

ORDINANCE NO. 102-25

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT ONE (1) EASEMENT TO THE BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY PERTAINING TO THE GRANGER ROAD WATER LINE PROJECT.

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

SEC. 1: That the Mayor is hereby authorized to grant one (1) Easement necessary for the Granger Road Water Line Project, Job #1168.

SEC. 2: That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 3733 Granger Road, Permanent Parcel No. 026-06D-16-010.

SEC. 3: That the County shall pay the City \$310.00 for this easement.

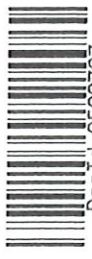
SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: May 27, 2025 SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton APPROVED: May 28, 2025
Clerk of Council

SIGNED: Dennis Hanwell
Mayor



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2025OR011855

LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
07/15/2025 03:18 PM

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ORD 112-25

MEDINA COUNTY RECORDER

LINDA HOFFMANN

(DO NOT REMOVE THIS COVER SHEET.
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NO TRANSFER NECESSARY
R 7/15/25 DATE
ANTHONY P. CAPRETTA
MEDINA COUNTY AUDITOR

DEED OF PERMANENT WATERLINE EASEMENT

ORD 102-25
Exh. A

KNOW ALL MEN BY THESE PRESENTS, that The City of Medina, owner of real property at 3733 Granger Road in Medina Township, Medina County, Ohio (hereinafter, "GRANTOR"), for and in consideration of three hundred and ten dollars (\$310.00) 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, its successors and assigns forever, a perpetual nonexclusive permanent easement in, across, through, over and under the real estate situated in the State of Ohio, County of Medina, Township of Medina:

Situated in the Township of Medina, County of Medina, State of Ohio and being known as part of Medina Township Lot 58, also being part of lands conveyed to The Village of Medina by deed dated August 02, 1907 as recorded in Deed Volume 76, Page 617 of the Medina County Recorder's Records and known as Parcel No. 026-06D-16-010 (herein, the "Real Estate"), for the sole purposes of constructing, installing, maintaining, operating, inspecting, repairing, renewing, removing and replacing water transmission lines and other facilities, including, but not limited to valves and controls, and appurtenances thereto (herein, collectively, the "Facilities"), together with a right of ingress and egress over the adjacent lands of the GRANTOR, their heirs, successors and assigns to access such Permanent 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 in Deed Volume 76, Page 617.

The Permanent Easement Area is of varying width and contains 0.0583 acres, more or less, and is further described in Exhibit "A" which is attached hereto, made a part hereof, and incorporated herein; it is also depicted on Exhibit "B". The perpetual nonexclusive permanent easement and the rights herein granted within the Permanent Easement Area shall continue in perpetuity.

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 Permanent 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 Permanent 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 Permanent Easement Area in any manner not inconsistent with the terms, conditions and limitations of the perpetual nonexclusive permanent easement granted herein to GRANTEE for the said activities and purposes.

GRANTOR agrees not to build any building or other structure within the Permanent Easement Area which would interfere with the activities and purposes of GRANTEE set forth herein; however, landscaping and planting, except trees, shall not be prohibited within the Permanent Easement Area. Further, GRANTOR shall not conduct any excavating or other activity which could interfere with GRANTEE'S use of the said Permanent Easement Area for the activities and purposes 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 Permanent Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Permanent 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 easements 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 in perpetuity.

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

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IN WITNESS WHEREOF, an authorized representative of GRANTOR has set their hand this 9th day of July, 2025

GRANTOR: D. Hannell

City of Medina

Moyer Dennis H. Hannell

Signed and acknowledged
in the presence of:

STATE OF Ohio }
COUNTY OF Medina } ss:

On this 9 day of July, 2025 before me, a Notary Public in and for said County, personally appeared Dennis Hannell, 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



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 a Varied Width Water Main Easement
Project No. 24-143
March 11, 2025

Situated in the Township of Medina, County of Medina, State of Ohio and being known as part of Medina Township Lot 58, also being part of lands conveyed to The Village of Medina by deed dated August 02, 1907 as recorded in Deed Volume 76, Page 617 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the intersection of the centerline of Lake Forest Trail (T.H. 846), having a 60-foot Right-of-Way with the centerline of Granger Road (C.H. 21), having a varied width Right-of-Way as shown by Falcon Point At Lake Medina Reserve Subdivision - Phase 3 - Replat 3 recorded in Document Number 2020PL000003 of the Medina County Recorder's Records;

Thence along the centerline of Granger Road, bearing South 89°28'32" West, a distance of 829.74 feet to a point thereon;

Thence at a right angle and perpendicular to the centerline of Granger Road, bearing North 0°31'28" West, a distance of 30.00 feet to a point on the Northern Right-of-Way of Granger Road and the **TRUE PLACE OF BEGINNING** of the Easement Area herein described;

Thence along the Northern Right-of-Way of Granger Road, bearing South 89°28'32" West, a distance of 54.68 feet to an angle point therein;

Thence at a right angle and continuing along the Northern Right-of-Way of Granger Road, bearing North 0°31'28" West, a distance of 15.00 feet to an angle point therein;

Thence continuing along the Northern Right-of-Way of Granger Road, bearing North 87°20'14" West for a distance of 89.93 feet to an angle point thereon, also being the a point on the Eastern line of lands conveyed to Hendrick Leibardt and Mary Waickman by deed dated December 12, 2022 as recorded in Document Number 2022OR025003 of the Medina County Recorder's Records;

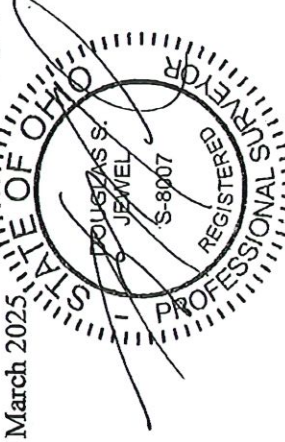
Thence along the Eastern line of said lands of Leibardt and Waickman, bearing North 09°33'37" East, a distance of 12.19 feet to a point thereon;

Thence parallel to the centerline of Granger Road, bearing North 89°28'32" East, a distance of 111.25 feet to a point;

Thence, bearing South 44°41'32" East, a distance of 44.61 feet to a point on the Northern Right-of-Way of Granger Road and the **TRUE PLACE OF BEGINNING** intending to be a varied width strip of land, containing 0.0583 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 March 2025



REGULAR MEETING – TUESDAY, JULY 22, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0545

**AUTHORIZING THE SANITARY ENGINEER TO OBTAIN AN EASEMENT
FOR THE GRANGER ROAD WATER MAIN IMPROVEMENTS**

WHEREAS, the Sanitary Engineer and the City of Medina are in the process of completing plans to replace a section of the existing water main on Granger Road; and

WHEREAS, to facilitate said project, it is necessary for the Medina County Sanitary Engineer to negotiate the granting of a water main easement with the City of Medina; and

WHEREAS, the Sanitary Engineer has finalized negotiations with the City of Medina and now presents the following parcel of land and the respective amount for granting the easement.

PARCEL NUMBER	PROPERTY OWNER	EASEMENT PRICE	OTHER CONSIDERATIONS
026-06D-16-010	City of Medina	\$310.00	-

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners of Medina County, Ohio that the Sanitary Engineer is authorized to obtain the easements listed above to facilitate the water main replacement along Granger Road and that payment be made to the property owners in the above stated amount, in consideration for the granting of said water main easements.



MEDINA COUNTY SANITARY ENGINEERING DEPARTMENT
791 WEST SMITH ROAD PO BOX 542 MEDINA, OHIO 44258
PHONE (330) 723-9585 FAX (330) 723-9661
TOLL FREE (844) 722-8404

July 24, 2025

Patrick Patton, P.E.
City Engineer
132 N Elmwood Avenue
Medina, OH 44256

Regarding: Water Easement

Mr. Patton:

Thank you for providing a signed Deed of Permanent Waterline Easement for the water main installation on Granger Road. I have included with this letter a copy of the recorded Easement and Resolution from the County Commissioners authorizing the easement for your records.

For the next step in the easement process, our office will provide a payment of \$310.00 for the easement. You will receive a check in about 3-4 weeks.

If you have any questions or concerns, I can be reached by e-mail at bromine@medinacounty.gov or by phone at (330) 723-9575.

Sincerely,

Bj M. R.

Ben Romine, P.E.
Design Engineer

cc: Jeremy Sinko, P.E., Sanitary Engineer
Fred Himmelreich, P.E. City of Medina