

N MIDWAY MALL SHOPPING CENTER

FIFTIETH AVENUE

39° E - 2360.04'

1750.00'

609.43'

33.6'

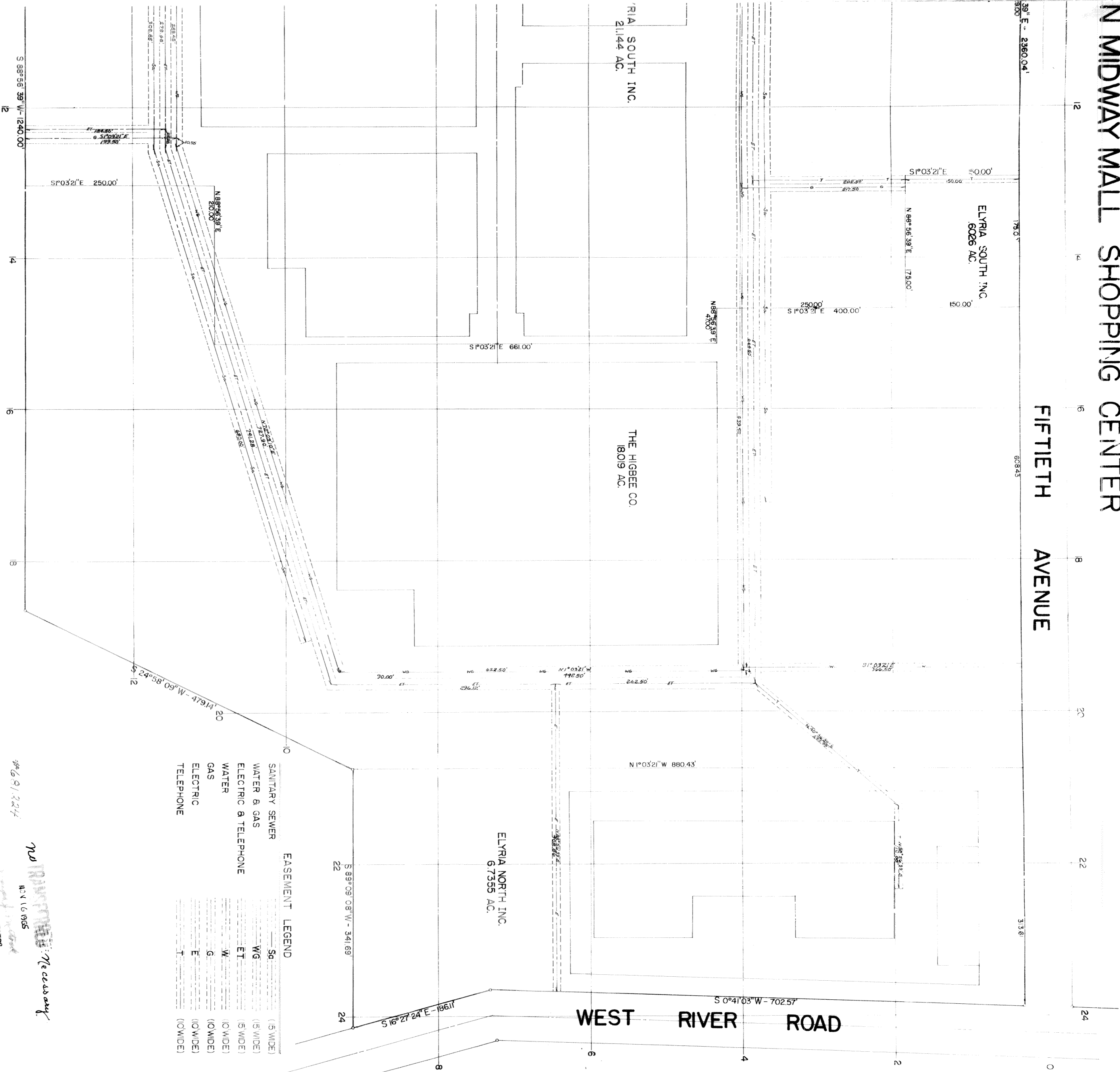
ELYRIA SOUTH INC.
6026 AC.

ELYRIA SOUTH INC.
21,444 AC.

THE HIGBEE CO.
1809 AC.

ELYRIA NORTH INC.
6,735 AC.

WEST RIVER ROAD



EASEMENT LEGEND

Symbol	Description	Width
Sc	SANITARY SEWER	(15 WIDE)
WG	WATER & GAS	(15 WIDE)
ET	ELECTRIC & TELEPHONE	(5 WIDE)
W	WATER	(10 WIDE)
G	GAS	(10 WIDE)
E	ELECTRIC	(10 WIDE)
T	TELEPHONE	(10 WIDE)

NO IMPROVEMENTS NECESSARY
 11/16/1965
 Auditor

signs as
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WITNESSES
 ELYRIA SOUTH, INC.
 State of Ohio
 County of

Approved this 5th day of NOVEMBER 1965
 Approved this 5th day of NOVEMBER 1965
 Approved and accepted by Ordinance No. 65-99
 passed on this 6th day of JULY 1965. Wherein the Utility
 Easements granted as shown and designated on the plat herein, are accepted
 as such by the Council of the City of Elyria, Lorain County, Ohio.
 In witness whereof I have hereunto set my hand and affixed my official
 seal this 5th day of NOVEMBER 1965.

City Clerk, Elyria, Ohio

RECEIVED FOR RECORD
 11:06 A.M.
 11/16/65

We hereby certify that the plat information herein, with respect to
 Utility Easements granted as shown and designated, is correct.
 H.G. DILL CO. CONSULTING ENGINEERS

Filed for record this day of NOV 1965
 Recorded this day of NOV 1965
 Fee \$ 8.64
 File No. 681,837-4

By Registered Surveyor

Notary Public
 State of Ohio
 County of



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 SLIDE 43

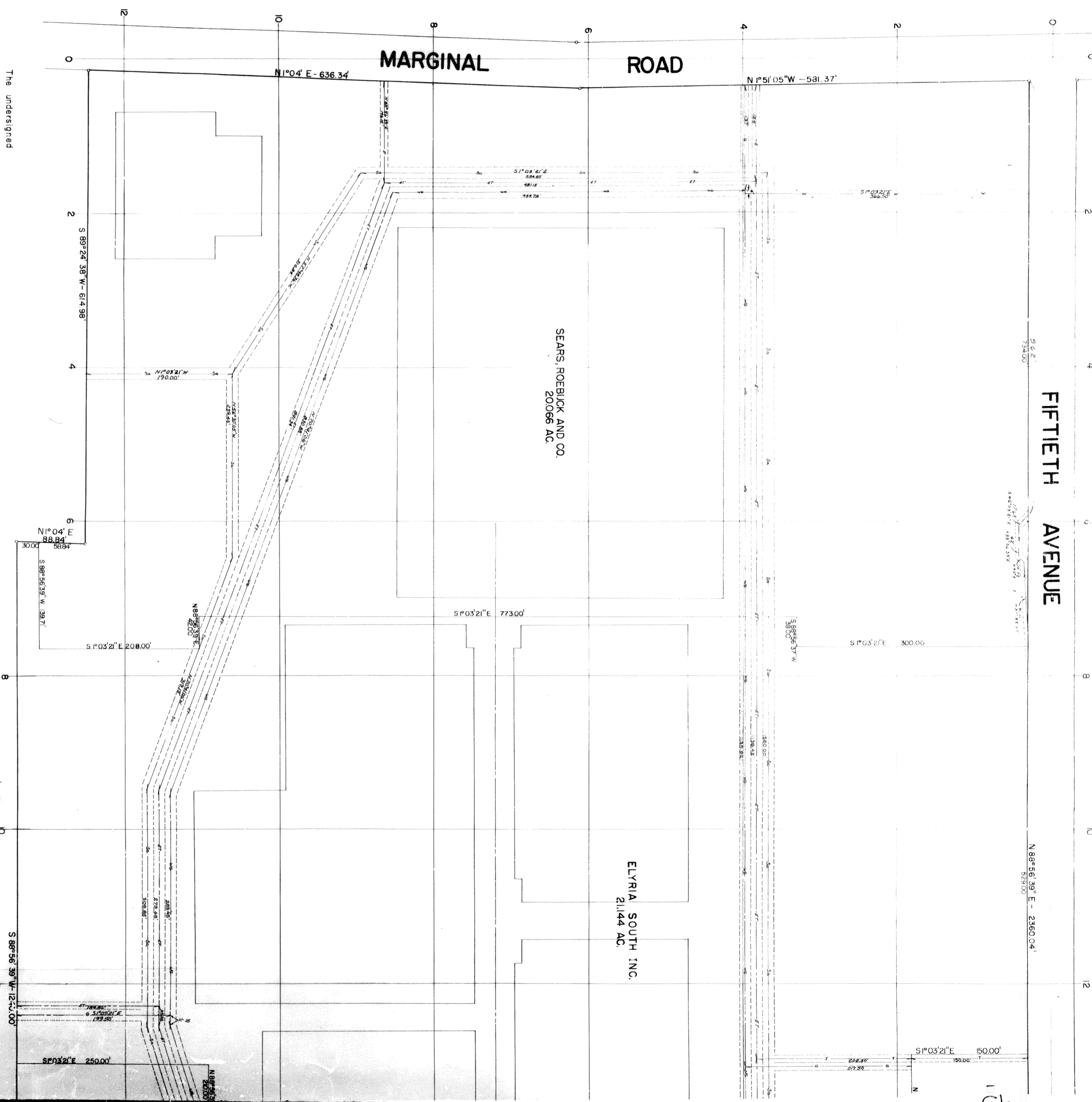
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UTILITY EASEMENTS IN MIDWAY MALL

FIFTIETH AVENUE

OHIO STATE ROUTE 57



The undersigned

Sears, Roebuck and Co. (New York Corporation), by H.A. Benhin, Vice President, William J. Coughlin, Assistant Secretary
The Higbee Company (Delaware Corporation), by
Elyria North Inc. (Ohio Corporation), by
Elyria South Inc. (Ohio Corporation), by

The easement rights hereby granted unto the City of Elyria, to the use of the various public utilities, and their successors and assigns as may from time to time supply the various services, are limited in use for the designated purposes only, for the construction, maintenance, and repair of facilities to supply sanitary sewer, water, gas, electric, and telephone services, together with such rights of access to the designated easement areas from areas along side and exterior there to, as may be reasonably necessary for the utilization of the easement areas, such granted rights being subject to the right of the grantors, their successors and assigns which right is hereby expressly reserved to make taps in any such facilities as they may from time to time deem necessary or advantageous for the use and development of their respective properties, and further subject to the right of each of the grantors, their respective successors and assigns, at any time to relocate the above granted easements on their respective properties at their sole cost and expense, it being understood that such right will be exercised in conformity with the normal rules and regulations, then currently governing the use of such facilities as established by the owners thereof. Said easement rights are granted on condition that in the event any grantee of such rights (other than currently governing the use of such facilities as established by the owners thereof) furnishing other adequate facilities to supply the above described utility services ceases to use any portion of said easement areas for the purposes herein above set forth for a period of one (1) year, the rights herein granted with respect to such portion of said easement areas shall forth with terminate as to such grantee and be of no further force or effect.

SEARS, ROEBUCK AND CO.

THE HIGBEE CO.

ELYRIA NORTH, INC.

ELYRIA SOUTH, INC.

WITNESSES
State of Illinois

WITNESSES
State of Ohio

WITNESSES
State of Ohio

WITNESSES
State of Ohio

Before me, a Notary Public in and for said county, personally came H. A. Benhin, A. William J. Coughlin, who acknowledged the signing of the foregoing instrument as their voluntary act and deed, and as the voluntary act and deed of the Sears, Roebuck and Co. for the uses therein expressed.

Before me, a Notary Public in and for said county, personally came [Name], who acknowledged the signing of the foregoing instrument as his voluntary act and deed, and as the voluntary act and deed of the Higbee Co. for the uses therein expressed.

Before me, a Notary Public in and for said county, personally came [Name], who acknowledged the signing of the foregoing instrument as his voluntary act and deed, and as the voluntary act and deed of the Elyria North, Inc. for the uses therein expressed.

Before me, a Notary Public in and for said county, personally came [Name], who acknowledged the signing of the foregoing instrument as his voluntary act and deed, and as the voluntary act and deed of the Elyria South, Inc. for the uses therein expressed.

Notary Public
My Comm. Expires Dec. 6, 1946

Notary Public
My Comm. Expires Dec. 31, 1946

Notary Public
My Comm. Expires Nov. 20, 1946

Notary Public
My Comm. Expires Nov. 20, 1946

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