

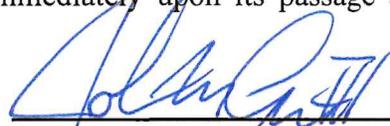
**ORDINANCE NO. 193-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A WARRANTY DEED AND DONATION AGREEMENT FROM MARK TAYLOR AND ALEXANDRA TAYLOR FOR THE DONATION OF 1.55 ACRES OF LAND TO BE PRESERVED AS PARK PROPERTY AND OPEN SPACE FOR THE MEDINA CITY PARKS DEPARTMENT AND DECLARING AN EMERGENCY.**

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

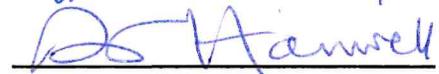
- SEC. 1:** That the Mayor is hereby authorized and directed to accept a Warranty Deed from Mark Taylor and Alexandra Taylor for the donation of 1.55 acres of land, being known as the whole of Permanent Parcel No. 028-19B-08-010 with an address of 4510 Weymouth Road, Medina, Ohio 44256, to be preserved as park property and open space for the Medina City Parks Department.
- SEC. 2:** That a copy of the Warranty Deed is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Mayor is further authorized and directed to execute a Donation Agreement from Mark Taylor and Alexandra Taylor outlining the conditions of the donation.
- SEC. 4:** That a copy of the Donation Agreement is marked Exhibit B, attached hereto and incorporated herein.
- SEC. 5:** 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. 6:** 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 effectuate this donation before the end of the year; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** November 10, 2025

**SIGNED:**   
President of Council

**ATTEST:**   
Clerk of Council

**APPROVED:** November 12, 2025

**SIGNED:**   
Mayor

**WARRANTY DEED**  
**KNOW ALL BY THESE PRESENTS**

ORD. 193-25  
Ex. A

**THAT**, we, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, husband and wife, the Grantors, for the consideration of Ten and more Dollars (\$10.00+) received to our full satisfaction of the **CITY OF MEDINA**, the Grantee, do **Give, Grant, Bargain, Sell and Convey** unto the said Grantee, its successors and assigns, the following described premises:

**See "Exhibit A" attached hereto for legal description.**

Permanent Parcel No.: 028-19B-08-010

Tax Mailing Address: 132 North Elmwood Avenue, Medina, Ohio 44256

**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever,

And that, we, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, we are well seized of the above-described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are **free from all incumbrances whatsoever** except subject to all legal highways, zoning ordinances, utility easements and rights of way; and taxes and assessments, both general and special, which are to be prorated to the date of transfer, and thereafter all taxes and assessments are assumed by the Grantee, and that we will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as hereinabove excepted.

And for valuable consideration we, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, husband and wife, do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all our right and expectancy of dower in the above-described premises.

EXHIBIT A

IN WITNESS WHEREOF, we have hereunto set our hands, the 19 day of November, 2025, at Medina, Ohio.

  
\_\_\_\_\_  
MARK TAYLOR

  
\_\_\_\_\_  
ALEXANDRA TAYLOR

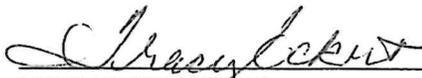
STATE OF OHIO            )  
COUNTY OF MEDINA    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **MARK TAYLOR** and **ALEXANDRA TAYLOR**, husband and wife, who executed the foregoing instrument in my presence and acknowledged the same to be their voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19 day of November, 2025, at Medina, Ohio.



TRACY ECKERT  
Notary Public  
State of Ohio  
My Comm. Expires  
August 25, 2029

  
\_\_\_\_\_  
NOTARY PUBLIC

This Instrument Prepared By:  
Gregory A. Huber  
Law Director  
City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256  
(330) 722-9070

**EXHIBIT "A"**

***LEGAL DESCRIPTION:***

Situated in the City of Medina, Count of Medina, State of Ohio, and known as being part of Medina City Lot 493, also being the residual part of property conveyed to Richard D. Stewart by Warranty Deed and Quit-claim Deed with Dower Clause recorded August 7, 1970 and August 25, 1980 in Deed Volume 394, Page 286 and Official Record Volume 59, Page 674, respectively, in the Medina County Recorder's Office further bound and described as follows:

Beginning at a record iron pin at the northwest corner of Medina City Lot 492 recorded in Plat Book 14, Page 37 in the Medina County Recorder's Office, and being the "TRUE PLACE OF BEGINNING" of the parcel herein described,

Thence southerly, 278.32 feet along the west line of Medina City Lot 492 to the northeast corner of a 0.017 acre parcel of land conveyed to the State of Ohio by deed recorded July 23, 1992 in Official Record Volume 703, Page 926 in the Medina County Recorder's Office, said point also being in the new north right-of-way line of State Route 3 as established by a centerline and right-of-way survey for the Ohio Department of Transportation, Project No MED-3-12 9, performed by Gary L. Toussant, Registered Surveyor No. 6332 of Hammontree and Associates, Limited in June 1989,

Thence southwesterly, 10.70 feet along the north right of way line of S.R. 3 to the northwest corner of said State of Ohio parcel, said point being in the east line of Medina City Lot 5259 as established in a survey performed March 31, 1987 by Carl L. Craddock, Registered Surveyor No. 5762 recorded May 13, 1987 in Plat Volume 21, Page 237 in the Medina County Recorder's Office;

Thence northerly, along the east line of Medina City Lot 5259 to a record iron pin at the northeast corner thereof,

Thence westerly, 104.35 feet along the north line of Medina City Lot 5259 and the north line of a 190.3498 acre parcel of land in Medina City Lot 493 conveyed December 28, 1967 to the City of Medina, Ohio recorded in Deed Volume 358, Page 495 of the Medina County Recorder's Office to a record iron pin,

Thence northerly, 173.79 feet along an east line of said City of Medina, Ohio parcel to a record iron pin in the south line of Medina City Lot 489 as recorded in Plat Book 14, Page 37 in the Medina County Recorder's Office,

Thence easterly, 633.70 feet along the south line of City Lot 489 to a point in the West Branch of the Rocky River,

Thence southerly, 91.36 feet along a west line of Medina City Lot 489 to the northeast corner of Medina City Lot 492 lying in the West Branch of the Rocky River;

Thence westerly, 503.00 feet along the north line of Medina City Lot 492, passing through a record pipe on line 50.00 feet from said City Lot corner to the "TRUE PLACE OF BEGINNING" and containing therein about 1.5577 acres of land, more or less.

This description was written from information of record by Terry L. Vorhies, Registered Surveyor No 7355 of the Medina County Engineer's Office January 12, 2000.

Permanent Parcel No 28-19B-08-010

**DONATION AGREEMENT**

*ORD. 193-25 Exh. B*

WHEREAS, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, wish to donate 1.55 acres of land that they own to the **CITY OF MEDINA**; the subject land is known as Permanent Parcel No. 028-19B-08-010 and has an address of 4510 Weymouth Road, Medina, Ohio 44256. The legal description of the parcel of land is attached hereto and incorporated herein as "Exhibit A."

WHEREAS, the City of Medina wishes to accept the Taylors' donation of land so that the subject property may be used as park property along with adjacent park property that is currently owned by the City of Medina.

WHEREAS, the City of Medina is willing to accept the gift of the Taylor property for the stated purposes and agrees to maintain the property for said purposes into perpetuity and will honor and abide by all of the terms and conditions of this gift as herein set forth.

NOW, THEREFORE, in order to accomplish the preservation of the property, the parties agree as follows:

1. Mark Taylor and Alexandra Taylor wish to give as a donation 1.55 acres of land known as Permanent Parcel No. 028-19B-08-010 to the City of Medina. Escrow for this transfer of property shall be handled by Transfer Title Agency Inc. located in Medina, Ohio. The City of Medina agrees to pay to Transfer Title Agency Inc. the amount of monies necessary to cover the cost of title insurance covering the subject real property. Closing on this transfer shall occur within thirty (30) days of the finalization of this contract pursuant to appropriate legislation enacted by the Medina City Council.

2. Said real property includes the land, all appurtenant easements, privileges, and rights, if any, and all improvements thereon, which are now attached to the property. It is the intent of the parties that the land and everything on it, above it, or under it owned by Mark Taylor and Alexandra Taylor as of the date of this Agreement be transferred to the City of Medina.

3. Mark Taylor and Alexandra Taylor shall provide a warranty deed in recordable form conveying to the City of Medina a good and marketable title to said property, free and clear of all liens and encumbrances whatsoever except: utility easements and rights of way; zoning ordinances; and taxes and assessments, both general and special, prorated to the date of transfer. The City of Medina agrees to pay for the cost of title insurance on the subject property in the amount of One Hundred Sixty-five Thousand Dollars (\$165,000), which represents the value of the real property as evidence of good and marketable title. The City of Medina agrees to pay for the cost of title insurance, but the insurance itself shall be furnished by Mark Taylor and Alexandra Taylor.

4. Within ten (10) days following acceptance of this Agreement, an escrow shall be opened with Transfer Title Agency Inc. as Escrow Agent, to consummate this transaction, subject to the Escrow Agent's standard conditions of acceptance, as specified herein or as

*EXHIBIT B*

required by separate instructions signed by the parties. It is specifically understood that the City of Medina Mayor shall sign on behalf of the City of Medina with respect to all documents required herein.

5. Within five (5) days following the opening of an escrow with Transfer Title Agency Inc., the Escrow Agent, at the City of Medina's expense, will order a Preliminary Title Report from the Title Company (hereinafter the "Title Company") which will issue the title insurance provided for in paragraph 3 above, and will cause copies thereof to be delivered to the City of Medina and to Mark Taylor and Alexandra Taylor. Within ten (10) days next after receipt of said preliminary title report, the City of Medina will give Mark Taylor and Alexandra Taylor, the Escrow Agent, and the Title Company written notice of any title defect or defects disclosed in said report (and not permitted to be shown as an exception in said deed) objectionable to the City of Medina. Failure of the City of Medina to give such notice within said time period shall constitute a waiver by the City of Medina of the defect or defects disclosed in said report. Mark Taylor and Alexandra Taylor shall have thirty (30) days next or time mutually agreed upon, in writing, by the parties hereto, following the date of the City of Medina's notice to cure or remove said defect or defects, but shall not be obligated so to do. Promptly after the expiration of said thirty (30) day period, the Title Company, in writing, will report to the City of Medina, Mark Taylor and Alexandra, and the Escrow Agent whether or not it can issue the title insurance without showing as an exception or exceptions, the defect or defects to which the City of Medina has objected. If the Title Company reports that it can so issue the title insurance, then this transaction shall be consummated as soon as reasonably feasible thereafter in the manner specified herein, or as required by the escrow instructions signed by the Mayor on behalf of the City of Medina and Mark Taylor and Alexandra Taylor.

If the Title Company reports that it will not issue the title insurance, then the City of Medina, by written notice to Mark Taylor and Alexandra Taylor, the Escrow Agent, and the Title Company, given not later than ten (10) business days next following the date of the Title Company's notice, must elect either (a) to waive the title defect or defects objected to, in which event the obligations of donee and donor hereunder shall not be affected, but the deed and the title insurance shall show the exceptions contained in the preliminary report; or (b) to terminate this Agreement in which event the Escrow Agent, not later than five (5) business days next following date of donee's election to terminate shall return to the City of Medina and Mark Taylor and Alexandra Taylor any funds and documents, if any, then deposited in escrow. Thereafter, the City of Medina and Mark Taylor and Alexandra Taylor shall be fully discharged and released, each to the other, from all liability and obligation hereunder, and the City of Medina in such case shall pay all escrow and title charges incurred at that time.

6. All taxes and assessments, both general and special, shall be prorated in escrow as of the date of closing, which shall occur when all conditions of the escrow can be met, subject to the contingencies set forth in paragraph 5 herein. In prorating taxes and assessments, the Escrow Agent shall use the amount shown on the last available tax duplicate. In the event the property is subject to CAUV valuation for real estate purposes, Mark Taylor and Alexandra Taylor shall be solely responsible for any recoupage charged as a result of this transfer.

7. The Escrow Agent shall charge Mark Taylor and Alexandra Taylor: (a) any amounts due the City of Medina by reason of prorations; and (b) an amount sufficient to obtain satisfaction of any mortgages and/or liens of record.

The Escrow Agent shall charge to the City of Medina: (a) the fees for filing of the deed; (b) the escrow fee; (c) the cost of title insurance, if any, purchased by the City of Medina; (d) the Ohio real estate transfer tax; (e) the cost of title examination, title reports, and the title insurance required hereunder; and (f) the cost of recording all instruments to clear title.

8. Mark Taylor and Alexandra Taylor agree that, by law, this contract shall not be binding upon the City of Medina until all necessary legislation is passed by Medina City Council, approved by the Mayor and effective thirty (30) days after passage without the filing of any petition for referendum.

9. Restrictions. The parties agree that the City of Medina shall own the subject property and utilize the property subject to the following restrictions:

- (a) The City of Medina shall install a memorial bench at a prominent location adjacent to the mountain bike trail, which is located adjacent to the subject real property. The bench will be engraved, "In Loving Memory Jean & Harrison W. Taylor."
- (b) If the City of Medina installs a park sign on the subject real property, it will include the names of Mark Taylor's parents, Harrison W. Taylor and Jean Taylor.

10. The value of any charitable tax deduction taken by Mark Taylor and Alexandra Taylor shall be in the sum of One Hundred Sixty-five Thousand Dollars (\$165,000), which represents the appraised value of the subject real property.

11. This Agreement is subject to acceptance by Mark Taylor and Alexandra Taylor for a period of thirty (30) days after execution by the Mayor of the City of Medina.

12. If there are any inconsistencies between this Donation Agreement as modified or supplemented by written instructions of a party hereto, if any, and the terms of the standard conditions of acceptance of the Escrow Agent, the terms of this Agreement in any written modification or supplement thereto shall prevail.

**CITY OF MEDINA**

Heather Patton, Clerk of Council

By: Dennis Hanwell  
DENNIS HANWELL, Mayor

Dated: November 12, 2018

The above offer, terms, and conditions are hereby accepted this 19<sup>th</sup> day of November, 2025.

Kathy Patton  
\_\_\_\_\_

Mark Taylor  
\_\_\_\_\_

MARK TAYLOR

Kathy Patton  
\_\_\_\_\_

Alexandra Taylor  
\_\_\_\_\_

ALEXANDRA TAYLOR