ORDINANCE NO. B-838

ACCEPTING THE DEDICATION OF LANDS BY DEED DATED SEPTEMBER 9, 1963 OF THE AMHERST FOUR SQUARE CHURCH, INC. FOR THE EXTENSION OF TEX-RA LANE IN PARTS OF ORIGINAL LOTS NO. 39 AND 40 OF AMHERST TOWN-SHIP, NOW THE CITY OF AMHERST, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Amberst desires the Amberst Four Square Church, Inc., to dedicate to them certain lands running through their property in Original Lots No. 39 and 40 of Amberst Township, now the City of Amberst for public atreet purposes, to extend Terra Lane from its present terminus north to Cooper-Foster Park Road,

WHEREAS, the Amherst Four Square Church, Inc. desires to acquiesce in the desires with the City of Amherst,

WHEREAS, the Amberst Four Square Church, Inc. desires assurances that it will not be assessed for street construction in said dedicated lands and requests in the dedication a reservation that the City of Amberst shall construct upon the lands dedicated a street in accordance with the plans and specifications as provided in the valid ordinances of the City of Amberst,

WHEREAS, the City of Amherst finds that the fair value of land dedicated is fairly equal to the cost of said construction.

NOW, THEREFORE, be it ordained by the Council of the City of Amberst, State of Ohio:

- Section 1. That the dedication of lands by the Amherst Four Square Church, Inc. by deed dated September 9, 1963, in parts of Original Lots No. 39 and his of Amherst Township, now the City of Amherst, be and the same is approved and accepted, and the dedication for public use of these lands for street purposes be, and the same is hereby accepted and confirmed.
- Section 2. That the City of Amheret accept the reservations and covenants in said Deed and specifically agree by acceptance of this dedication that the grantor shall reserve unto itself, its suscessors and assigns, the right to receive reimbursement from all persons, individuals, or corporations desiring to tap in to the present ten inch sever within the lands herein dedicated constructed by grantor a sum to be determined by negotiation with any such persons, individuals, or corporation, not to exceed the total sum of Three Thousand Dollars (\$3,000.00).

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Section 3. That the City of Amberst accept the further reservation that by acceptance of this dedication it agrees and sevenmes with the grantor that it shall, at a time determined by the grantes, construct upon the lands described begain, a street in accordance with the plans and specifications as provided in the valid ordinances of the City of Amberst, and further agree that no lands of the grantor adjacent to and adjoining the described premises shall be assessed in any manner for said street construction: provided, however, that the grantor may at its election determine to proceed and install a street in accordance with the plans and specifications required under the valid ordinances of the City of Amherst without furnishing assurances thereof first; provided, further, however, that the grantor may petition the City of Amherst pursuant to the Ohio Revised Code at any time to have the City construct said road and the cost thereof to be assessed against the adjoining benefited property and further that the City of Amherst may after a period of five years from the date hereof proceed to improve said road by use of any section of the Ohio Revised Code including those referring to special assessment.

Section 4.

That this ordinance is declared to be an emergency; the emergency being to provide for the immediate acceptance of the lands dedicated he rein and that this ordinance take effect and be in force immediately upon passage.

PASSED November 26, 1963

Kohert a Ferrman Prosident

ATTEST

Fin P. Geefeld

APP ROVED _ [

11-26-63

Frank J. Junik

APPROVED AS TO FORM MY

H. J. Martinek, Solieitor

lat Reading 9-9-63 2nd Reading 10-26-63 3rd Reading 11-12-63

I hereby certify that the foregoing Ordinance No. 2039 was duly published in The Amherst News-Times, a newspaper of general circulation in the City of Amherst, of Dec. 12-19, 1263

Cannel Clark

Jame Lill John Whitakene

THESE PRESERTS KROW ALL MEN BY

That, MANOR REAL ESTATE COMPANY, a Corporation of the Commonwealth of Pennsylvania, duly authorized to transact business in the State of Ohio, the Grantor, for the consideration of \$2,457.00, received to its full satisfaction of the Grantee, OHIO EDISON COMPANY, a Corporation of the State of Ohio, having its principal office at Akron, Chio, does give, grant, bargain, sell and convey unto the said Crantee, its successors and assigns, forever, SUBJECT as hereinafter mentioned, the following described promises:

ALL THAT parcel of land situate in the Township of Amherst. County of Lorain and State of Ohio, being part of Township 6 Horth, Range 18 West, in the Connecticut Western Reserve and being parts of Original Lots Humbers 45, 46 and 56 in said Amherst Township, bounded and described as follows, viz:

BECINNING at a point at the northernmost corner of the parcel of land containing 23.1 acres, +. which has been conveyed by Manor Real Estate Company to Chio Edison Company as Parcel Number Four in Deed dated October 12, 1959, said beginning point being in the Southerly line of land now or forzerly of The Lake Shore and Michigan Southern Railway Company (New York Central Railroad Company) and at the distance of 56.5 feet Southeastwardly at right engles from the center line of the former Lorain, Ashland and Southern Railroad, now abandoned;

EXTENDING from said beginning point the following ten courses and distances: (1) S. 46° 49° W., parallel with said center line of former railroad, now abandoned, being partly by said parcel of land containing 23.1 acres, +, conveyed as aforesaid besselver, and partly by land now or formerly of Sophia N. Barnes and others, 3360 feet, +, to cucker by the line dividing said land now or formerly of Sophin M. Barnes and others on the M.C. Read North from land now or formerly of C. B. Schibley and wife on the South; the following two courses and distances being by said land now or formerly of C. B. Schibley and wife: (2) Westwardly 25 feet, +, to a point distant 36.5 feet Southeastwardly at right angles from said center line of former railroad, now abandoned; (3) S. 46° 49° W., parellel with said center line of former railroad, now abandoned, 400 feet, +, to the Bortherly right-of-way line of the Ohio Turnpike (330 feet wide); (4) S. 79° 54° W., along the same, 109.92 feet to a point distant 23.5 feet Northwestwardly at right angles from said center line of former railroad, now abandoned; the following two courses and distances being by other land now or formerly of C. B. Schibley and wife: (5) N. 46° 49° E., parallel with said center line of former railroad, now abandoned, 440 feet, +, to the prolongation of said land dividing line between land now or formerly of C. B. Schibley and wife and land now or formerly of Sophia M. Barnes and others; (6) Westwardly, along said prolongation of land dividing line, 25 feet, +, to a point distant 43.5 feet Horthwestwardly at right angles from said center line of former railroad, now abandoned; (7) H. 46° 49° B., parallel with said center line of former railroad, now abandoned, being partly by other land now or formerly of Sophia M. Barnes and others and partly by land now or formerly of Fred J. Krueck and wife, 1146.5 feet to the line dividing said Lot Number 46 on the South from said Lot Number 45 on the Rorth; (3) Westwardly, along said lot dividing line, still by said land now or formerly of Fred J. Krueck and wife, 20 feet, +, to a point distant 56.5 Morthwestwardly at right angles from said center line of former railroad, now abandoned; (9) H. 460 49' R., parallel with said center line of former railroad, now abandoned, being by land of other owners, 2260 feet, +, to said Southerly line of land now or formerly of The Lake Shore and Michigan Southern Railway Company; and (10) S. 69° 23' E., elong the same, 125 feet. +, to the place of beginning.

CONTAINING 8.5 acres. +.

BEING a portion of the land which the Lorain, Ashland and Couthern Railroad Com may, by deed dated February 2, 1932 and recorded in the Office for the Recording of Deeds in and for Lorain County aforesuid, in Deed Book 264, page 71, quitclaimed unto Granite Improvement Company, a predecessor of the said Grantor herein.

TO HAVE AND TO HOLD said premises with the privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever.

SUBJECT, however, to (1) such state of facts as an accurate survey may disclose; (2) the effect, if any, of any uncancelled mortgages of record against the land hereinbefore described; and (3) rights of those lawfully entitled to use so much of the land hereinbefore described as is included with the lines of the driveway extending over and across said land.

THIS DEED is executed, delivered and accepted upon the understanding and agreement (1) that a right or means of ingress, agress or passageway to or from the land hereinbefore described is not hereby granted, specifically or by implication, and the Grantor, its successors or assigns, shall not and will not be liable or obliged to obtain for the said Grantee, its successors or assigns, such means of ingress, egress or passageway, and also that the said Grantee, its successors or assigns, will obtain a means of access to and from the said land at its or their own cost and expense; and (2) that the said Grantee, for itself and its successors and assigns, hereby assumes all obligations as to the land hereby conveyed relative to construction and maintenance of form crossings, fences and cattle passes, as provided in Deeds of Record and hereby releases said Grantor, its successors and assigns, from any and all liability with respect thereto.

AND the said Grantor, for itself and its successors, does covenant with the said Grantee, its successors and assigns, that at and natil the enscaling of these presents it is lawfully seized of the premises aforeseid as a good and indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as above written and that it will forever WARRANT and DEFRED the same with the appurtenances, SUBJECT as aforeseid, unto the said Grantee, its successors and assigns, against all other persons whomsoever lawfully claiming title through or under it the said Grantor.

IN WITNESS WHEREOF, the said Crantor bereunto sets its name and corporate seal, by
its General Hanager, Real Estate and
its day of A. D. 1964.

MANOR REAL RETATE COMPANY By:

SIGHED and ACKHOWLEDGED in the presence of:

General Manager, Real Estate

Secretary

COMMONWEALTH OF PENEGYLVANIA)

COUNTY OF

BEFORE ME, a Motory Public in and for said Commonwealth and County, personally appeared the above-named MANOR REAL ESTATE COMPANY by its General Manager, Real Estate, and its Secretary, who acknowledged that they did sign the foregoing Instrument and that the same is the free act and deed of said MANOR REAL ESTATE COMPANY and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at this day of A. D. 1964.

| Hotery | Public |
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| | |

This Instrument prepared by:
Norman R. Cole
Room 1444-Transportation Center
6 Penn Center Plaza, Philadelphia 4, Pa.

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HANOR REAL ESTATE CCHPAHY

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OKIO EDISON COMPANY

APPROVED I his Estimen Co.

PURCHASER

K. E. K. Junear odus

Land situate in the Township of Amherst, Lorein County, Ohio.

Checked Approved Drawer BOX

Compds N. M.

LO. TON: T.6 N., A.18W., CONNECTICUT WESTERN RESERVE TOWNSHIP AMERICA COLAIN LOSANIE STATE ONIO PT OF BEGINNING OHIO F.DISON COMPANY M. R. E. Co. to CASE NO. 55470 007. 12, 1959 Parcel No 4 23.1 Ac. t]。 [3] [4] [8] N +6 49' K 2260' L N + 6 + 3 ' F MANCE KEALESTATEG. "15 ACT PROPERTY TO BE CONVEYED "55 ACT KE LORAIN YASHLAND A SOPHIA . How or F

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