

**ORDINANCE NO. 2020-23**

Introduced by: Monty Tapp

**AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT FOR EXCHANGE OF LAND WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES TO PERMIT THE EXCHANGE OF APPROXIMATELY 0.8447 ACRES OF CITY-OWNED LAND FOR APPROXIMATELY 0.7210 ACRES OF LAND OWNED BY THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND GRANT A CONSERVATION EASEMENT TO THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES ON APPROXIMATELY 0.71 ACRES OF CITY-OWNED LAND; AND DECLARING AN EMERGENCY**

**WHEREAS**, the State of Ohio, Department of Natural Resources ("State") has agreed to exchange, give and grant over unto the City the State's equity and interest in certain premises located at the Huron Fishing Access area consisting of approximately 0.7210 of an acre of land; and

**WHEREAS**, the City of Huron ("City") has agreed to exchange, give and grant over unto the State the City's equity and interest in certain premises, located at the Huron Fishing Access area, consisting of approximately 0.8447 of an acre of land; and

**WHEREAS**, the City does hereby agree to also give and grant to the State, as a condition of the aforementioned exchange, a conservation and public access easement on the City's property along the shoreline of the Huron River, over an area consisting of approximately 0.71 of an acre of land; and

**WHEREAS**, as part of this exchange but as a separate undertaking, the City of Huron will later permit the dedication of a public right of way easement over an area of City of Huron-owned land consisting of approximately 0.48 acres; and

**WHEREAS**, as part of this exchange but as a separate undertaking, the City of Huron will later permit the dedication of a public right of way easement over an area of State-owned land consisting of approximately 1.12 acres; and

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

**SECTION 1.** That this Council hereby approves the Agreement for Exchange of Land substantially pursuant to the terms and conditions contained in same, a copy of which is on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit "1."

**SECTION 2.** That this Council hereby approves the Conservation Easement (styled, "Easement") substantially pursuant to the terms and conditions contained in same, a copy of which is on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit "2."

**SECTION 3.** That, if any section, phrase, sentence or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 4.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including ORC Sec. 121.22.

**SECTION 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and general welfare of the citizens of Huron and for the further reason that it is necessary to enhance the economic development of the City by allowing work on the project described herein to commence without delay; **wherefore**, this Ordinance shall be in full force and effect from and immediately after its adoption.

  
\_\_\_\_\_  
Sam Artino, Mayor

ATTEST:   
Clerk of Council

ADOPTED: 08 SEP 2020



## **AGREEMENT FOR EXCHANGE OF LAND**

This **AGREEMENT** for the Exchange of Land ("Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, acting by and through the Director of the Department of Natural Resources pursuant to Section 1501.01 of the Ohio Revised Code, hereinafter known as "the State," and the City of Huron, hereinafter known as "the City."

### **WITNESSETH,**

**WHEREAS**, the State does hereby agree to exchange, give and grant over unto the City the State's equity and interest in certain premises located at the Huron Fishing Access area consisting of 0.7210 of an acre of land, more or less, as described in the attached Exhibit "A"; and

**WHEREAS**, the City does hereby agree to exchange, give and grant over unto the State the City's equity and interest in certain premises, located at the Huron Fishing Access area consisting of 0.8447 of an acre of land, more or less, as described in the attached Exhibit "B"; and

**WHEREAS**, the City does hereby agree to also give and grant to the State, as a condition of this exchange, a conservation and public access easement on the City's property along the shoreline of the Huron River, over an area consisting of 0.71 of an acre of land, more or less in the form and as described in the attached Exhibit "C"; and

**WHEREAS**, as part of this exchange, the City of Huron will permit dedication of a public right of way easement over an area of City of Huron-owned land consisting of 0.48 acres, more or less, as more particularly described in the attached Exhibit "D"; and

**WHEREAS**, as part of this exchange, the City of Huron will permit dedication a public right of way easement over an area of State-owned land consisting of 1.12 acres, more or less, as more particularly described in the attached Exhibit "E"; and

**WHEREAS**, it is the intention of the parties that said exchange of land and interests therein, at the conclusion of all exchanges and dedications contemplated herein, will reflect the pattern of exchanges approximately described in the attached Exhibit "F"; and

**WHEREAS**, both parties by acknowledgment are mutually desirous of the above exchange and conveyance unto each other of said lands and premises, as described in attached Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E"; and

**WHEREAS**, the Director of the Ohio Department of Natural Resources, State of Ohio, has deemed the above exchange beneficial to the citizens of the State of Ohio; and

**WHEREAS**, this exchange is in the public interest and advantageous to the management of the Huron Fishing Access area named above;

**NOW THEREFORE, IN CONSIDERATION OF** the above exchange and mutual conveyance of said lands as described above in attached Exhibit "A" and Exhibit "B", the parties hereto agree unto each other to give good and sufficient deeds and clear title, including mineral rights, to said premises. The parties acknowledge that the lands to be conveyed are of like kind and equal value. The City shall, at closing, tender to the State a general warranty deed for the premises described in attached Exhibit "B" and record in the Erie County records a declaration of easement in a form attached as Exhibit "C". The State shall tender to the City a Governor's Deed for the premises described in attached Exhibit "A". Following closing, the City and State, respectively, shall promptly take all necessary and appropriate actions to dedicate public rights of way over those areas described in Exhibits "D" and "E" and cooperate with one another in those processes.

The parties also hereby agree as follows:

1. The City hereby agrees to pay all taxes and assessments on the property described in the attached Exhibits B and C, if any, to the date of closing. Also, each party agrees to pay its own conveyance, transfer and recording expenses.
2. The City affirms that, as applicable to it, no party listed in Division (I) or (J) of R. C. Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
3. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.
4. This Agreement comprises the entire agreement between the parties, and supersedes and replaces all oral and written representations, agreements, memoranda and correspondence between, by or for the parties relating to its subject matter, and shall be construed in accordance with and governed by the laws of Ohio. No amendment or modification of this Agreement shall be binding unless made by written instrument of equal formality signed by both parties. Waiver by either party of performance by the other party of any of the provisions of the Agreement shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.
5. In the event that any one or more of the provisions, sections, words, clauses, phrases or sentences contained in this Agreement, or the application thereof in any circumstance is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, section, word, clause, phrase or sentence in every other respect and of the remaining provisions, sections, words, clauses, phrases or sentences of this Agreement, shall not be in any way impaired, it being the intention of the parties that this Agreement shall be enforceable to the fullest extent permitted by law.
6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. This Agreement may be executed in any number of counterparts, each of which is considered an original. This Agreement may be executed by each party upon a separate copy and attached to another copy in order to form one or more counterparts.

8. This Agreement shall not be assignable by either party without prior written consent of the other party.

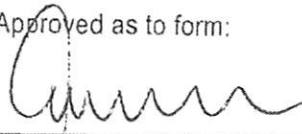
[SIGNATURE PAGES FOLLOW]

IN TESTIMONY WHEREOF, both said parties have hereunto set their names on this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR THE CITY OF HURON:

  
\_\_\_\_\_  
Matthew Lasko, City Manager  
City of Huron

Approved as to form:

  
\_\_\_\_\_  
Todd A. Schrader, Law Director

STATE OF OHIO

COUNTY OF Erie

Before me a notary public in and for the County and State personally appeared the above  
named Matthew Lasko who acknowledge that he did sign the foregoing instrument,  
and that the same is his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at Huron,  
Ohio, this 5<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
Notary  
My Commission Expires: \_\_\_\_\_



TERRI S. WELKENER  
Notary Public, State of Ohio  
My commission expires July 30, 2024

FOR THE STATE OF OHIO:

Date

Kendra S. Wecker

Kendra S. Wecker, Chief  
Division of Wildlife

Date

10/15/2021

Melinda K. Banky

Mary Mertz, Director  
Department of Natural Resources

STATE OF OHIO

COUNTY OF Franklin

Before me a notary public in and for the County and State personally appeared the above named Melinda Banky, Asst. Director for Mary Mertz, who acknowledge that she did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at Columbus Ohio, this 15<sup>TH</sup> day of October, 2021.



BRITTANIE REED  
Notary Public, State of Ohio  
My Commission Expires  
March 02, 2026

Notary Brittanie Reed  
My Commission Expires: March 2, 2026

APPROVED:

10/8/2021

Date

Pearl M. Chin

Dave Yost  
Attorney General of Ohio

APPROVED:

OCT-28, 2021

Date

Mike DeWine

Mike DeWine, Governor  
State of Ohio

This instrument prepared by the Office of Ohio Attorney General Dave Yost.

10/8/21



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

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LEGAL DESCRIPTION OF  
PARCEL A  
0.7210 ACRES

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH  $15^{\circ} 39' 53''$  EAST, 88.84 FEET TO A  $\frac{3}{4}$  INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND DESCRIBED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000;

THENCE NORTH  $14^{\circ} 36' 12''$  EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH A  $\frac{5}{8}$  INCH IRON PIN FOUND AT 44.71 FEET, A TOTAL DISTANCE OF 306.85 FEET TO A  $\frac{1}{2}$  INCH IRON PIN FOUND (I.D. CAP "HARTUNG") AT AN ANGLE POINT THEREIN;

THENCE NORTH  $55^{\circ} 17' 48''$  WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A  $\frac{5}{8}$  INCH IRON PIN FOUND (I.D. CAP "PDG") AT AN ANGLE POINT THEREIN;

THENCE NORTH  $21^{\circ} 16' 18''$  WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1 THENCE NORTH  $55^{\circ} 18' 18''$  WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 2 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF  $24^{\circ} 39' 24''$  AND A 183.62 FEET CHORD THAT BEARS NORTH  $67^{\circ} 38' 00''$  WEST TO A PIN SET AT THE POINT OF TANGENCY IN A NORTHERLY LINE OF LAND DESCRIBED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, BY RECEPTION NUMBER 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000;

COURSE 3 THENCE NORTH  $25^{\circ} 36' 40''$  EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 74.28 FEET TO A POINT:



COURSE 4 THENCE NORTH  $68^{\circ} 59' 03''$  EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 132.00 FEET TO A POINT;

COURSE 5 THENCE NORTH  $21^{\circ} 16' 18''$  WEST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 90.00 FEET TO A POINT;

COURSE 6 THENCE NORTH  $68^{\circ} 43' 24''$  EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 43.00 FEET TO THE FACE OF AN EXISTING SHEET PILE WALL;

COURSE 7 THENCE SOUTH  $21^{\circ} 16' 18''$  EAST, ALONG THE FACE OF AN EXISTING SHEET PILE WALL, AND A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 160.57 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 8 THENCE NORTH  $68^{\circ} 43' 42''$  EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AND ALONG THE FACE OF AN EXISTING SHEET PILE WALL TO THE SOUTHWEST CORNER OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 66.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 9 THENCE SOUTH  $21^{\circ} 16' 18''$  EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 45.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 10 THENCE SOUTH  $68^{\circ} 43' 42''$  WEST, ALONG A NORTHERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 150.00 FEET TO A PIN SET AT AN ANGLE POINT THEREIN;

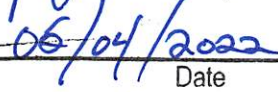
COURSE 11 THENCE SOUTH  $21^{\circ} 16' 18''$  EAST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 79.59 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 0.7210 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN MAY 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE 0.7210 ACRES OUT OF LAND DESCRIBED TO THE STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBER'S 200608925 & 200608926 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.000 TO BE CONSOLIDATED WITH LAND DESCRIBED TO CITY OF HURON, AS RECORDED IN RECEPTION NUMBER 200711763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001.

S:\2017 PROJECTS\17228- LIBERTY DEVELOPMENT - 1.0 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL DESCRIPTIONS\LEGAL DESCRIPTION PARCEL A.DOC

Approved by Huron City Planning Commission

  
\_\_\_\_\_  
Zoning Inspector

  
\_\_\_\_\_  
Date



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

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LEGAL DESCRIPTION OF  
PARCEL B  
0.8447 ACRES

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH 84° 46' 16" WEST, ALONG THE CENTERLINE OF SAID CLEVELAND ROAD EAST, 655.54 FEET TO A POINT;

THENCE NORTH 8° 27' 55" WEST, 114.57 FEET TO AN IRON PIN SET IN THE NORTHERLY RIGHT OF WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHEAST CORNER OF LAND CONVEYED TO THE CITY OF HURON, BY DEED RECORDED IN RECEPTION NUMBER 200711763, PERMANENT PARCEL NUMBER 42-61270.001 AND THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1 THENCE NORTH 82° 33' 48" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID CLEVELAND ROAD EAST, 51.99 FEET TO A PIN SET AT THE APPROX. LOW WATER MARK OF THE HURON RIVER PER SURVEY PERFORMED BY HARTUNG & ASSOCIATES IN 2006 AND DEED RECORDED IN RECEPTION NUMBER 200711763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001;

THE FOLLOWING THREE COURSES ARE ALONG SAID LOW WATER MARK OF THE HURON RIVER;

COURSE 2 THENCE NORTH 8° 27' 55" WEST, 259.00 FEET TO AN ANGLE POINT THEREIN;

COURSE 3 THENCE NORTH 18° 22' 50" WEST, 68.00 FEET TO AN ANGLE POINT THEREIN;

COURSE 4 THENCE NORTH 4° 39' 08" WEST, 183.26 FEET TO AN ANGLE POINT THEREIN;

COURSE 5 THENCE NORTH 85° 22' 44" EAST, 57.66 FEET TO AN IRON PIN SET:

COURSE 6 THENCE SOUTH 44° 45' 38" EAST, 50.59 FEET TO AN IRON PIN SET THENCE A POINT OF CURVATURE;

COURSE 7 THENCE 143.45 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 35° 44' 10" AND A 141.14 FEET CHORD THAT BEARS SOUTH 62° 37' 43" EAST TO AN IRON PIN SET AT THE POINT OF TANGENCY;

COURSE 8 THENCE SOUTH 80° 29' 48" EAST, 69.39 FEET TO AN IRON PIN SET IN A SOUTHERLY LINE OF SAID CITY OF HURON;

COURSE 9 THENCE SOUTH 86° 28' 53" WEST, ALONG A SOUTHERLY LINE OF SAID CITY OF HURON, 219.19 FEET TO AN ANGLE POINT THEREIN;

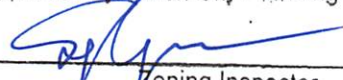
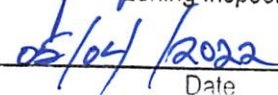
COURSE 10 THENCE SOUTH 8° 27' 55" EAST, ALONG A SOUTHERLY LINE OF SAID CITY OF HURON, 393.30 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 0.8447 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN MAY, 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE 0.8447 ACRES OUT OF LAND DESCRIBED TO THE CITY OF HURON, BY RECEPTION NUMBER 200711763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001 AND CONSOLIDATION WITH LAND DESCRIBED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBER'S 200608925 & 200608926 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.000.

RICHARD A. THOMPSON JR., OHIO REGISTERED  
PROFESSIONAL LAND SURVEYOR #7388

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Approved by Huron City Planning Commission

  
\_\_\_\_\_  
Zoning Inspector  
  
\_\_\_\_\_  
Date

## EXHIBIT C

### EASEMENT

THIS EASEMENT (this "Easement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by the CITY OF HURON, an Ohio municipal corporation, (the "CITY"), having an address at 417 Main Street, Huron, Ohio 44839.

### RECITALS:

A. On July 10<sup>th</sup>, 2006, the State of Ohio, Department of Natural Resources (the "STATE") purchased the former ConAgra property from CONAGRA FOODS FOOD INGREDIENTS COMPANY, INC, which contains approximately 20 acres and is located in the City of Huron. The State then deeded and transferred approximately ten (10) acres of this former ConAgra property to the CITY, which portion is now known as Permanent Parcel No. 42-61270.001 (hereinafter the "CITY Property").

B. The STATE retained approximately ten (10) acres of this property, which portion is known as Permanent Parcel No. 42-61270.000 (the "STATE Property") and, in conjunction with the CITY, constructed a boat ramp and related facilities on the STATE Property.

C. When the boat ramp was constructed on the STATE Property, it was the intent of the CITY and the STATE to provide public access to the Huron River along both the CITY Property and the STATE Property for access to and linking local recreational sites and as an area for fishing and wildlife viewing.

NOW, THEREFORE, the CITY, for itself and its successors and assigns, and for good and valuable consideration, including the covenants and agreements herein contained, the receipt of which is hereby acknowledged, states and declares as follows:

#### 1. PUBLIC ACCESS EASEMENT.

(a) Easement Area. Subject to the terms of this Easement, the CITY hereby gives, devises, grants and conveys to the STATE, and declares to exist, an exclusive, perpetual right and appurtenant easement for free and uninterrupted public access into, upon, over and across the portion of the CITY Property described on Exhibit A hereto, attached hereto and made a part hereof by reference (the "Easement Area"), for the purpose of providing public access to the Huron River and linking local recreational sites, and as an area for fishing, wildlife viewing and other similar uses. STATE's use of the Easement Area shall be consistent with, and not to interrupt, the CITY's development and use of its Property.

## EXHIBIT C (cont'd)

(b) Construction of Improvements in the Easement Areas. No buildings, signs, fences, barricades or other obstructions or other structures of any kind, except as may be required to comply with legal requirements, shall be constructed or erected within the Easement Area, except for the installation of those structures that shall not impede or interfere with the free flow of pedestrian traffic on the Easement Area. Nothing in this paragraph shall prohibit the construction, maintenance, repair and replacement of a pedestrian walking trail or public utilities and related appurtenances in the Easement Area, as the CITY may desire.

### 2. MAINTENANCE OF EASEMENT AREA.

The CITY shall be responsible for keeping any improvements that the CITY may choose to make within the Easement Area in reasonable condition for ordinary use by the general public. The cost and expense of any such maintenance and repair shall be the obligation of the CITY. It is understood that the STATE will bear no responsibility for repair or maintenance of the Easement Area. Nothing herein shall be construed to require the CITY to erect any particular improvements in the Easement Area, keep any then-current improvements in the Easement Area, take any action to protect the Easement Area from erosion, damage or other impairment by action of water or other natural forces, or to restore the Easement Area following such erosion, damage or impairment..

### 3. COVENANTS RUNNING WITH THE LAND.

(a) Binding Nature. Every obligation of this Easement shall run with the land.

(b) Successors. Any acquirer of the CITY Property, or of any part of the CITY Property containing the Easement Area shall automatically, by acceptance of the title of the Property or portion thereof, be deemed to be a successor record owner, and (i) to have assumed all obligations hereof relating thereto and thereafter accruing with respect to the portion of the Easement Area within such party's portion of the Property, and (ii) to have agreed with the then record owner(s) of all other portions of the Property to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the provisions hereof.

### 4. RIGHT AND AUTHORITY TO COMPEL COMPLIANCE.

The CITY and the STATE shall be the beneficiaries of this Easement for the benefit of the public. The CITY or the STATE, may, although each is under no obligation or duty to do so, compel compliance by the record owner with this Easement as it may deem necessary, by court action or any other appropriate means.

### 5. INSPECTION OF EASEMENT AREA.

Duly authorized representatives of the CITY and/or the STATE may enter upon the Easement Area at reasonable times and in a reasonable fashion for the purpose of inspecting the Easement Area, in order to further the objectives of, and determining compliance with, the terms of this Easement.

## **EXHIBIT C (cont'd)**

### **6. ENFORCEMENT.**

(a) In the event of a breach of the terms, conditions and restrictions set forth in this Easement, the non-breaching party shall provide prior written notice of the breach to the breaching party. The breaching party shall have thirty (30) days from the date of receipt of such written notice to cure the breach.

(b) In the event of an uncured breach of this Easement, each party, as an agency of the State of Ohio/political subdivision, is prohibited from indemnifying the other. Both parties are self-insured, and each agree (as against the other) to be responsible for any negligent acts or omissions by or through itself or its agents and employees. Each party agrees to defend itself and themselves, and to pay any judgments and costs arising out of such negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing herein shall impute or transfer any such responsibility from one party to the other party.

### **7. AMENDMENT OR VACATION OF EASEMENT.**

This Easement is for the benefit of the CITY and the STATE and may be amended, modified, terminated or waived (in whole or in part) only by an easement or agreement in writing, executed and acknowledged between the record owner (if the Property has been transferred from the CITY to a third party), the CITY and the STATE, and duly recorded in the Erie County Records.

### **8. MISCELLANEOUS.**

(a) No covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(b) The invalidity of any term, covenant, restriction, condition, limitation or any other provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remaining terms, covenants, restrictions, conditions, limitations and provisions of this Easement.

(c) Notwithstanding any term or condition contained herein, nothing in the Easement of the easement hereunder or the other provisions of this Easement shall be deemed to create any rights in the general public or any third party, except the rights created herein to the CITY and the STATE.

(d) Any notice required to be sent to any owner of record shall be deemed to have been properly sent when mailed, postage prepaid, to the last address of the person or entity who appears as such owner of record as such address appears on the records of the Erie County Auditor.

(e) In the event of a conflict between the terms, conditions, or obligations of this Easement and either the Memorandum of Agreement and Memorandum of Understanding dated November 26, 2006, or the Agreement for the Exchange of Land dated \_\_\_\_\_, 2020 the terms of this Easement shall control, without limitation.

EXHIBIT C (cont'd)

Executed as of the day and year first above written.

CITY OF HURON, an Ohio municipal  
corporation

By: \_\_\_\_\_  
Matthew Lasko, City Manager

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF ERIE        )

Before me, a notary public, in and for said county and state, personally appeared the above-named Michael Spafford, Interim City Manager, on behalf of the City of Huron, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Kendra S. Wecker,, Chief  
Divison of Wildlife  
Designee for Mary Mertz, Director  
Ohio Department of Natural Resources

This instrument prepared by:  
Seeley, Savidge, Ebert & Gourash, L.P.A.  
26600 Detroit Road, Suite 300  
Westlake, OH 44145  
(216)-566-8200



EXHIBIT C (contd.)

**EASEMENT DESCRIPTION**

The Easement Area is approximately as depicted in the sketch immediately following, but more precisely described as follows:

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH 84° 46' 16" WEST, ALONG THE CENTERLINE OF SAID CLEVELAND ROAD EAST, 655.54 FEET TO A POINT;

THENCE NORTH 8° 27' 55" WEST, 114.57 FEET TO AN IRON PIN SET IN THE NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 82° 33' 48" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID CLEVELAND ROAD EAST, 51.99 FEET TO A PIN SET AT THE APPROX. LOW WATER MARK PER SURVEY PERFORMED BY HARTUNG & ASSOCIATES IN 2006 AND DEED RECORDED IN RECEPTION NUMBER 2007-11763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001;

THENCE NORTH 8° 27' 55" WEST, 259.00 FEET ALONG THE LOW WATER MARK TO AN ANGLE POINT;

THENCE NORTH 18° 22' 50" WEST, 68.00 FEET ALONG THE LOW WATER MARK TO AN ANGLE POINT;

THENCE NORTH 4° 39' 08" WEST, 183.26 FEET ALONG THE LOW WATER MARK TO THE PLACE OF BEGINNING (POB);

THENCE NORTH 4° 39' 08" WEST, 30.74 FEET TO ANGLE POINT;

THENCE NORTH 11° 19' 32" WEST, 93 FEET TO AN ANGLE POINT;

THENCE NORTH 0° 34' 49" EAST, 216 FEET TO AN ANGLE POINT;

THENCE NORTH 4° 14' 40" EAST, 239 FEET TO AN ANGLE POINT;

THENCE NORTH 25° 28' 22" WEST, 31 FEET TO AN ANGLE POINT;

THENCE NORTH 72° 20' 12" EAST, 50.47 FEET TO AN ANGLE POINT;

THENCE SOUTH 25° 28' 22" EAST, 37.41 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 14' 40" EAST, 250.67 FEET TO AN ANGLE POINT;

THENCE SOUTH 0° 34' 49" WEST, 209.19 FEET TO AN ANGLE POINT;



THENCE SOUTH 11° 19' 31" EAST, 90.70 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 39' 8" EAST, 33.67 FEET TO AN ANGLE POINT;

THENCE SOUTH 85° 22' 38" WEST, 50.00 FEET TO THE PLACE OF BEGINNING.

EXHIBIT C (contd.)

50 ft

-  Division of Wildlife Huron Access
-  Conservation Easement (0.71 acres)

0 125 250 500 Feet

## **EXHIBIT "D"**

### **Public Right of Way, Dedication to be Permitted by City of Huron Across City-Owned Land**

See attached Dedication Plat of "Proposed Street"—shaded area circled in blue; for reference only.

NOTE: prior to issuance, a correction is needed to the dedication plat's "Dedication and Acceptance" execution blocks on its first page. The City's record plat ordinance, 1113.10(l) specifies different (in substance) language. "I/we the undersigned, owners of the land embraced within the subdivision, do hereby acknowledge this plat to be my/our free act and deed, and dedicate the streets, crosswalkways and alleys herein shown to public use forever."

# Dedication Plat of Proposed Street

Situated in the City of Huron, County of Erie, and State of Ohio,  
and further known as being part of Lot 31, Section 1, Original Huron Township,  
Being Township Number 6 in the 22 Range  
of Townships in the Connecticut Western Reserve  
July, 2019 Scale 1"=50'

## DEDICATION AND ACCEPTANCE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## MORTGAGE RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

## MORTGAGE RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

## APPROVAL

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

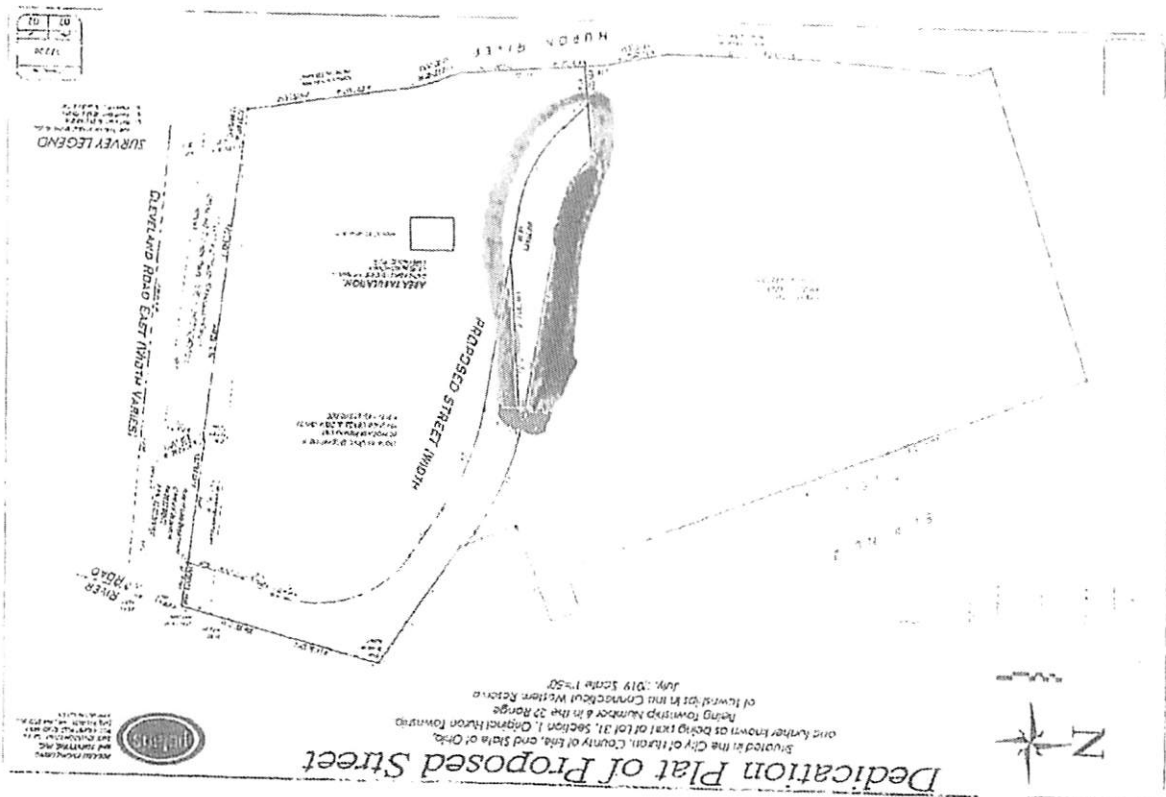
## CEDERATION

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



NOTARIAL PUBLIC  
My Comm. Exp. \_\_\_\_\_  
My Comm. No. \_\_\_\_\_

11/21/2019  
11/21/2019



## **EXHIBIT "E"**

### **Public Right of Way, Dedication to be Permitted by City of Huron Across State-Owned Land**

See attached Dedication Plat of "Proposed Street"—shaded area circled in yellow; for reference only.

NOTE: prior to issuance, a correction is needed to the dedication plat's "Dedication and Acceptance" execution blocks on its first page. The City's record plat ordinance, 1113.10(I) specifies different (in substance) language. "I/we the undersigned, owners of the land embraced within the subdivision, do hereby acknowledge this plat to be my/our free act and deed, and dedicate the streets, crosswalkways and alleys herein shown to public use forever."

# Dedication Plat of Proposed Street

Situated in the City of Huron, County of Erie, and State of Ohio  
and further known as being part of Lot 31, Section 1, Original Huron Township,  
Being Township Number 6 in the 22 Range  
of townships in the Connecticut Western Reserve  
July, 2019 Scale 1"=50'

## DEDICATION AND ACCEPTANCE

I, the undersigned, do hereby dedicate to the public use of the City of Huron, Ohio, the following described land, to-wit:

Lot 31, Section 1, Original Huron Township, Township Number 6 in the 22 Range of townships in the Connecticut Western Reserve, City of Huron, County of Erie, State of Ohio, containing approximately 0.125 acres, more or less, as shown on the attached plat.

Witness my hand and seal this 1st day of July, 2019.

\_\_\_\_\_  
Mayor

## MORTGAGE RELEASE

I, the undersigned, do hereby release and discharge the following described land, to-wit:

Lot 31, Section 1, Original Huron Township, Township Number 6 in the 22 Range of townships in the Connecticut Western Reserve, City of Huron, County of Erie, State of Ohio, containing approximately 0.125 acres, more or less, as shown on the attached plat, from all mortgages, liens, and encumbrances of record.

Witness my hand and seal this 1st day of July, 2019.

\_\_\_\_\_  
Mortgagee

## APPROVAL

I, the undersigned, do hereby approve the dedication of the following described land, to-wit:

Lot 31, Section 1, Original Huron Township, Township Number 6 in the 22 Range of townships in the Connecticut Western Reserve, City of Huron, County of Erie, State of Ohio, containing approximately 0.125 acres, more or less, as shown on the attached plat.

Witness my hand and seal this 1st day of July, 2019.

\_\_\_\_\_  
City Engineer

## CERTIFICATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original dedication plat of proposed street, as the same appears on file in the office of the City Engineer of the City of Huron, Ohio.

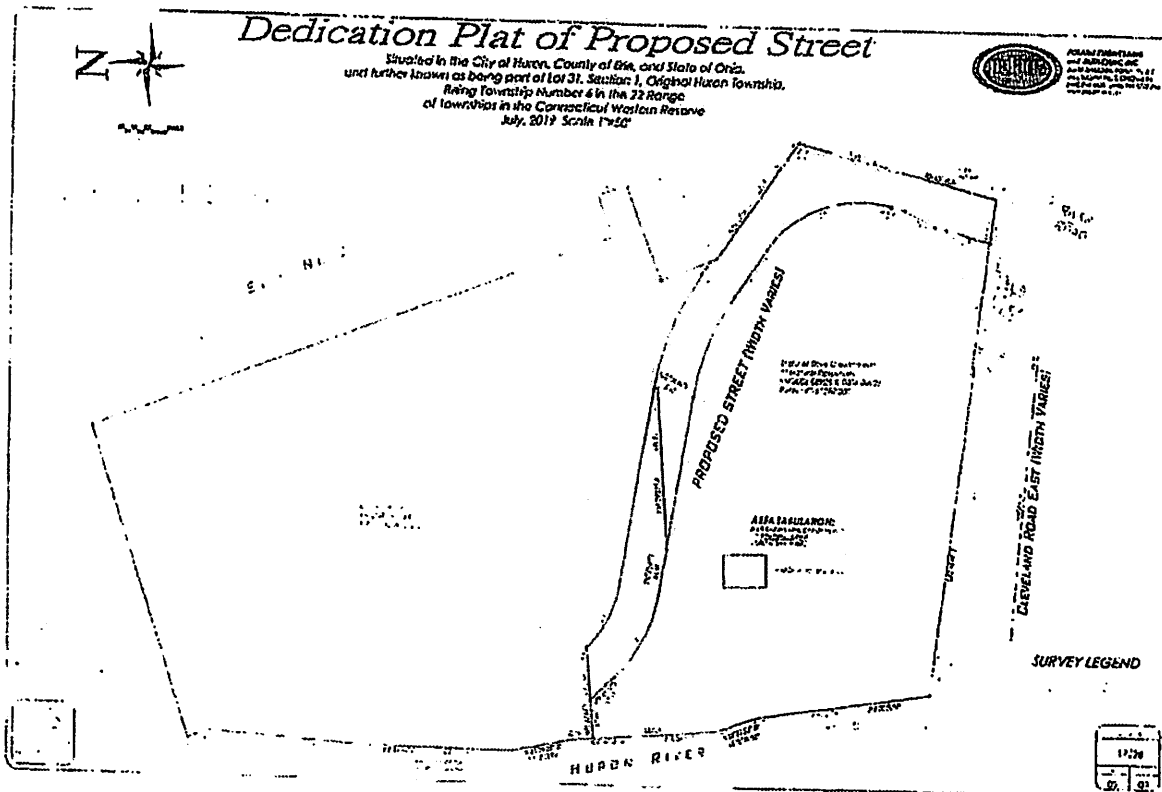
Witness my hand and seal this 1st day of July, 2019.

\_\_\_\_\_  
City Engineer

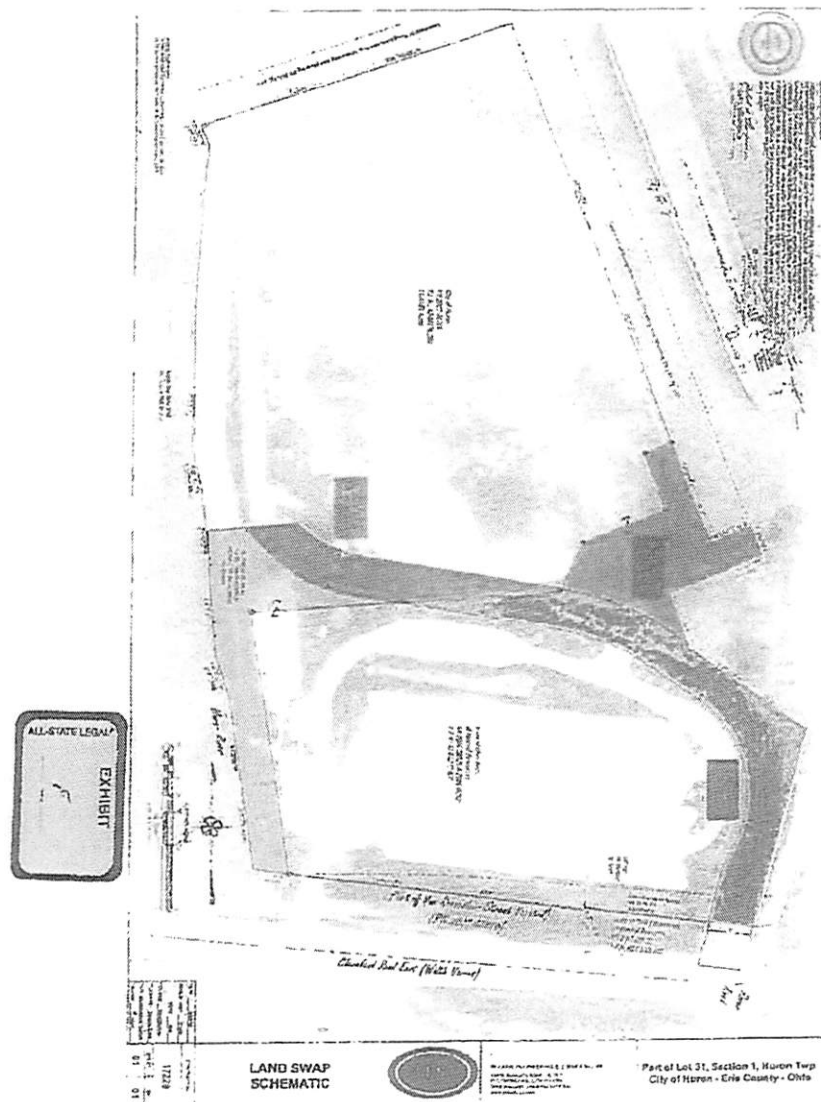


RECEIVED by the City of Huron, Ohio, on this 1st day of July, 2019.

FILED  
JUL 1 2019







## CERTIFICATION OF TITLE

**IN RE:** Exchange of .8447 acres, more or less, in Section 1, Town 6, Range 22, Huron Township, Erie County, Ohio, from the City of Huron. Being the same parcel of land referred to on April 4, 2022 Opinion of the Attorney General No. 2022-008.

The undersigned hereby certifies that no deeds, lease, mortgages, judgments, transcripts of judgments, decrees, foreign executions, probate proceedings, or other liens have been indexed of record against the owner or owners of the above captioned parcel of land, since the update evidence of title for this land was certified on March 31, 2022.



Matthew Lasko, City Manager

Dated at Huron, Ohio, this 5 day of  
APRIL, 2022, at 1054 o'clock Eastern  
Time.

OHIO DEPARTMENT OF NATURAL RESOURCES  
REAL ESTATE CLOSURE INFORMATION

Name of Owner: City of Huron ; Purchase Unit: Huron Access;

County: Erie ; Acres in Tract: .84; Date Title Taken by State: April 4, 2022;

Date State to Take Possession: Lands April 4, 2022; Buildings N/A;

Special Arrangements with Owner at Time of Closure:

(Fill in Blanks Applicable to This Case)

1. Crops to be removed by (Date) N/A. Type and acreage of crops N/A.
2. Livestock to be removed by (Date) N/A. Special dates for particular fields, etc N/A.
3. State to take title to all buildings, including all equipment attached to and a part of such buildings with the following exceptions: None.
4. State to take title to the following furnishings (items of equipment not attached to the buildings) as follows: All furnishings  
Except the following:
5. Owner will permit hunting in case crops are not removed before opening of hunting season N/A.
6. Owner interested in bidding on buildings when and if same are to be sold N/A.
7. Owner interested in share-cropping this farm after title taken by State N/A.
8. Other reservations or special agreements with owner: None.
9. If surrender of the premises and all structures thereon is earlier than N/A, then the Grantor shall give 5 days notice of such vacation and submit the revised surrender date to the designated state official.

NOTE: Fixtures and equipment to include all meters, furnaces, firing and furnace control apparatus, air-conditioning equipment, fireplace heaters, heating appliances, gas, electric, bathroom and lavatory fixtures, built-in equipment, attached or affixed linoleum, window shades, curtain rods and poles, venetian blinds, pergolas, arbors, shrubs, plants, trees, awnings, fly screens, porch blinds.

Grantor   
Name Signed

Grantor MARK ULYETT  
Name Printed

Date APRIL 5, 2022