

ORDINANCE NO. 214-25

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT
A MEMORANDUM AGREEMENT FOR THE PROPERTY
LOCATED AT 721 S. COURT STREET,**

WHEREAS: The property owners at 721 S. Court Street wish to install a fence over the existing sanitary sewer and the Medina County Sanitary Engineers (MCSE) are willing to allow the fence to be installed with certain conditions.

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

SEC. 1: That the Mayor is hereby authorized and directed to accept the Memorandum Agreement for the property located at 721 S. Court St.

SEC. 2: That a copy of the Memorandum Agreement 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: December 8, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: December 9, 2025

SIGNED: Dennis Hanwell
Mayor

ORD. 214-25
Exh. A

MEMORANDUM AGREEMENT

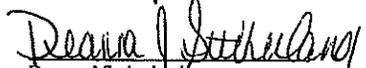
IN ACCORDANCE WITH THIS MEMORANDUM AGREEMENT, Deanna J & Robert B Sutherland, owner(s) of Permanent Parcel No. 028-19C-10-067, Situated in the City of Medina, County of Medina, and State of Ohio; And known as being part of Out Lot 1022 (formerly Out Lot 22, Montville Township side of Medina Village), bounded and described as follows: Beginning at a point in the center of South Court Street and the east line of Lot 1022, 66 feet Southerly from the northeast corner of Out Lot 1022 and extending Southerly along the center of South Court Street and the east line of Out Lot 1022, 66 feet; Thence Westerly in a line parallel to the north line of Out Lot 1022, 297.0 feet to an iron pin; Thence Northerly in a line parallel to the east lot line 66 feet to an iron pin; Thence Easterly in a line parallel to the north lot line 297.0 feet to the place of beginning, containing within said boundaries, .45 acres of land, be the same more or less, but subject to all legal highways. Surveyed September 30, 1944 by A. W. Nettleton, Registered Surveyor No. 1577. Parcel No. 028-19C-10-067, Commonly known as 721 South Court Street, Medina, OH 44256 be the same more or less but subject to all legal highways, their successors and assigns agree to hold forever the following agreement with the City of Medina, the continued right to maintain, operate, repair and/or replace the sanitary sewer main that intersects the property from the southern property line to the northern property line to as described in detail below:

1. The above referenced property owner has requested permission to install a fence approximately one foot (1') off their Northern Property line for approximately one hundred and sixty feet (160') and one foot (1') off their Southern Property line for approximately one-hundred and twenty-five feet (125') which will place the fence over an existing sanitary sewer.
2. The City of Medina has no objection to the installation of the fence as requested, under the following conditions:
 - a) The property owner(s) acknowledge that by the construction of the fence, that the City of Medina is not relinquishing any rights granted by the existing sanitary sewer.
 - b) If the fence needs to be removed for maintenance/repairs/replacement of the sanitary sewer main, the property owner is responsible for all costs associated with the removal of the fence.
 - c) If the City of Medina or its agents find it necessary to remove the fence, they will not be responsible for any damages or losses. The City of Medina will not be responsible for re-installing any portion of the fence.

MEMORANDUM AGREEMENT (Cont.)

No additional structures or buildings, of any kind shall be constructed or placed on said sanitary sewer main without the written consent of the City of Medina.

In Witness Whereof, we have set our hands this 17th day of November, 2025

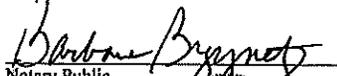

Deanna J. Sutherland


Robert B. Sutherland

State of Ohio)
Medina County) ss

On this 17th day of November, 2025 before me, a Notary Public in and for said County, personally appeared Robert B. Sutherland, did sign the foregoing document, who executed this Memorandum Agreement and acknowledged the signing thereof to be his voluntary act and deed.

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

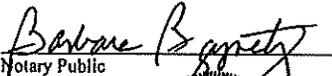

Notary Public



BARBARA BRAZYNETZ
Notary Public, State of Ohio
My Commission Expires 11-30-27

On this 17th day of November, 2025 before me, a Notary Public in and for said County, personally appeared Deanna J. Sutherland, did sign the foregoing document, who executed this Memorandum Agreement and acknowledged the signing thereof to be his voluntary act and deed.

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


Notary Public



BARBARA BRAZYNETZ
Notary Public, State of Ohio
My Commission Expires 11-30-27

Prepared by:
Medina County Sanitary Engineer