

fully executed

RCA 25-214-10/27

ORDINANCE NO. 188-25

AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE THE TEMPORARY EASEMENT FOR THE MEDINA COUNTY SANITARY ENGINEERS FOR SANITARY SEWER PURPOSES.

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

- SEC. 1:** That the Mayor is hereby authorized to approve the temporary easement on City owned property, Parcel No. 028-19D-03-124 (known as the McKee property) for the Medina County Sanitary Engineers for sanitary sewer purposes.
- SEC. 2:** That a copy of the Deed of Temporary Easement for Sanitary Sewer Purposes is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** 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. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 10, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 12, 2025

SIGNED: Dennis Hanwell
Mayor

ORD. 188-25 Exh.A

DEED OF TEMPORARY EASEMENT FOR SANITARY SEWER PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that the City of Medina, single and sole owner, of real property at Permanent Parcel Number 028-19D-03-124 in the City of Medina, Medina County, Ohio (hereinafter, "GRANTOR"), for and in consideration of one dollar (\$1.00) and other good and valuable consideration to it paid by the **BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO**, (hereinafter, "GRANTEE"), receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE to the GRANTEE, and its successors and assigns, a temporary nonexclusive easement in, across, through, over and under the real estate situated in the State of Ohio, County of Medina, City of Medina:

See Exhibit "A"

and known as Parcel No. 02819D03124 (herein, the "Real Estate"), for the sole purposes of constructing, installing, maintaining, operating, inspecting, repairing, renewing, removing and replacing sanitary sewer collection lines, and other sanitary sewer facilities, including, but not limited to valves and controls, and appurtenances thereto (herein, collectively, the "Facilities"), and stabilizing the streambank together with a right of ingress and egress over the adjacent lands of the GRANTOR, their heirs, successors and assigns to access such Temporary Easement Area (as defined below) for said purposes. GRANTOR claims title to said Real Estate by the deed recorded at the Medina County, Ohio Recorder's Office as Instrument Number 2023OR006208.

The Temporary Easement Area shall extend over the entire area of the above described land as necessary to stabilize the streambank and "Facilities", made a part hereof, and incorporated herein. The temporary nonexclusive easement and the rights herein granted within the Temporary Easement Area shall terminate ninety (90) days after the filing of the notice of completion of GRANTEE'S original construction of the Facilities.

The GRANTEE shall have the right hereunder, at all times, to access the GRANTOR'S Real Estate, to ingress and egress over the adjacent lands of the GRANTOR, and to enter upon the Temporary Easement Area to do all things necessary for the purposes of constructing, installing, operating, maintaining, inspecting, repairing, renewing, removing and replacing said Facilities, in, over, across or under said Temporary Easement Area, including, but not limited to, the use of vehicles, equipment,

materials and machinery and also the location of same within the for the activities and purposes set forth herein.

GRANTOR, for itself and its successors and assigns, reserves the right to use and enjoy the surface of the Temporary Easement Area in any manner not inconsistent with the terms, conditions and limitations of the temporary nonexclusive easement granted herein to GRANTEE for the said activities and purposes.

GRANTOR agrees not to build any building or other structure within the Temporary Easement Area which would interfere with the activities and purposes of GRANTEE set forth herein, nor conduct any excavating or other activity which could interfere with GRANTEE'S use of the said Temporary Easement Area for the activities and purposes set forth herein, until this temporary construction easement shall terminate as set forth herein.

GRANTEE further agrees to replace, if necessary, any grass disturbed by reason of or in connection with the activities and purposes herein granted to it, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities, except that GRANTEE shall not be required to replace any trees within the Temporary Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Temporary Easement Area after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue until termination thereof as set forth herein.

TO HAVE AND TO HOLD said premises unto said GRANTEE, the **BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO**, and its successors and assigns, for the activities and purposes hereinabove described.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, an authorized representative of GRANTOR has set their hand this 10 day of December, 2025

GRANTOR:

Dennis Hanwell
City of Medina

Signed and acknowledged
in the presence of:

STATE OF Ohio }
COUNTY OF Medina } ss:

On this 10 day of December, 2025, before me, a Notary Public in and for said County, personally appeared Dennis Hanwell, the GRANTOR in the foregoing document, who executed this Deed of Easement and acknowledged the signing thereof to be his voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.



TRACY ECKERT
Notary Public
State of Ohio
My Comm. Expires
August 25, 2029

Tracy Eckert
NOTARY PUBLIC

Exhibit "A"

Legal Description

Situated in the City of Medina, County of Medina and State of Ohio:

Known as being the whole of Medina City Lot Number 3673.

EXCEPTING THEREFROM:

Situated in the City of Medina, County of Medina, and State of Ohio, and located in Township 2, Range 14 of The Connecticut Western Reserve, being a part of City Lot 3673, being a 10.2808 acre parcel conveyed to James W. McKee and Nancy D. McKee (herein called the Grantor), recorded in Deed Book Volume 474, Page 952 dated 2-25-1976 of Medina County Recorder's Records, and being described as follows:

Beginning, for reference, at the intersection of the centerline of right-of-way and construction for Guilford Boulevard with the centerline of right-of-way of East Smith Road, located on centerline of right-of-way and construction station 29+00.67 for Guilford Boulevard;

Thence North 62° 16 minutes 49 seconds West, with the centerline of East Smith Road, a distance of 31.38 feet to the Northeasterly corner of said City Lot No. 3673, located 30.00 feet right of centerline of right-of-way and construction station 29+09.88 for Guilford Boulevard;

Thence across East Smith Road and with the Easterly line of said City Lot 3673 and with the Westerly existing right-of-way line of Guilford Boulevard, the following courses:

South 44° 47 minutes 30 seconds West, a distance of 355.12 feet, to an iron pin set on the Westerly right- of-way line of Guilford Boulevard, located 30.00 feet right of centerline of right-of-way and construction station 32+65.00 for Guilford Boulevard and being the True Point of Beginning;

Continuing South 44° 47 minutes 30 seconds West, a distance of 145.00 feet, to an iron pin set on the Westerly right-of-way line Guilford Boulevard, located 30.00 feet right of centerline of right-of-way and construction station 34+10.00 for Guilford Boulevard;

Thence across said City Lot 3673 the following courses:

North 45° 12 minutes 30 seconds West, a distance of 40.00 feet, to an Iron pin set located 70.00 feet right of centerline of right-of-way and construction station 34+10.00 for Guilford Boulevard;

Exhibit "A"

North 44° 47 minutes 30 seconds East, a distance of 145.00 feet to an iron pin set, located 70.00 feet right of centerline of right-of-way and construction station 32+65.00 Guilford Boulevard;

South 45° 12 minutes 30 seconds East, a distance of 40.00 feet the True Point of Beginning, containing 0.133 acre, more or less, of which 0.000 acre is within the present road occupied and is contained within Auditor's Parcel Number 028-19D-03-006.

All references are to the records of the Recorder's Office, Medina County, Ohio, unless otherwise noted. Iron pins set, as shown on said Right-Of-Way plans, in the above description are 3/4" inch steel rod, thirty (30) Inches long with a 2" diameter aluminum cap stamped "EMHT INC."

The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station network. The portion of the centerline of Guilford Boulevard, having a bearing of South 44° 47' 30" West, is designated the "basis of bearing" for this survey.

This description was prepared by, or under the supervision of Joshua M. Meyer, Registered Surveyor No. 8485, and is based upon record documents and an actual field survey conducted by Evans, Mechwart, Hambleton & Tilton, Inc. in 2017.

Intending to convey, after exception, 10.1478 acres of land, be the same more or less, but subject to all legal highways.

Property Address: East Smith Road

Parcel Number: 028-19D-03-124