

ORDINANCE NO. 36-86

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF LORAIN, OHIO TO ENTER INTO AN AGREEMENT GRANTING AN EASEMENT AND RIGHT-OF-WAY TO ST. JOSEPH HOSPITAL OF LORAIN, INC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

SECTION I. That the Mayor of the City of Lorain, Ohio, be and he is hereby authorized to enter into an agreement granting to St. Joseph Hospital of Lorain, Inc. an easement and right-of-way, together with the rights and privileges set forth in the Easement Agreement attached hereto and incorporated herein, marked as Exhibit "A", for purposes of constructing and maintaining a canopy entranceway over a portion of 20th Street and Livingston Avenue, Lorain.

SECTION II. 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 of any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

SECTION III. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 17 March, 1986

ATTEST: Arlene K. Kokinda CLERK

APPROVED: 18 March, 1986

PRESIDENT OF COUNCIL
PRO TEM

Dexter D. Dyer
MAYOR

I, ARLENE K. KOKINDA, CLERK OF COUNCIL OF THE CITY OF LORAIN, OHIO, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND ACCURATE COPY OF ORDINANCE/RESOLUTION NO. 36-86 PASSED ON THE 17th DAY OF March, 1986 BY SAID COUNCIL AND TAKEN FROM THE RECORDS ON FILE IN THE OFFICE OF THE CLERK OF COUNCIL.

10-1-87 Arlene K. Kokinda
DATE CLERK OF COUNCIL

JWM:ah
11-27-85-#53

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: The City of Lorain, Ohio, a Municipal Corporation without Charter, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of St. Joseph Hospital of Lorain, Inc., the Grantee, does hereby grant unto Grantee, its successors and assigns, an Easement and Right-of-Way, together with the rights and privileges hereinafter set forth for the construction and maintenance of a canopy and entranceway over and across the following described premises:

From the exterior Northeast corner of the existing chapel of St. Joseph Hospital, go approximately 36 feet North, then go 38-11/100 feet at a 30 degree angle towards the Northwest, then go approximately 18 feet West to the Southeast corner of Permanent Parcel No. 42-02-01-003-155-027.

In addition to said Easement and Right-of-Way, the following rights are hereby granted to the St. Joseph Hospital of Lorain, Inc., the Grantee: The right to inspect, operate, replace, repair patrol, maintain and remove in, under, along and across said right-of-way, such usual fixtures and appurtenances that may, by Grantee, be deemed necessary or become necessary for and in connection with the facilities being constructed on the Right-of-Way.

Grantor reserves the right to use the Right-of-Way area in ways not inconsistent with the use of the area by the Grantee, subject to Grantee's rights enumerated herein. Grantor reserves the right to inspect, operate, repair, replace, patrol, maintain and remove in, under and along said Right-of-Way and across the premises, such undergrounds lines, pipe, conduits and other usual fixtures and appurtenances as may be necessary, or become necessary in connection with underground utilities maintained by Grantor under the Right-of-

Way.

In the event that Grantor deems it necessary to dig up any portion of the Right-of-Way, or otherwise use the Right-of-Way for any other purposes herein enumerated which require the removal of flowers, shrubbery or improvements built by the Grantee over the Right-of-Way, Grantor shall exercise ordinary care in removing them and shall return earth excavated by Grantor to the area. Grantor shall not be responsible for replacing flowers, shrubbery or improvements. It is specifically understood and agreed that the Grantor shall not be responsible for damage to improvements of Grantee located on or above the Right-of-Way, so long as it uses ordinary care in the maintenance of its facilities located under the Right-of-Way.

The Easement and rights herein granted are subject to equal rights of other utilities in that portion of the premises set forth above for utility purposes.

TO HAVE AND TO HOLD said Easement rights and Right-of-Way to Grantee, its successors and assigns forever.

AND Grantor does for itself and its successors and assigns covenant that it is well and truly seized of the above described premises and has good right to grant the foregoing rights and privileges.

IN WITNESS WHEREOF, we have hereunto set our hand as of the 21 day of March, 1986.

THE CITY OF LORAIN, OHIO

BY Alex Olejko
Alex Olejko - Mayor

STATE OF OHIO
SS.
LORAIN COUNTY

Before me a Notary Public in and for said County and State,

personally appeared the above named Alex Olejko, Mayor of Lorain, Ohio, who acknowledged that he did sign the foregoing instrument for and on behalf of Lorain, Ohio, by authority of an Ordinance passed by the City Council of Lorain, Ohio, and that the same is his free act and deed and the free act and deed of the City of Lorain, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio, this 21st day of MARCH, 1986.

Evelyn Vansant

NOTARY PUBLIC

EVELYN VANSANT, Notary Public
My commission expires 12-28-88

This instrument prepared by:
James W. Moennich
COOK AND BATISTA CO., L.P.A.
209 Sixth Street
Lorain, Ohio 44052