That the Easement and Contract for Right of Entry are marked Exhibit A, attached hereto and incorporated herein, and are located on Permanent Parcel No. 028-19A-20-096, owned by the A.I. Root Company.
- SEC. 3:** That the Easement and Contract for Right of Entry are marked Exhibit B, attached hereto and incorporated herein, and are located on Permanent Parcel No. 028-19C-04-115, owned by Qilin Group, LLC.
- SEC. 4:** That the Three (3) Temporary Easements and Contract for Right of Entry, owned by Sunstone Management, LLC, are marked Exhibit C, attached hereto and incorporated herein.
- SEC. 5:** That the Temporary Easement and Contract for Right of Entry, owned by William J. Suliks, are marked Exhibit D, attached hereto and incorporated herein.
- SEC. 6:** That the funds to cover the easements, in the amount of \$2,370.00 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason failure to meet the deadline can delay the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 87-22 ADOPTED BY SAID COUNCIL ON April 25, 2020

  
CLERK OF COUNCIL

**PASSED:** April 25, 2022

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** April 26, 2022

**SIGNED:** Dennis Hanwell  
Mayor

ORD. 87-22  
Exh. A

LPA RE 804  
Rev. 04/2021

E  
LPA

### EASEMENT

The A.I. Root Company, the Grantor(s), in consideration of the sum of \$1,130.00, to be paid by City of Medina, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 14-SH

MED-CR 0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19A-20-096

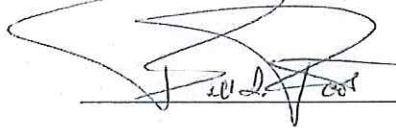
Prior Instrument Reference: Deed Volume 62, Page 449, Medina County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property rights are conveyed by Grantor to the Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. The Grantor remains the owner of the 0.0282 acres of land referred to in Exhibit A.

IN WITNESS WHEREOF The A. I. Root Company has caused its name to be subscribed by Brad I. Root, its duly authorized President and Chairman (Title), and its duly authorized agent on the 18th day of March, 2022.

The A.I. Root Company



\_\_\_\_\_

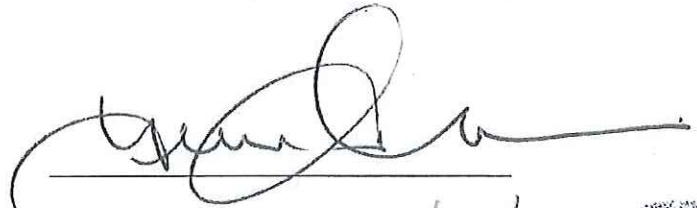
By: Brad I. Root

Its: President and Chairman

STATE OF OHIO, COUNTY OF MEDINA SS: President and Chairman

BE IT REMEMBERED, that on the 18th day of March, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brad I. Root, who acknowledged being the President and Chairman and duly authorized agent of The A.I. Root Company and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Brad I. Root with regard to the notarial act.

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



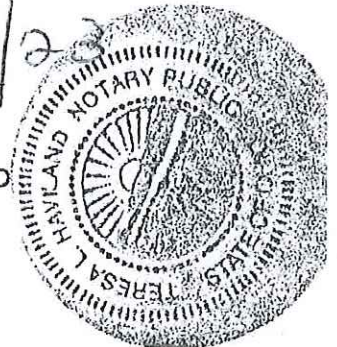
\_\_\_\_\_

NOTARY PUBLIC  
My Commission expires: 1/21/23



TERESA L. HAVILAND

My Commission Expires  
Jan. 21, 2023  
(Recorded in Medina County)



This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

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LPA RX 871 SH

Rev. 06/09

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 14-SH  
MED-CR 0004-15.47  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Medina, Medina County, Ohio, its successors and assigns forever.

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being in City of Medina Out Lot 16, and being out of a 17.63 acre tract as conveyed to **The A.I. Root Company** by the instrument filed as **Deed Book volume 162, page 449** (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated).

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, **South 89 degrees 00 minutes 58 seconds West for a distance of 377.74 feet** to a point being at station 75+27.07 of the said centerline of right-of-way of Smith Road;

**EXHIBIT A**

Page 2 of 3

LPA RX 871 SH

Rev. 06/09

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, **North 00 degrees 59 minutes 02 seconds West for a distance of 30.00 feet** to an iron pin set on the existing northerly right-of-way line of Smith Road, said pin being 30.00 feet left of the centerline of right-of-way of Smith Road station 75+27.07, said pin being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence crossing through the lands of the 17.63 acre tract, through the said Out Lot 16, and along the proposed northerly right-of-way of Smith Road, for the following three (3) courses:

1. **North 33 degrees 54 minutes 51 seconds East for a distance of 42.18 feet** to an iron pin set being 64.60 feet left of the centerline of right-of-way of Smith Road station 75+51.20;
2. **South 56 degrees 05 minutes 09 seconds East for a distance of 46.13 feet** to an iron pin set being 38.20 feet left of the centerline of right-of-way of Smith Road station 75+89.04;
3. **South 00 degrees 59 minutes 02 seconds East for a distance of 8.20 feet** to an iron pin set on the said existing northerly right-of-way of Smith Road being 30.00 feet left of the centerline of right-of-way of Smith Road station 75+89.04;

Thence along the said existing northerly right-of-way line of Smith Road, **South 89 degrees 00 minutes 58 seconds West for a distance of 61.97 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0282 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0282 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-20-096**.

The current source of title to the boundary herein described as of this writing recorded in **Deed Book volume 162, page 449** in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to

**EXHIBIT A**

Page 3 of 3

LPA RX 871 SH

Rev. 06/09

The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "ASI PS 8759".

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.



Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021

Date



## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 14 SH  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and The A. I. Root Company ["Owner"]; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

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

1. LPA shall pay to Owner the sum of \$1,130.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after 03/25/2022, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.



For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1,130.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1,130.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1,130.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or

- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

- 9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.
- 10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.
- 11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
- 12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.
- 13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Medina, Ohio, and The A. I. Root Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE A. I. ROOT COMPANY

A handwritten signature in black ink, appearing to read "Brad I. Root", is written over a horizontal line. The signature is somewhat stylized and loops around the line.

Signature

Brad I. Root

Name

President & Chairman

Title

03/18/2022

Date

CITY OF MEDINA, OHIO

*Dennis Hanwell*

Dennis Hanwell  
Mayor

Date:

*April 26, 2022*

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the *26<sup>th</sup>* day of *April*, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

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

*Kimberly A. Walter*

NOTARY PUBLIC

My Commission expires:

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

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

LPA RE 804  
Rev. 04/2021

ORD. 89-22  
Ex. B

E  
LPA

## EASEMENT

QILIN GROUP, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of \$640.00, to be paid by City of Medina, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 17-SH

MED-CR-0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-04-115

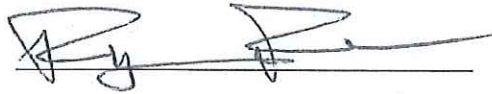
Prior Instrument Reference: Instrument No. 2021OR034048, Medina County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF, QILIN GROUP, LLC, an Ohio limited liability company has caused its name to be subscribed by Ryan Baker, its duly authorized Manager, and its duly authorized agent on the 30<sup>th</sup> day of March, 2022.

QILIN GROUP, LLC, an Ohio limited liability company



By: Manager Ryan Baker

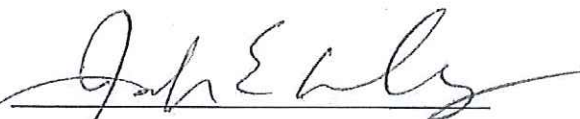
STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of March, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Ryan Baker, who acknowledged being the Manager and duly authorized agent of QILIN GROUP, LLC, an Ohio limited liability company and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Ryan Baker with regard to the notarial act.

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



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2023



NOTARY PUBLIC  
My Commission expires: 8/22/2023

This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

Page 1 of 3

LPA RX 871 SH

Rev. 06/09

Ver. Date 06/22/2021

PID 112540

**PARCEL 17-SH  
MED-CR 0004-15.47  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Medina, Medina County, Ohio, its successors and assigns forever.

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 1 of Montville Township, Township 2 North, Range 14 West of the Connecticut Western Reserve, being formerly known as part of Montville Township Out Lot 8, being formerly known as part of City of Medina Out Lot 1008 and now being, a tract known as Medina City Lot 2217, as shown in Plat for the Purposed of Assigning City Lot Numbers To the Subdivision of Out Lots 1005, 1006, 1008, 1009, 1010, 1011 and 1012 as recorded in Plat Book volume 8, Page 20 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~R&M Baker Real Estate Investments~~ by the instrument filed as Document Number ~~2018OR006999~~, **2021OR034048**, QILIN GROUP, LLC, an Ohio limited liability company

Being a parcel of land lying on the right side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;

**EXHIBIT A**

Page 2 of 3

LPA RX 871 SH

Rev. 06/09

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, **South 89 degrees 00 minutes 58 seconds West for a distance of 394.53 feet** to a point being at station 75+10.28 of the said centerline of right-of-way of Smith Road;

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, **South 00 degrees 59 minutes 02 seconds East for a distance of 30.00 feet** to an iron pin set on the existing southerly right-of-way line of Smith Road, being the northwesterly corner of the said Medina City Lot 2217, and being the northeast corner of Medina City Lot 3285 as conveyed to 620 East Smith Road, Inc., an Ohio Corporation by the instrument filed as Document Number 2007OR013590, said pin being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+10.28, said pin being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the said southerly right-of-way of Smith Road and along the Northerly line of Medina City Lot 2217, **North 89 degrees 00 minutes 58 seconds East for a distance of 31.18 feet** to an iron pin set being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+41.46;

Thence crossing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, **South 33 degrees 54 minutes 51 seconds West for a distance of 42.18 feet** to an iron pin set being 64.60 feet right of the centerline of right-of-way of Smith Road station 75+17.33;

Thence continuing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, **North 56 degrees 05 minutes 09 seconds West for a distance of 20.15 feet** to an iron pin set on the westerly line of the said Medina City Lot 2217 and being the easterly line of the said Medina City Lot 3285, said pin being 53.07 feet right of the centerline of right-of-way of Smith Road station 75+00.81;

Thence along the said westerly line of Medina City Lot 2217 and the said easterly line of Medina City Lot 3285, **North 21 degrees 21 minutes 05 seconds East for a distance of 24.94 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0180 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0180 acres), all of which are located within Medina County Auditor's **Parcel number 028-19C-04-115**.

The current source of title to the boundary herein described as of this writing recorded in Document Number ~~2010OR000999~~ in the records of Medina County.

2021OR034048



EXHIBIT A

Page 3 of 3

LPA RX 871 SH

Rev. 06/09


This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "AS PS 8759".

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 17 SH  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and QILIN GROUP, LLC, an Ohio limited liability company ["Owner"]; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

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

1. LPA shall pay to Owner the sum of \$640.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after \_\_\_\_\_, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real

property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$640.00\_ shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$640.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$640.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

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


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

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

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Medina, Ohio, and QILIN GROUP, LLC, an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

QILIN GROUP, LLC, AN OHIO LIMITED LIABILITY COMPANY

  
\_\_\_\_\_  
Signature

Ryan Baker, Manager  
Print Name and Title

Date: 3-30-22

CITY OF MEDINA, OHIO

*Dennis Hanwell*

Dennis Hanwell  
Mayor

Date:

*April 26, 2022*

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the *26<sup>th</sup>* day of *April*, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

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

*Kimberly A. Walter*

NOTARY PUBLIC  
My Commission expires:

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

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

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LPA RX 871 SH

Rev. 06/09

Ver. Date 06/22/2021

PID 112540

**PARCEL 17-SH  
MED-CR 0004-15.47  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Medina, Medina County, Ohio, its successors and assigns forever.

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 1 of Montville Township, Township 2 North, Range 14 West of the Connecticut Western Reserve, being formerly known as part of Montville Township Out Lot 8, being formerly known as part of City of Medina Out Lot 1008 and now being, a tract known as Medina City Lot 2217, as shown in Plat for the Purposed of Assigning City Lot Numbers To the Subdivision of Out Lots 1005, 1006, 1008, 1009, 1010, 1011 and 1012 as recorded in Plat Book volume 8, Page 20 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~R&M Baker Real Estate Investments~~ by the instrument filed as Document Number ~~2018OR006999~~, QILIN GROUP, LLC, an Ohio limited liability company

2021OR034048

Being a parcel of land lying on the right side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;

**EXHIBIT A**

Page 2 of 3

LPA RX 871 SH

Rev. 06/09

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, **South 89 degrees 00 minutes 58 seconds West for a distance of 394.53 feet** to a point being at station 75+10.28 of the said centerline of right-of-way of Smith Road;

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, **South 00 degrees 59 minutes 02 seconds East for a distance of 30.00 feet** to an iron pin set on the existing southerly right-of-way line of Smith Road, being the northwesterly corner of the said Medina City Lot 2217, and being the northeast corner of Medina City Lot 3285 as conveyed to 620 East Smith Road, Inc., an Ohio Corporation by the instrument filed as Document Number 2007OR013590, said pin being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+10.28, said pin being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the said southerly right-of-way of Smith Road and along the Northerly line of Medina City Lot 2217, **North 89 degrees 00 minutes 58 seconds East for a distance of 31.18 feet** to an iron pin set being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+41.46;

Thence crossing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, **South 33 degrees 54 minutes 51 seconds West for a distance of 42.18 feet** to an iron pin set being 64.60 feet right of the centerline of right-of-way of Smith Road station 75+17.33;

Thence continuing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, **North 56 degrees 05 minutes 09 seconds West for a distance of 20.15 feet** to an iron pin set on the westerly line of the said Medina City Lot 2217 and being the easterly line of the said Medina City Lot 3285, said pin being 53.07 feet right of the centerline of right-of-way of Smith Road station 75+00.81;

Thence along the said westerly line of Medina City Lot 2217 and the said easterly line of Medina City Lot 3285, **North 21 degrees 21 minutes 05 seconds East for a distance of 24.94 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0180 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0180 acres), all of which are located within Medina County Auditor's Parcel number **028-19C-04-115**.

The current source of title to the boundary herein described as of this writing recorded in Document Number ~~2010CR006999~~ in the records of Medina County.



**EXHIBIT A**

LPA RX 871 SH

Page 3 of 3

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This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "ASI PS 8759".

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



**EXHIBIT B**  
**TO**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 17-SH  
MED-CR 0004-15.47 / 112540

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

N/A

ORD. 89-22  
Exh. C

LPA RE 807  
Rev. 10/2017

TE  
LPA

### TEMPORARY EASEMENT

SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Medina, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 80-T1, T2, T3

MED-CR 0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19A-21-247 and 028-19A-21-248  
Prior Instrument Reference: Instrument No. 2022OR006300, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF, SUNSTONE MANAGEMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY has caused its name to be subscribed by Christopher A. Talbert, its duly authorized Manager, and its duly authorized agent on the 29<sup>th</sup> day of March, 2022.

SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company

[Signature]  
Signature

CHRISTOPHER A. Talbert Manager  
Name and Title

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 29<sup>th</sup> day of March, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Christopher A. Talbert who acknowledged being the Manager and duly authorized agent of SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Christopher A. Talbert with regard to the notarial act.

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



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2023

[Signature]  
NOTARY PUBLIC  
My Commission expires: 8/22/2023

This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

Page 1 of 2

LPA RX 887 T

Rev. 07/09

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T1  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAINS  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 365 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert\*~~ by the instruments filed as **Document Numbers 2019OR002510 and 2005OR031228\*\*** \* SUNSTONE MANAGEMENT, LLC  
\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert\*~~ tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59, and being the **TRUE POINT OF BEGINNING** of the parcel herein described; \* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 365, and the southerly line of the ~~said Christopher A. Talbert and Barbara A. Talbert\*~~ tract, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.06 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53; \* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert\*~~ tract, for the following three courses: \* SUNSTONE MANAGEMENT, LLC

1. **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53;

**EXHIBIT A**

LPA RX 887 T

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2. **North 89 degrees 38 minutes 34 seconds East for a distance of 10.15 feet** to a point on the easterly line of the said Medina City Lot 365 and on the westerly line of the said Medina City Lot 363, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+63.68;
3. Along the said easterly line of Medina City Lot 365 and the said westerly line of Medina City Lot 363, **South 00 degrees 01 minutes 35 seconds East for a distance of 15.00 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0035 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0035 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-21-248**.

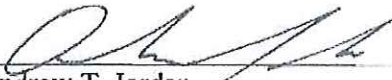
The current source of title to the boundary herein described as of this writing recorded in **Document Numbers ~~2019OR002510 and 2005OR031228~~** in the records of Medina County.  
\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759



6-22-2021  
Date

**EXHIBIT A**

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LPA RX 887 T

*GWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T2  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~<sup>\*\*</sup> \* SUNSTONE MANAGEMENT, LLC

\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said Christopher A. Talbert and Barbara A. Talbert tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59;

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, **North 89 degrees 38 minutes 34 seconds East for a distance of 32.52 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, for the following three courses:

\* SUNSTONE MANAGEMENT, LLC

1. **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11;

**EXHIBIT A**

- 2. North 89 degrees 38 minutes 34 seconds East for a distance of 10.00 feet to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;
- 3. South 00 degrees 21 minutes 26 seconds East for a distance of 15.00 feet to a point on the said existing northerly right-of-way line of Smith Road, on the said southerly line of Medina City Lot 363, and on the said southerly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;

Thence along the said existing northerly right-of-way line of Smith Road, the said southerly line of Medina City Lot 363, and the said southerly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLC

The above description contains a total area of 0.0034 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0034 acres), all of which are located within Medina County Auditor's Parcel number 028-19A-21-248.

The current source of title to the boundary herein described as of this writing recorded in Document Numbers ~~2019OR002510 and 2005OR031228~~ in the records of Medina County.


\*\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
 Andrew T. Jordan  
 Registered Professional Surveyor No. 8759



6-22-2021  
 Date



**EXHIBIT A**

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Rev. 07/09

*GWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T3  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~<sup>\*\*</sup>.

\* SUNSTONE MANAGEMENT, LLC

\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, on the southerly line of the said Medina City Lot 363, being the southeast corner of the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, and being the southwest corner of the tract conveyed to Kotecki Family Memorials, LLC, an Ohio limited liability company by the instrument filed as Document Number 2008OR023124, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+52.00 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, **South 89 degrees 38 minutes 34 seconds West for a distance 14.46 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract and the said Medina City Lot 363, **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

**EXHIBIT A**

LPA RX 887 T

Page 2 of 2

Rev. 07/09

Thence continuing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract and the said Medina City Lot 363, **North 89 degrees 38 minutes 34 seconds East for a distance of 14.47 feet** to a point on the easterly line of the said ~~Christopher A. Talbert~~<sup>\*</sup> tract, and being on the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+52.01;

\* SUNSTONE MANAGEMENT, LLC

Thence along the said easterly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract and the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, **South 00 degrees 18 minutes 26 seconds East for a distance of 15.00 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLC

The above description contains a total area of **0.0050 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0050 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-21-247**.

The current source of title to the boundary herein described as of this writing recorded in **Document Numbers ~~2019CR002510 and 2005CR031228~~<sup>\*</sup>** in the records of Medina County.

\*\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759



6-22-2021  
Date

## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 80-T1,T2, T3  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the lease of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

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

1. LPA shall pay to Owner the sum of \$300.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after \_\_\_\_\_, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property

described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$300.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$300.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$300.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

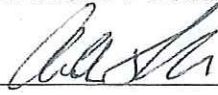
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

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

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

IN WITNESS WHEREOF, the City of Medina, Ohio, and SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

SUNSTONE MANAGEMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY



Signature

Christopher A. Talbert manager  
Print Name and Title

Date:

3/29/22

CITY OF MEDINA, OHIO

*Dennis Hanwell*

Dennis Hanwell  
Mayor

Date:

*April 26, 2022*

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the *26* day of *April*, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

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

*Kimberly A. Walter*

NOTARY PUBLIC  
My Commission expires:

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

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

Page 1 of 2

Rev. 07/09

LPA RX 887 T

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T1  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAINS  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 365 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~\* by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~\*\* \* SUNSTONE MANAGEMENT, LLC  
\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~\* tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59, and being the **TRUE POINT OF BEGINNING** of the parcel herein described; \* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 365, and the southerly line of the ~~said Christopher A. Talbert and Barbara A. Talbert~~\* tract, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.06 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53; \* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~\* tract, for the following three courses: \* SUNSTONE MANAGEMENT, LLC

1. **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53;



**EXHIBIT A**

LPA RX 887 T

Page 2 of 2

Rev. 07/09

- 2. **North 89 degrees 38 minutes 34 seconds East for a distance of 10.15 feet** to a point on the easterly line of the said Medina City Lot 365 and on the westerly line of the said Medina City Lot 363, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+63.68;
- 3. Along the said easterly line of Medina City Lot 365 and the said westerly line of Medina City Lot 363, **South 00 degrees 01 minutes 35 seconds East for a distance of 15.00 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0035 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0035 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-21-248**.


The current source of title to the boundary herein described as of this writing recorded in **Document Numbers ~~2019OR002510 and 2005OR031228~~** in the records of Medina County.  
\*2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759



6-22-2021  
Date

EXHIBIT A

Page 1 of 2

Rev. 07/09

LPA RX 887 T

*gws*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T2  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~\* by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~\*\* \* SUNSTONE MANAGEMENT, LLC

\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said Christopher A. Talbert and Barbara A. Talbert tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59;

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~\* tract, **North 89 degrees 38 minutes 34 seconds East for a distance of 32.52 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~\* tract, for the following three courses:

\* SUNSTONE MANAGEMENT, LLC

1. **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11;

**EXHIBIT A**

LPA RX 887 T

- 2. **North 89 degrees 38 minutes 34 seconds East for a distance of 10.00 feet to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;**
- 3. **South 00 degrees 21 minutes 26 seconds East for a distance of 15.00 feet to a point on the said existing northerly right-of-way line of Smith Road, on the said southerly line of Medina City Lot 363, and on the said southerly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;**

Thence along the said existing northerly right-of-way line of Smith Road, the said southerly line of Medina City Lot 363, and the said southerly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet to the TRUE POINT OF BEGINNING** of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLC

The above description contains a total area of **0.0034 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0034 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-21-248**.

The current source of title to the boundary herein described as of this writing recorded in **Document Numbers ~~2019OR002510 and 2005OR031228~~** in the records of Medina County.


\*\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
 Andrew T. Jordan  
 Registered Professional Surveyor No. 8759



6-22-2021  
 Date

**EXHIBIT A**

Page 1 of 2

Rev. 07/09

LPA RX 887 T

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T3  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~\* by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031220~~\*\*

\* SUNSTONE MANAGEMENT, LLC

\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, on the southerly line of the said Medina City Lot 363, being the southeast corner of the said ~~Christopher A. Talbert and Barbara A. Talbert~~\* tract, and being the southwest corner of the tract conveyed to Kotecki Family Memorials, LLC, an Ohio limited liability company by the instrument filed as Document Number 2008OR023124, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+52.00 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~\* tract, **South 89 degrees 38 minutes 34 seconds West for a distance 14.46 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~\* tract and the said Medina City Lot 363, **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

**EXHIBIT A**

LPA RX 887 T

Rev. 07/09

Thence continuing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract and the said Medina City Lot 363, **North 89 degrees 38 minutes 34 seconds East for a distance of 14.47 feet** to a point on the easterly line of the said ~~Christopher A. Talbert~~<sup>\*</sup> tract, and being on the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+52.01;

\* SUNSTONE MANAGEMENT, LLC

Thence along the said easterly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract and the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, **South 00 degrees 18 minutes 26 seconds East for a distance of 15.00 feet to the TRUE POINT OF BEGINNING** of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLC

The above description contains a total area of **0.0050 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0050 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-21-247**.

The current source of title to the boundary herein described as of this writing recorded in **Document Numbers ~~2019OR002510 and 2005OR031226~~<sup>\*\*</sup>** in the records of Medina County.

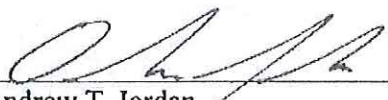
\*\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED – CR 0004 – 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan

Registered Professional Surveyor No. 8759



6-22-2021  
Date

**EXHIBIT B**  
**To**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 80-T1, T2, T3  
MED-CR 0004-15.47 / 112540

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

-N/A

LPA RE 807  
Rev. 10/2017

ORD. 87-22  
Exh. D

TE  
LPA

### TEMPORARY EASEMENT

William J. Suliks, Married, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Medina, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 83-T

MED-CR 0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19A-21-245

Prior Instrument Reference: Instrument No. 2014OR020456, Medina County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

And, for the consideration hereinabove written, Therese Suliks, the spouse of William J. Suliks, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF William J. Suliks and Therese Suliks have hereunto set their hands on the 29<sup>th</sup> day of March, 2022.

William J. Suliks  
William J. Suliks, Married

Therese Suliks  
Therese Suliks, Wife

STATE OF OHIO, COUNTY OF Medina SS:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2022 by William J. Suliks and Therese Suliks. No oath or affirmation was administered to either William J. Suliks or Therese Suliks with regard to the notarial act.



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2023

Joseph E. Almady  
NOTARY PUBLIC  
My Commission expires: 8/22/2023

This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.



**EXHIBIT A**

LPA RX 887 T

*QWS*

Ver. Date 06/22/2021

Page 1 of 2

Rev. 07/09

PID 112540

**PARCEL 83-T  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a part of Medina City Lot 4836 as conveyed to **William J. Suliks** by the instrument filed as **Document Numbers 2014OR020456** (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated).

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 4836, being the southwest corner of that tract conveyed to South Court, LLC, an Ohio limited liability company by the instrument filed as Document Number 2019OR021053;

Thence along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 13.89 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+44.14 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence continuing along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+34.14;

Thence crossing through the said Medina City Lot 4836, for the following three (3) courses:

1. **North 00 degrees 00 minutes 00 seconds East for a distance of 14.96 feet** to a point being 44.96 feet left of the centerline of right-of-way of Smith Road station 102+34.24;

EXHIBIT A

Page 2 of 2

LPA RX 887 T

Rev. 07/09

2. North 90 degrees 00 minutes 00 seconds East for a distance of 10.00 feet to a point being 44.90 feet left of the centerline of right-of-way of Smith Road station 102+44.24;
3. South 00 degrees 00 minutes 00 seconds East for a distance of 14.90 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

The above description contains a total area of 0.0034 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0034 acres), all of which are located within Medina County Auditor's Parcel number 028-19A-21-245.

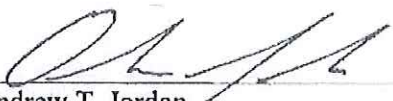
The current source of title to the boundary herein described as of this writing recorded in Document Number 2014OR020456 in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 83-T  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and William J. Suliks, Married ["Owner"]; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

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

1. LPA shall pay to Owner the sum of \$300.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after \_\_\_\_\_, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$300.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$300.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$300.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or

- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

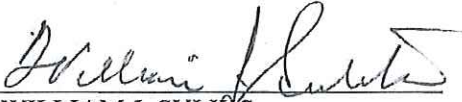
Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

- 9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.
- 10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.
- 11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
- 12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.
- 13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Medina, Ohio, and William J. Suliks, Married have executed this Agreement on the date(s) indicated immediately below their respective signatures.

And, for the consideration hereinabove written, Therese Suliks, the spouse of William J. Suliks, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above-described premises.

  
By: WILLIAM J. SULIKS

Date: 3-29-2022

  
By: THERESE SULIKS

Date: 3-29-2022

CITY OF MEDINA, OHIO

*D Hanwell*

Dennis Hanwell  
Mayor

Date:

*April 26, 2022*

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the *26* day of *April*, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

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

*Kimberly A. Walter*

NOTARY PUBLIC  
My Commission expires:

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

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

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*GWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 83-T  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a part of Medina City Lot 4836 as conveyed to **William J. Suliks** by the instrument filed as **Document Numbers 2014OR020456** (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated).

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W – Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 4836, being the southwest corner of that tract conveyed to South Court, LLC, an Ohio limited liability company by the instrument filed as Document Number 2019OR021053;

Thence along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 13.89 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+44.14 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence continuing along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+34.14;

Thence crossing through the said Medina City Lot 4836, for the following three (3) courses:

1. **North 00 degrees 00 minutes 00 seconds East for a distance of 14.96 feet** to a point being 44.96 feet left of the centerline of right-of-way of Smith Road station 102+34.24;



**EXHIBIT A**

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2. North 90 degrees 00 minutes 00 seconds East for a distance of 10.00 feet to a point being 44.90 feet left of the centerline of right-of-way of Smith Road station 102+44.24;
3. South 00 degrees 00 minutes 00 seconds East for a distance of 14.90 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of 0.0034 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0034 acres), all of which are located within Medina County Auditor's Parcel number 028-19A-21-245.


The current source of title to the boundary herein described as of this writing recorded in Document Number 2014OR020456 in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



**EXHIBIT B**  
**To**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 83-T  
MED-CR 0004-15.47 / 112540

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

N/A