

ORDINANCE NO. 100-17

**AN ORDINANCE AUTHORIZING AN ENVIRONMENTAL COVENANT
(CONSERVATION EASEMENT) FOR THE CHAMPION CREEK
RESTORATION PROJECT GRANT, AND DECLARING AN EMERGENCY.**

WHEREAS: Resolution No. 56-12, passed March 26, 2012 authorized the Mayor to file an application for grant assistance with the Ohio Environmental Protection Agency for the Ohio EPA 319 Grant Program; and

WHEREAS: As part of the finalization of the City's Champion Creek Restoration Project Grant completion, (319(h) Nonpoint Source Implementation Program Grant), several conservation easements were required as part of the grant agreement, they are as follows:

- PPN# 028-19C-05-369 – Sandra Rusinko, Owner
- PPN# 028-19D-01-117 – City of Medina Owner (406 S. Broadway)
- PPN# 028-19D-02-114 – City of Medina Owner (former James Lumber site)

and;

WHEREAS: These conservation easements limit the use of the individual areas of the property where the easement is proposed and the intent of the conservation easements is to protect the work performed with the grant funding; and

WHEREAS: The grant agreement estimates approximately \$36,000 for the cost of creating and executing the conservation easements, but since the City of Medina owns most of the land that was originally privately owned, the cost to execute a private conservation easement will be significantly less. The cost was approved for expenditure under Res. No. 56-12, passed March 26, 2012.

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

SEC. 1: That the Council of the City of Medina hereby authorizes and directs the Mayor to execute on behalf of the City the Environmental Covenant with Mrs. Rusinko and the City owned properties, as set forth in the attached Exhibit A, which is incorporated herein by reference as though fully rewritten herein.

SEC. 2: 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. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to permit the timely execution of the conservation easement and for completion of the grant; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 26, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 27, 2017

SIGNED: Dennis Hanwell
Mayor

ORD. 100-17
Exh. A

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into pursuant to Ohio Revised Code ("R.C.") Sections 5301.80 to 5301.92 by _____ (the "Owner"), having an address of _____, and the City of Elyria, Ohio, an Ohio Municipal Corporation (the "Holder"), having an address of 131 Court Street, Elyria, Ohio 44035 and the City of Medina ("City"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property, which contains the Covenant Area and is situated in Medina County, Ohio, in the Lake Erie watershed; and

WHEREAS, the Champion Creek, located in north-east Ohio, and a small portion of the Rocky River Watershed which drains to Lake Erie; and

WHEREAS, for the preservation and restoration of the Champion Creek, the City stabilized and restored 2,240 lineal feet of stream bank and floodplain in order to significantly reduce bank erosion which results in lower sediment loading in the Rocky River watershed; and

WHEREAS, the stream bank restoration work included the installation of j-hook rock structures to direct flow and create in-stream habitat diversity, live staking to stabilize the bank slope, and riparian vegetation along the stream bank; and

WHEREAS, the stream bank restoration protected area, dominated by riparian vegetation and forest, is an important resource for preventing nonpoint source pollution from entering the Champion Creek and Rocky River watershed; and
the City

WHEREAS, the City wishes to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Environmental Covenant.

NOW, THEREFORE, Owner, Holder and City of Medina agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. Sections' 5301.80 to 5301.92.

2. Covenant Area. The Covenant Area is an approximately _____ acre tract of real property located in Medina County, Ohio, and more particularly described in Exhibit A [narrative] and Exhibit B [map]

attached hereto and hereby incorporated by reference herein ("the Covenant Area").

3. The Owner is the fee simple owner of the Covenant Area.
4. The Holder is the holder of this Environmental Covenant.
5. Activity and Use Limitations. Given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:

Division: Any division or subdivision of the Covenant Area is prohibited;

Commercial Activities: Commercial development or activity on the Covenant Area is prohibited;

Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited, other than construction activities that are authorized in writing by the Ohio EPA;

Cutting and Other Control of Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species and control activities that are authorized in writing by the Ohio EPA;

Land Surface Alteration: The removal of soil, sand, gravel, rock, minerals or other materials from the Property, or doing any act that would alter the topography of the Property shall be prohibited;

Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and

Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized in writing by the Ohio EPA.

Recreational Trails and Vehicles: Recreational uses that disturb or compact the soils or destroy or inhibit growth of vegetation are prohibited;

Utilities: Construction of utilities on the Property shall be prohibited. Underground or above-ground utilities may only be constructed if no other alternative are available and Ohio EPA has approved the exception;

Other Activities: Each and every other activity or construction project which might endanger the natural, scenic, biological, ecological integrity of the Property shall be prohibited.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. Section 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to R.C. Section 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Environmental Covenant shall restrict the City of Medina from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. Owner hereby grants to the City of Medina, its agents, contractors, and employees and the Holder or its agents the right of access to the Covenant Area in connection with the implementation or Enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to the City of Medina, upon request by the City of Medina, written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE MEDINA COUNTY RECORDER ON _____, 20__, IN DOCUMENT NO. _____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

[In the notice, restate restrictions from Paragraph 5 of this Covenant]

Owner shall notify the City of Medina within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area and, for example, is not subject to any utility, road or other easement;
- c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder, and the City of Medina, pursuant to R.C. §§ 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant,

including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the City of Medina, the Holder, and the Owner or Transferee/s/ of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee/s/ shall file such instrument for recording with the Medina County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the City of Medina shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Medina County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Medina County Recorder.

17. Distribution of Environmental Covenant. The City of Medina shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Owner

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the City of Medina, any document or communication required by this Environmental Covenant shall be submitted to:

City of Medina, Ohio
132 N. Elmwood Street
Medina, OH 44256

The undersigned Owner and Holder represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

OWNER:

[OWNER]

By: _____
[Owner]

Date: _____

Approved as to Form:

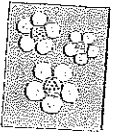
Gregory Huber, Medina City Law Director

HOLDER:

THE CITY OF MEDINA, OHIO

By: Dennis Hanwell
Dennis Hanwell, Mayor

Date: June 27, 2017



State of Ohio)
) ss:
County of Medina)

Before me, a notary public, in and for said county and state, personally appeared _____,
who acknowledged to me that she did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of
, 2017.

Notary Public

_____, OWNER OF PPN# _____

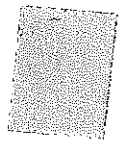
By: _____
Owner

Date: _____

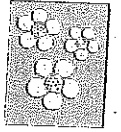
State of Ohio)
) ss:
County of Medina)

Before me, a notary public, in and for said county and state, personally appeared _____,
who acknowledged to me that she did execute the foregoing instrument on behalf of Owner and Holder.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of
, 2017.



Notary Public



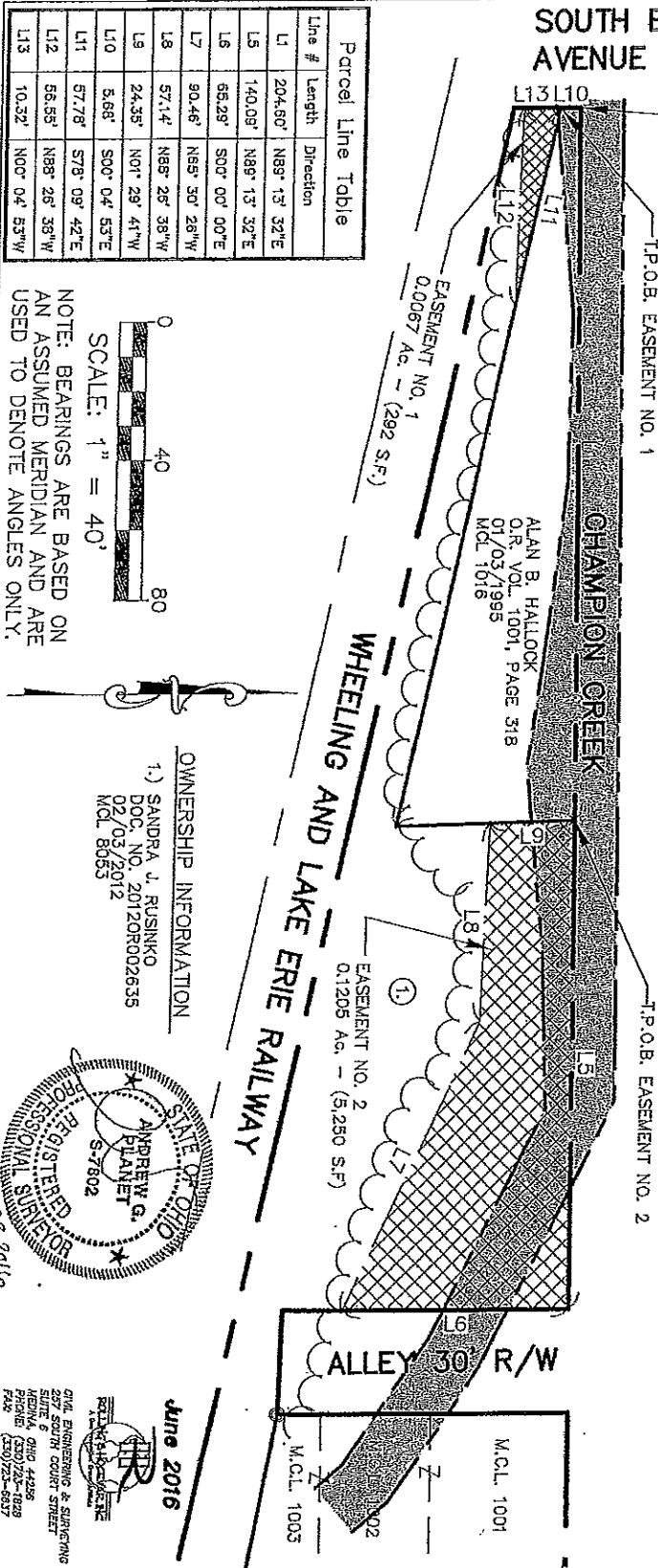
Hubert +
Notary

SOUTH ELMWOOD
AVENUE 60' R/W

P.P.O.B. EASEMENT NO. 1
P.P.O.B. EASEMENT NO. 2

WEST SMITH ROAD 60' R/W

SKETCH OF EASEMENT
SITUATED IN CITY OF MEDINA, COUNTY OF
MEDINA, STATE OF OHIO AND KNOWN AS BEING
PART OF MEDINA CITY LOT NO. 8053





Engineering and Surveying
257 S. Court St. • Suite 6
Medina, Ohio 44256
Phone: 330-723-1828 • 800-723-1870
Fax: 330-723-6637
E-mail: rh@geoinno.com

Legal Description for a Variable Width Easement No.1
Project No. 31,652
August 22, 2016

Situated in the City of Medina, County of Medina and State of Ohio, and known as being part of Medina City Lot No. 8053 and being part of lands conveyed to Sandra J. Rusinko by deed dated February 03, 2012 as recorded in Document No. 2012OR002635 of Medina County Recorder's Records further bounded and described as follows:

Commencing at the Northwest corner of lands conveyed to Alan B. Hallock, by deed dated January 03, 1995 as recorded in O.R. Volume 1001, Page 318 of Medina County Recorder's Records the same point being in the Easterly Right-of-Way line of South Elmwood Avenue, having a 60 foot Right-of-Way at its intersection with the Southerly Right-of-Way line of West Smith Road, having a 60 foot Right-of-Way;

Thence, bearing South 00°04'53" East following the Easterly line of said South Elmwood Avenue, a distance of 5.68 feet to a point therein, the same point being the Northwestern corner of said lands conveyed to Sandra J. Rusinko and the **TRUE PLACE OF BEGINNING** of the variable width easement herein described;

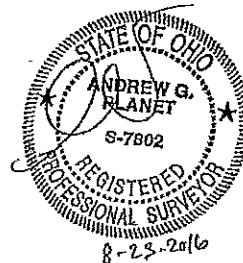
Thence, bearing South 78°09'42" East following the Northerly line of said lands conveyed to Sandra J. Rusinko and the Southerly line of said lands conveyed to Alan B. Hallock, a distance of 57.78 feet to a point therein;

Thence, bearing North 88°26'38" West, a distance of 56.55 feet to an angle point, said point being in the Easterly line of said South Elmwood Avenue;

Thence following the Easterly line of said South Elmwood Avenue, bearing North 00°04'53" West, a distance of 10.32 feet to the **TRUE PLACE OF BEGINNING**, containing 0.0067 Acres (292 S.F.) 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 under the supervision of Andrew G. Planet P.S. No. S-7802 by Rolling & Hocevar, Inc. in June, 2016





Engineering and Surveying
257 S. Court St. • Suite 6
Medina, Ohio 44256
Phone: 330-723-1828 • 800-723-1870
Fax: 330-723-6637
E-mail: rh@geoinno.com

Legal Description for a Variable Width Easement No.2
Project No. 31,652
August 22, 2016

Situated in the City of Medina, County of Medina and State of Ohio, and known as being part of Medina City Lot No. 8053 and being part of lands conveyed to Sandra J. Rusinko by deed dated February 03, 2012 as recorded in Document No. 2012OR002635 of Medina County Recorder's Records further bounded and described as follows:

Commencing at the Northwest corner of lands conveyed to Alan B. Hallock, by deed dated January 03, 1995 as recorded in O.R. Volume 1001, Page 318 of Medina County Recorder's Records the same point being in the Easterly Right-of-Way line of South Elmwood Avenue, having a 60 foot Right-of-Way at its intersection with the Southerly Right-of-Way line of West Smith Road having a 60 foot Right-of-Way;

Thence along the Southerly line of said West Smith Road, bearing North 89°13'32" East a distance of 204.60 feet to a point therein, the same point being the Northeast corner of said lands conveyed to Alan B. Hallock, also being a Northerly corner of said lands conveyed to Sandra J. Rusinko and the **TRUE PLACE OF BEGINNING** of the variable width easement herein described;

Thence continuing along the Southerly line of said West Smith Road and the northern line of said lands conveyed to Sandra J. Rusinko, bearing North 89°13'32" East, a distance of 140.09 feet to a point therein, said point also being in the westerly line of an Alley having a 30 foot Right-of-Way;

Thence following an Easterly line of said lands conveyed to Sandra J. Rusinko and the Westerly line of said 30 foot Alley, bearing South 0°00'00" East, a distance of 65.29 feet to a point therein;

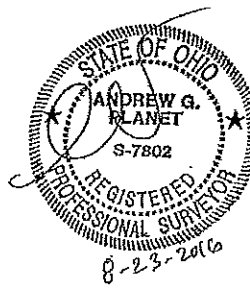
Thence leaving the Westerly line of said 30 foot Alley, bearing North 65°30'26" West, a distance of 90.46 feet to an angle point;

Thence, bearing North 88°26'38" West, a distance of 57.14 feet to a point, the same being in the Easterly line of said lands conveyed to Alan B. Hallock;

Thence following the Easterly line of said lands conveyed to Alan B. Hallock, bearing North 01°29'41" West, a distance of 24.35 feet to the **TRUE PLACE OF BEGINNING**, containing 0.1205 Acres (5,250 S.F.) 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 under the supervision of Andrew G. Planet P.S. No. S-7802 by Rolling & Hocevar, Inc. in June, 2016



SOUTH BROADWAY STREET(S.R. 57, S.H. 321) VARIABLE WIDTH

Line #	Length	Direction
L6	45.31'	S03° 11' 41"W
L7	15.54'	S76° 47' 45"W
L8	91.11'	N58° 01' 08"W
L9	84.08'	N70° 19' 49"W
L10	158.38'	N77° 12' 37"W
L11	11.75'	N00° 11' 22"E
L12	336.88'	S77° 12' 37"E

EASEMENT
0.1573 Ac. — (6,852 S.F.)

PART OF MCL 1064
CITY OF MEDINA
DOC.# 20120R0008457
03/20/2012

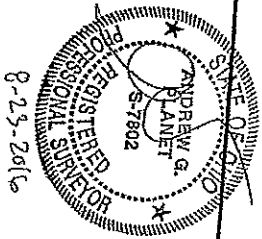
P.P.O.B. EASEMENT
T.P.O.B. EASEMENT

PART OF MCL 1061, 1062, & 1064
WHEELING & LAKE ERIE RAILWAY
O.R. VOL. 552, PG. 181
05/22/1990

SKETCH OF EASEMENT
SITUATED IN THE CITY OF MEDINA, COUNTY OF
MEDINA AND STATE OF OHIO, ALSO KNOWN AS
BEING PART OF MEDINA CITY LOT NO. 1064.

SCALE: 1" = 40'

NOTE: BEARINGS ARE BASED ON
AN ASSUMED MERIDIAN AND ARE
USED TO DENOTE ANGLES ONLY.



OWNERSHIP INFORMATION
1.) PART OF MCL 1061 & MCL 1065
MEDINA COMMUNITY CHURCH
O.R. VOL. 219, PG. 704
09/19/1984

DATE ENGINEERING & SURVEYING
SHEET 8
MEDINA, OHIO 44856
PHONE (330) 223-1829
FAX (330) 223-8537
PROJECT NO. 11-552

June 2016



Engineering and Surveying
257 S. Court St. • Suite 6
Medina, Ohio 44256
Phone: 330-723-1828 • 800-723-1870
Fax: 330-723-6637
E-mail: rh@geoinno.com

Legal Description for a Variable Width Easement
Project No. 31,652
August 22, 2016

Situated in the City of Medina, County of Medina and State of Ohio, and known as being part of Medina City Lot No. 1064 also being part of lands conveyed to City of Medina by deed dated March 20, 2012 as recorded in Document No. 2012OR0006457 of Medina County Recorder's Records further bounded and described as follows:

Commencing at the Northeasterly corner of said lands conveyed to City of Medina, also being a point in the Southern Right-of-Way line of lands conveyed to the Wheeling and Lake Erie Railway by deed dated May 22, 1990 as recorded in Official Record Volume 552, Page 181 of Medina County Recorder's Records and the TRUE PLACE OF BEGINNING of the Variable Width Easement herein described;

Thence along the Easterly line of said lands conveyed to City of Medina, bearing South 03°11'41" West, a distance of 45.31 feet to a point therein;

Thence, bearing South 76°47'45" West, a distance of 15.54 feet to an angle point;

Thence, bearing North 58°01'08" West, a distance of 91.11 feet to an angle point;

Thence, bearing North 70°19'49" West, a distance of 84.06 feet to an angle point;

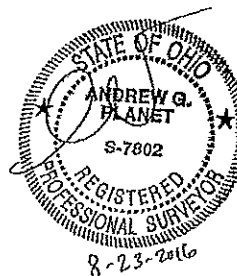
Thence, bearing North 77°12'37" West, a distance of 158.39 feet to a point, said point being in the Easterly Right-of-Way line of South Broadway Street (S.R. 57, S.H. 321) having a variable width Right-of-Way;

Thence, along the Easterly Right-of-Way line of said South Broadway Street, bearing N 00°11'22" East, a distance of 11.75 feet to an angle point therein, the same being in the Southern Right-of-Way line of said Wheeling and Lake Erie Railway;

Thence following the Southerly line of said Wheeling and Lake Erie Railway, and the Northerly line of said lands conveyed to City of Medina, bearing South 77°12'37" East, a distance of 336.88 feet to the TRUE PLACE OF BEGINNING, containing 0.1573 Acres (6,852 S.F.) 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.

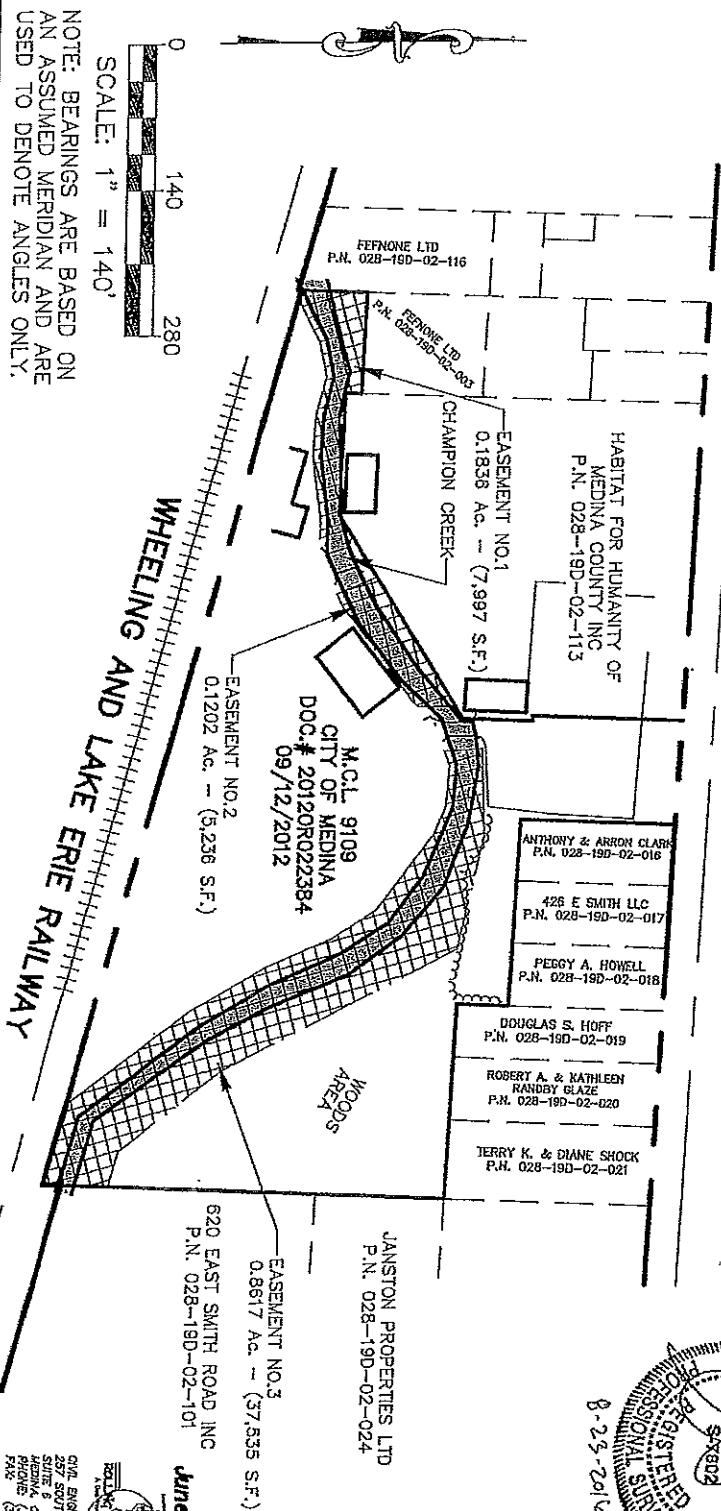
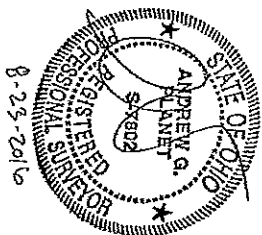
This legal description was prepared based on a survey under the supervision of Andrew G. Planet
P.S. No. S-7802 by Rolling & Hocevar, Inc. in June, 2016



SKETCH OF EASEMENT

SITUATED IN CITY OF MEDINA, COUNTY OF MEDINA,
STATE OF OHIO AND KNOWN AS BEING PART OF
MEDINA LOT NO. 9109

WEST SMITH ROAD 60' R/W



June 2016

GIN, ENGINEERING & SURVEYING
301 S. MAIN STREET
SUITE 200N COURT STREET
MEDINA, OHIO 44026
PHONE: (330)723-1839
FAX: (330)723-6537
PROJECT NO. 31,682

SKETCH OF EASEMENT

SITUATED IN CITY OF MEDINA, COUNTY OF MEDINA,
STATE OF OHIO AND KNOWN AS BEING PART OF
MEDINA LOT NO. 9109

DOUGLAS S. HOFF
P.N. 028-190-02-019

ROBERT A. & KATHLEEN
RANDBY GLAZE
P.N. 028-190-02-020

TERRY K. & DIANE SHOCK
P.N. 028-190-02-021

M.C.L. 9109
CITY OF MEDINA
DOC. # 201208022384
09/12/2012

WOODS AREA

JUSTIN PROPERTIES LTD
P.N. 028-190-02-024

620 EAST SMITH ROAD INC
P.N. 028-190-02-101

MATCHLINE "A"

OWNERSHIP INFORMATION

- 1) ANTHONY & JERON CLARK
P.N. 028-190-02-018
- 2) 426 E SMITH LLC
P.N. 028-190-02-017
- 3) PRECIOUS A. HOBEL
P.N. 028-190-02-016

EASEMENT NO. 3
0.8617 AC. - (37,535 S.F.)

NOTE: BEARINGS ARE BASED ON
AN ASSUMED MERIDIAN AND ARE
USED TO DENOTE ANGLES ONLY.

WHEELING AND LAKE ERIE RAILWAY

P.P.O.B. EASEMENT NO. 3
T.P.O.B. EASEMENT NO. 3

SCALE: 1" = 80'

Line #	Length	Direction
L1	65.84'	N02°17'00"E
L2	98.01'	S87°18'00"E
L3	15.03'	S02°17'00"W
L4	116.63'	S57°43'00"E
L5	15.70'	N57°44'30"E
L6	28.30'	S16°40'50"E
L7	19.59'	N59°41'20"W
L8	60.88'	S02°44'20"W
L9	39.94'	N59°51'40"W
L10	38.34'	N70°12'40"W
L11	34.58'	S79°31'00"W
L12	45.78'	S03°28'40"W
L13	9.32'	N74°40'00"W
L14	70.89'	N87°44'30"E
L15	147.33'	N57°44'30"E
L16	36.25'	S00°04'10"W
L17	8.16'	S42°54'20"W
L18	115.00'	S82°57'20"W
L19	12.82'	S84°07'50"W
L20	41.59'	N27°59'50"W

Line #	Length	Direction
L21	78.85'	N74°40'00"W
L22	51.87'	N35°40'40"W
L23	97.88'	N35°10'00"W
L24	77.14'	N59°48'40"W
L25	72.83'	N33°24'20"W
L26	48.98'	N52°45'50"W
L27	92.27'	N57°25'20"W
L28	28.53'	N57°25'20"W
L29	38.57'	N57°25'20"W
L30	15.58'	S70°13'20"W
L31	37.20'	N02°39'50"W
L32	84.63'	N87°48'40"E
L33	111.36'	S77°31'40"E
L34	254.27'	S28°44'10"E
L35	123.27'	S57°59'30"E
L36	33.81'	S74°40'00"E
L37	63.57'	S02°30'00"W

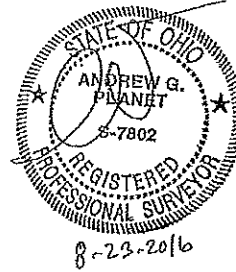
June 2016



CIVIL ENGINEERING & SURVEYING
3171 S. 7TH COURT STREET
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PROJECT NO. 31.892

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Andrew G. Planet
P.S. No. S-7802 by Rolling & Hoyer, Inc. in June, 2016.





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Legal Description for a Variable Width Easement No. 3
Project No. 31,652
August 23, 2016

Situated in the City of Medina, County of Medina and State of Ohio, also known as being part of Medina City Lot No. 9109 and being part of lands conveyed to the City of Medina by deed dated September 12, 2012 as recorded in Document No. 2012OR022384 of Medina County Recorder's Records further bounded and described as follows:

Commencing at the Southeasterly corner of said lands conveyed to the City of Medina, also being a point in the Northerly Right-of-Way line of the Wheeling and Lake Erie Railway, and the **TRUE PLACE OF BEGINNING** of the Variable Width Easement herein described;

Thence along the Northerly line of said Wheeling and Lake Erie Railway, and the Southerly line of said lands conveyed to the City of Medina, bearing North 74°40'00" West, a distance of 79.25 feet to a point therein;

Thence leaving the Northerly line of said Wheeling and Lake Erie Railway, and the Southerly line of said lands conveyed to the City of Medina, bearing North 35°40'40" West a distance of 51.87 feet to an angle point;

Thence, bearing North 36°10'00" West, a distance of 97.58 feet to an angle point;

Thence, bearing North 29°49'40" West, a distance of 77.14 feet to an angle point;

Thence, bearing North 23°24'20" West, a distance of 72.83 feet to an angle point;

Thence, bearing North 32°48'50" West, a distance of 48.98 feet to an angle point;

Thence, bearing North 53°33'20" West, a distance of 92.27 feet to an angle point;

Thence, bearing North 67°25'10" West, a distance of 28.53 feet to an angle point;

Thence, bearing North 85°32'00" West, a distance of 38.37 feet to an angle point;

Thence, bearing South 70°15'20" West, a distance of 15.58 feet to an angle point;

Thence, bearing North 02°39'50" West, a distance of 37.20 feet to an angle point;

Thence, bearing North 87°46'40" East, a distance of 84.63 feet to an angle point;

Thence, bearing South 77°31'40" East, a distance of 111.38 feet to an angle point;

Thence, bearing South 26°44'10" East, a distance of 254.27 feet to an angle point;

Thence, bearing South 37°59'30" East, a distance of 123.27 feet to an angle point;

Thence, bearing South 74°40'00" East, a distance of 33.81 feet to a point, the same being in the Easterly line of said lands conveyed to the City of Medina;