ORDINANCE NO. 170-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THREE SANITARY SEWER EASEMENTS ON SOUTH COURT STREET.

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

- SEC. 1: That the Mayor is hereby authorized to accept three (3) Sanitary Sewer Easements on South Court Street.
- SEC. 2: That the Sanitary Sewer Easement marked Exhibit A, attached hereto and incorporated herein, is located at 229 S. Court Street on Permanent Parcel Nos. 029-19A-21-234 and 029-19A-21-235.
- SEC. 3: That the Sanitary Sewer Easement marked Exhibit B, attached hereto and incorporated herein, is located at 239 S. Court Street on Permanent Parcel No. 029-19A-21-333.
- SEC. 4: That the Sanitary Sewer Easement marked Exhibit C, attached hereto and incorporated herein, is located at 549 S. Court Street on Permanent Parcel No. 028-19C-05-334.
- SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED:	October 14, 2025	SIGNED: <u>John M. Coyne, III</u> President of Council	
ATTEST:	<u>Kathy Patton</u> Clerk of Council	APPROVED: October 15, 2025	_
		SIGNED: Dennis Hanwell Mayor	_



2023OR014624

LINDA HOFFMANM MEDINA COUNTY RECORDER MEDINA, OH RECORDED ON 08/22/2025 11:33 AM

> REC FEE: 0,00 PAGES: 5 DOC TYPE: EASS

ORD 170.25 Exh. A

WED COUNTY RECORDER

LINDA HOFFMANN

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

NO TRANSFER NECESSARY
SOCIETY DATE
ANTHONY P. CAPRETTA
MEDINA COUNTY AUDITOR

GRANT OF EASEMENT

KNOWN TO ALL MEN BY THESE PRESENTS, that King Real Estate LLC, an Ohio limited liability company, the Grantor(s), for and in consideration of Five Thousand Eight Hundred Dollars (\$5,800.00) and other valuable considerations received to my/our full satisfaction from the CITY OF MEDINA, OHIO, the Grantee, does hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns to have and to hold forever an easement upon real property with the right to enter upon said real property easement to construct, maintain, operate, repair and remove a sanitary sewer main and appurtenances in, through and under the real property described as follows:

Said easement is granted upon parcel number 028-19A-21-234 & 028-19A-21-235

****SEE EXHIBIT A ATTACHED****

Prior Instrument Reference: Instrument No. 1999OR043031, Medina County Recorder's Office.

No structure, buildings, ponds or other utilities of any kind shall be constructed or placed on or in said easement without the written consent of the CITY OF MEDINA, OHIO.

As a part of the consideration for the granting of said easement(s) to the Grantee, the Grantee for its successors and assigns agrees that it will use its best efforts to have the construction of the proposed sanitary sewer main undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible and who shall restore the site of the work as nearly as possible to its original condition and shall maintain it in such condition for a period of one (1) year after completion of said construction. Additionally, the Grantor, its successors and assigns can run private utilities (gas/electric/water) at a future time, below the surface of their property, that will cross the City's sanitary line for future development of the property. The Grantor, its successors and assigns must be a minimum of 5' horizontally and a minimum of 18" vertically from said sanitary sewer line and go through all property permitting and approval processes as required by Medina County.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor(s) for themselves and their heirs, executors and administrators, hereby covenant with said Grantee, its successors and assigns that they are the true and lawful owner(s) of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in the manner aforesaid.

IN WITNESS WHEREOF King Real Estate LLC, an Ohio limited liability company has caused its name to be subscribed by Peter R. King, its duly authorized General Partner, and its duly authorized agent on the 21 St day of MAY, 2025.

> KING REAL ESTATE LLC, AN OHIO LIMITED LIABILITY COMPANY

Sign:

Print: Peter R. King

Title: General Partner

STATE OF OHIO, COUNTY OF Medina

BE IT REMEMBERED, that on the 21^{5t} day of may, 2025, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Peter R. King, who acknowledged being the General Partner and duly authorized agent of King Real Estate 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 Peter R. King 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.

OTARY PUBLIC

Notary Public My Commission expires: <u>19 August 2</u>029

This document was prepared by: MCSE,791 W. Smith Rd., Medina, OH 44256



Cunningham & Associates, Inc.

Civil Engineering & Surveying 203 W. Liberty St., Medina, Oh 44256 Phone: (330) 725-5980 * Fax (330) 725-8019

EXHIBIT A

Legal Description for 20-Foot Wide Sanitary Easement
Project No. 24-125
July 9, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 364, also being a part of Parcel 3 and Parcel 4 of lands conveyed to King Real Estate LLC by deed dated December 30, 1999 as recorded in Document Number 1999OR043031 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of MCL 9423 as shown by plat recorded in Document Number 2024PŁ000016 of the Medina County Recorder's Records, also being a point on the Western Right-of-Way of South Court Street, having a 66-foot Right-of-Way;

Thence along the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 147.65 feet to a point thereon, also being the Southeast corner of MCL 364;

Thence along the Eastern line of MCL 364, bearing North 0°16'33" West, a distance of 35.00 feet to a point thereon, also being the Southeast comer of Parcel 3 of aforesaid lands of King Real Estate LLC;

Thence along the Southern line of Parcel 3 of said lands of King Real Estate LLC bearing South 89°05'18" West, a distance of 8.17 feet to a point thereon and the TRUE PLACE OF BEGINNING of the Easement Area herein described;

Thence continuing along the Southern line of Parcel 3 of said lands of King Real Estate LLC, bearing South 89°05'18" West, a distance of 20.00 feet to a point thereon;

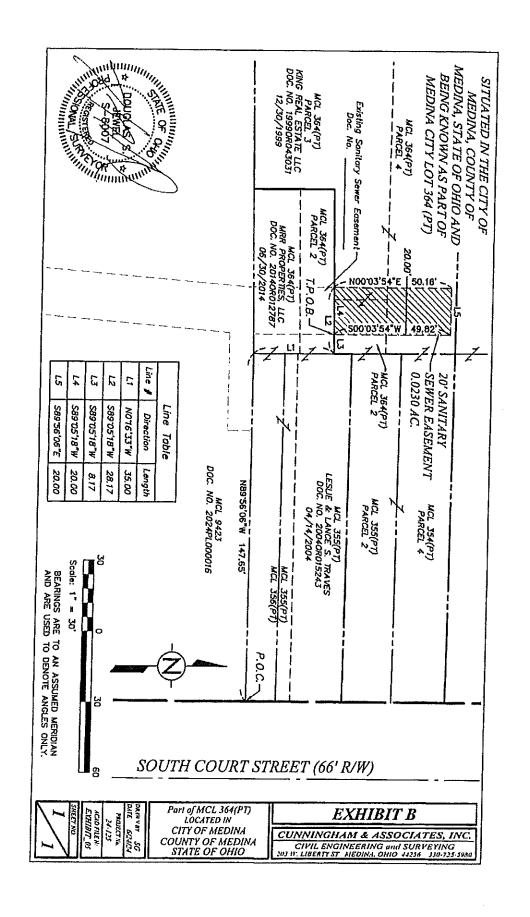
Thence, bearing North 0°03'54" East, a distance of 50.16 feet to a point;

Thence at a right angle, bearing South 89°56'06" East, a distance of 20.00 feet to a point;

Thence at a right angle, bearing South 0°03'54" West, a distance of 49.82 feet to a point on the Southern line of said Parcel 3 of said lands of King Real Estate LLC and the TRUE PLACE OF BEGINNING containing 0.0230 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewei P.S. # S-8007 by Cunningham & Associates, Inc. in June 2024.





20230R014623

LINDA HOFFMANH
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
08/22/2025 11:33 AM

REC PEE: 0.00 PAGES: 6 DOC TYPE: EASE

Ord 170.25 Exh. B

COUNTY RECORDER

LINDA HOFFMANN

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

NO TRANSFER NECESSARY <u>分つつのいと</u> DATE ANTHONY P. CAPRETTA MEDINA COUNTY AUDITOR

GRANT OF EASEMENT

KNOWN TO ALL MEN BY THESE PRESENTS, that Leslie Traves and Lance S. Traves, wife and husband, the Grantor(s), for and in consideration of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) and other valuable considerations received to my/our full satisfaction from the CITY OF MEDINA, OHIO, the Grantee, do hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns to have and to hold forever an easement upon real property with the right to enter upon said real property easement to construct, maintain, operate, repair and remove a sanitary sewer main and appurtenances in, through and under the real property described as follows:

Said easement is granted upon parcel number 028-19A-21-333

****SEE EXHIBIT A ATTACHED****

Prior Instrument Reference: Instrument No. 2004OR015243, Medina County Recorder's Office.

No structure, buildings, ponds or other utilities of any kind shall be constructed or placed on or in said easement without the written consent of the CITY OF MEDINA, OHIO.

As a part of the consideration for the granting of said easement(s) to the Grantee, the Grantee for its successors and assigns agrees that it will use its best efforts to have the construction of the proposed sanitary sewer main undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible and who shall restore the site of the

work as nearly as possible to its original condition and shall maintain it in such condition for a period of one (1) year after completion of said construction. The connection of the existing sanitary sewer from the building at 239 South Court Street to the proposed sanitary sewer main located in said easement shall be at no cost to the Grantors. The Grantee further agrees to restore the easement site to a similar condition after any future actions to construct, maintain, operate, repair or remove the sanitary sewer main and appurtenances in the easement area.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor(s) for themselves and their heirs, executors and administrators, hereby covenant with said Grantee, its successors and assigns that they are the true and lawful owner(s) of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in the manner aforesaid.

THIS SPACE IS LEFT BLANK INTENTIONALLY

	IN WITNESS	WHEREOF, Leslie Tra	aves and Lance S	. Traves have hereunt	o set their hands
on the	19	day of Februng	<u> 2025</u>		

Leslie Traves

Lance S Traves

STATE OF OHIO, COUNTY OF Mediac. ss:

BE IT REMEMBERED, that on the 19th day of 19th day of

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

MARIELENA WALLACE Notary Public, State of Ohlo My Comm. Expires May 02,2026

NOTARY PUBLIC

My Commission expires: May 02, 20%

This document was prepared by: MCSE 791 W. Smith Rd., Medina, OH 44256



Cunningham & Associates, Inc.

Civil Engineering & Surveying 203 W. Liberty St., Medina, Oh 44256 Phone: (330) 725-5980 * Fax (330) 725-8019

EXHIBIT A

Legal Description for 20-Foot Wide Sanitary Easement Project No. 24-125 June 28, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 364, also being a part of Parcel 2 of lands conveyed to Leslie and Lance S. Traves by deed dated April 14, 2004 as recorded in Document Number 2004OR015243 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of MCL 9423 as shown by plat recorded in Document Number 2024PL000016 of the Medina County Recorder's Records, also being a point on the Western Right-of-Way of South Court Street, having a 66-foot Right-of-Way;

Thence along the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 147.65 feet to an angle point thereon, also being the Southeast corner of MCL 364;

Thence along the Eastern line of MCL 364, bearing North 0°16'33" West, a distance of 19.91 feet to a point thereon and the Southeast corner of Parcel 2 of aforesaid lands of Traves;

Thence along the Southern line of Parcel 2 of said lands of Traves, bearing South 89°05'15" West, a distance of 8.26 feet to a point thereon and the TRUE PLACE OF BEGINNING of the Easement Area herein described;

Thence continuing along the Southern line of Parcel 2 of said lands of Traves, bearing South 89°05'15" West, a distance of 20.00 feet to a point thereon;

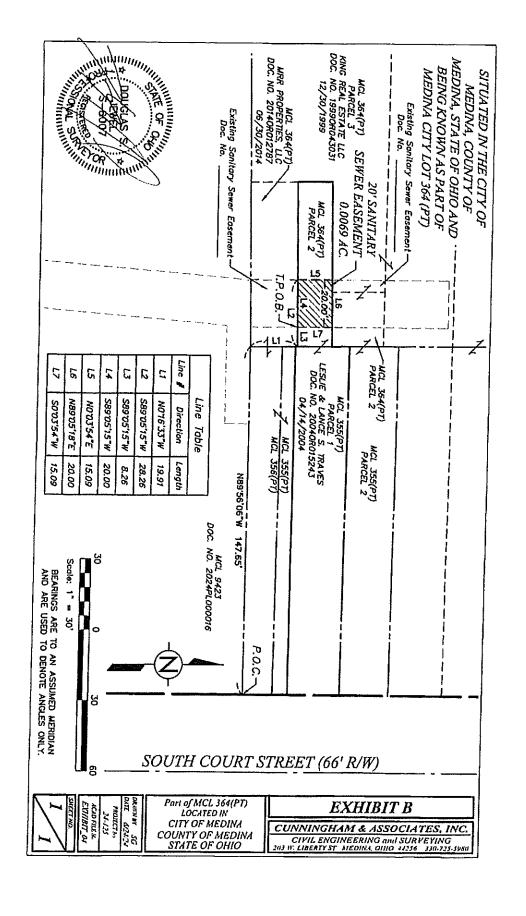
Thence, bearing North 0°03'54" East, a distance of 15.09 feet to the Northern line of Parcel 2 of said lands of Traves;

Thence along the Northern line of Parcel 2 of said lands of Traves, bearing North 89°05'15" East, a distance of 20.00 feet to a point thereon;

Thence, bearing South 0°03'54" West, a distance of 15.09 feet to a point on the Southern line of said Parcel 2 of said lands of King Real Estate, LLC and the TRUE PLACE OF BEGINNING containing 0.0069 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in June 2024, 333-1111.



KNOW ALL MEN BY THESE PRESENTS:

That in consideration of <u>(ONE and 00/100)</u> Dollar (\$1.00) and other good and valuable consideration recited herein given to <u>WILLIAM R. BERTEMES</u> and <u>CANDICE A. BERTEMES</u> hereinafter "Grantor(s)" by the <u>CITY OF MEDINA</u>. Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sanitary sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a <u>SANITARY SEWER AND APPURTENANCES</u> under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Said easement is granted upon parcel number: 028-19C-05-334

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lots (MCL) 1103 and 1104 as shown by plat recorded in Document Number 2022OR014105 of the Medina County Recorder's Records, further bounded and described in Exhibits A and B:

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

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

- Grantee shall observe, maintain, repair, or replace the existing sanitary sewer and appurtenances if any maintenance issues arise. Grantee will be responsible for all excavation, backfill and restoration associated with any such maintenance activities.
- Grantee will for its successors and assigns agrees that it will use its best efforts to have any future maintenance of the existing sanitary sewer main and appurtenances undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible.
- Grantee shall replace any existing surface treatment, pavement, patio pavers, lawn, landscaping, shrubbery, or other improvements which may be damaged as a result of future maintenance, repair, or replacement of the sanitary sewer and appurtenances by the Grantee.
- Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

- Grantor will not install, erect or maintain any structure, fixture or device upon the easement
 which could in any way interfere with Grantee's use of the easement and right-of-way without
 written consent from the City of Medina; however, Grantor retains the right to use the surface
 of the easement area provided said use does not interfere with the uses granted to Grantee.
- Authorize the City of Medina and the Board of County Commissioners of Medina County, Ohio
 and all other officials, assistants, employees, agents and contractors thereof to enter upon the
 property designated as <u>549 S. Court Street.</u>; Permanent Parcel No. 028-19C-05-334, part of
 <u>Medina City Lots 1103 and 1104</u> with the necessary equipment to observe, maintain, repair
 and or replace the proposed sanitary sewer and appurtenances. The Grantee will complete all

- excavation, backfilling, and restoration necessary to observe, maintain, repair or replace the sanitary sewer and appurtenances.
- Release the City of Medina and the Board of County Commissioners of Medina County, Ohio, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason for the observation, maintenance, repair or replacement of the sanitary sewer main and appurtenances at the property designated as <u>549 S. Court</u> <u>Street.; Permanent Parcel No. 028-19C-05-334, part of Medina City Lots 1103 and 1104</u>.
- 4. Grantor will secure and protect all permanent structures associated with the sanitary sewer in the easement area.

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

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

August	EOF, the undersigned has executed this instrument this <u>24</u> day of, 20
Grantor: William R. Bertemes	
Signature:	W. LQ4
Print Name:	Nilliam R. Bertames
State of Ohio)) \$\$:
County of Medina)
The Grantor, <u>Will</u> of Altorney, and that it	ent was acknowledged before me this <u>OL</u> day of <u>lucysof</u> , 20 <u>5</u> , 20 <u>5</u> , who acknowledged that he did sign this Powis his free act and deed. ed this Power of Attorney at Medina, Ohio this <u>OL</u> day of <u>lucysof</u> , 20 <u>5</u>
Ü	Notary Signature: Disa. E. Chemlius
	Print Name: LISA E, GEMBUS
	My Commission Expires: 1/22/2027
	Notary Seal:
	Lisa E. Gembus NOTARY PULBIC



IN WITNESS WHER	EOF, the undersigned has executed this instrument this 25 day of
_august	, 20 <u><i>3.</i>5</u> .
J	
Grantor:	
Candice A. Berteme	\$
	A = A = A = A
Signature:	Sandre Ch. Dutemes
Signature, C	200000000000000000000000000000000000000
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Print Name:	Condici A Bertemes
	•
State of Ohio)
) SS:
County of Medina)
The formula is in the con-	and the suite of the second this 25 day of August 20.25
rne roregoing instrum	ent was acknowledged before me this <u>25</u> day of <u>August</u> , 20 <u>25</u>
	DICE A. BERTELLES , who acknowledged that he did sign this Power
of Attorney, and that it	is his free act and deed.
I have signed and sea	led this Power of Attorney at Medina, Ohio this 25 day of a
· · · · · · · · · · · · · · · · · · ·	
	Notary Signature: Spa & Sem Us
	Print Name: LISA E. GEMBUS
	1/32 / 02 77
	My Commission Expires: 1/22/2027
	Notary Seal:
	Notary ocal.
	E O E Lisa E. Gembus
	NOTARY PULBIC STATE OF OHIO
	Comm Exp 1/22/2027

Boundary Description for Sanitary Easement Easement Description 0.0354 Acres

Situated in the City of Medina, County of Medina and State of Ohio and known as being part of Lot 1103 and part of the north part of Lot 1104 and is further known as being part of a parcel of land conveyed to William R. & Candice A. Bertemes by deed dated June 29, 2022, and recorded in Instr. No. 2022OR014105 of the Medina County Recorder's Records and is bounded and described as follows:

Beginning at the intersection of South Court Street, 66 foot width; and South Drive, 20 foot width; thence continuing southeasterly along the centerline of said South Court Street, South 00° 28' 45" East, 262.86 feet to a point;

Thence along the northerly line of said William R. & Candice A. Bertemes parcel and the prolongation of said northerly line, North 89° 54' 44" West, 133.79 feet, having passed over the westerly right-of-way line of said South Court Street at 33.00 feet, to a point and is the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described;

- Thence through said William R. & Candice A. Bertemes parcel, South 03° 53' 45" West, 77.17 feet to a point on the southerly line of said parcel;
- Thence along the southerly line of said William R. & Candice A. Bertemes parcel, North 89° 54' 46" West, 20.04 feet to a point;
- 3. Thence through said William R. & Candice A. Bertemes parcel, North 03° 53' 45" East, 77.17 feet to a point on the northerly line of said parcel;
- 4. Thence South 89° 54' 44" East, with a northerly line of said William R: & Candice A. Bertemes parcel, 20.04 feet to the Principal Place of Beginning, containing 1,543 square feet or 0.0354 acres of land, more or less, according to a survey by Daniel P. Engle, P.S. No. S-8452, for Davey Resource Group in July, 2025. Subject to all highways, easements and covenants of legal record.

Bearings based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground,

Page 1 of 1 елгос верекозестатии самбилекториес из верскот от името вошена найзанской установательной учеть самых вызывания с



Corporate Headquarters 295 South Water Street, Suite 300 Kent, OH 44240 800-828-8312 Local Office 1310 Sharon Copley Rd PO Box 37 Sharon Center, OH 4427-1 330-590-8004

