

Village of Mantua, Ohio  
**ORDINANCE 2017-19**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE /  
OPTION TO PURCHASE AGREEMENT WITH THE PORTAGE PARK DISTRICT  
FOR THE HEADWATERS TRAIL WEST OF STATE ROUTE 44, AND DECLARING  
AN EMERGENCY.**

**WHEREAS**, the Portage Park District has proposed to assume ownership and maintenance of the Headwaters Trail west of State Route 44 ( hereinafter, "Trail") in order to relieve the Village of the responsibility and expense of management and maintenance and to facilitate its application for certain grant funding; and

**WHEREAS**, as a condition of receiving Recreational Trails Program funding for a project which was completed in 2003, the Village must maintain ownership of the trail until the end of 2018; and

**WHEREAS**, The Portage Park District is willing to manage and maintain the Trail under a lease Agreement until such time as the Village is able to convey fee simple ownership; and

**WHEREAS**, Ohio Revised Code Section 723.121 permits a municipality to convey the fee simple estate or any lesser estate or interest in lands acquired for use as public grounds to a political subdivision, taxing district, department, commission, board, institution, authority, or other agency of the State of Ohio, without competitive bidding, when such lands are not needed for such purpose; and

**WHEREAS**, the Service Committee has recommended the conveyance of the Trail to the Portage Park District; and

**WHEREAS**, this Council now wishes to authorize a Lease with Option to Purchase of the Trail to the Portage Park District for the reasons enumerated herein, and to authorize the Mayor to execute all necessary instruments to complete the transfer.

**NOW THEREFORE BE IT ORDAINED** by the Council of the Village of Mantua, Portage County, Ohio, two-thirds or more of all members elected thereto concurring, that:

**SECTION 1:** The parcels of land described in "Exhibit A", attached hereto and incorporated herein by reference, were originally acquired by the Village of Mantua for use as public grounds, to wit, a recreational trail.

**SECTION 2:** It is hereby found and determined that the parcels of land described in "Exhibit A" are not needed by the Village of Mantua for the purposes set forth in Section 1 herein, and may be transferred pursuant to the authority set forth in Ohio Revised Code section 723.121.

**SECTION 3:** This Council hereby authorizes the Mayor of the Village of Mantua to execute the document entitled "Lease/Option to Purchase - Headwaters Trail", attached hereto and incorporated herein by reference.

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**SECTION 4:** It is hereby found and determined that all formal actions of this Council concerning a relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 5:** This Ordinance is hereby declared an emergency measure, in order to facilitate the assumption of management and maintenance of the recreational trail property described herein by the Portage Park District at the earliest possible time, and shall become effective immediately upon proper passage by this Council.

Passed by Council this 18th day of July, 2017.

ATTEST:

\_\_\_\_\_  
Linda S. Clark, Mayor

\_\_\_\_\_  
Jenny August, Clerk-Treasurer

I, Jenny August, Clerk of the Village of Mantua, Ohio, hereby certify that this Ordinance was duly published by public posting at pre-designated posting places on the \_\_\_\_ day of July, 2017.

\_\_\_\_\_  
Jenny August, Clerk-Treasurer

Approved as to legal form by:

\_\_\_\_\_  
Michele Stuck, Solicitor

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**LEASE/OPTION TO PURCHASE AGREEMENT**

**HEADWATERS TRAIL**

This Lease/Option to Purchase Agreement (“Lease”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Village of Mantua, a municipal corporation of the State of Ohio, acting by and through Mayor Linda Clark, as duly authorized by virtue of Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, by the Council of the Village of Mantua, Ohio (hereinafter “Lessor”) and the Portage Park District (hereinafter “Lessee”) acting by and through Christine Craycroft, Executive Director, as duly authorized by virtue of Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, by the Board of Park Commissioners.

WITNESSETH:

That for the consideration hereinafter set forth the Lessor does hereby lease to the Lessee, for use as a park and trail system, real property generally known as the Headwaters Trail, consisting of a multipurpose trail on the abandoned railroad corridor in the Village of Mantua between Mill St. and Mennonite Road, comprised of parcels [24-034-00-00-043-000](#), [24-040-00-00-020-000](#), [24-041-13-00-102-001](#), [24-041-14-00-084-004](#) and [24-041-14-00-084-003](#) as described in Exhibit A, (hereinafter known as “Premises”). The parties agree that Lease property is adequately defined in the maps in Exhibit A.1.

NOW, THEREFORE, subject to the terms and conditions hereinafter contained, the parties hereto do hereby agree as follows:

LEASE TERMS AND RENT:

TERM and PRICE: This Lease of the premises shall be for a term of twenty-five (25) years, commencing on the date set forth above. Rental payment shall be \$1.00 with the Lessee assuming all improvement, maintenance and operation costs within the Premises during the term of the lease.

INSURANCE: While this option shall remain executory and up until the time of closing, the LESSOR/SELLER and LESSEE/BUYER shall each maintain General Liability Insurance on the property beginning at the time of execution of this agreement.

OPTION TO PURCHASE TERMS

TERM and PRICE: The LESSOR/SELLER grants to the LESSEE/BUYER the exclusive option to purchase the property for \$1.00 at any point after December 31, 2018, pending the Lessee’s satisfactory completion of its due diligence investigation of the property. Written notice of intent to purchase the property shall be given by Lessee to Lessor. at least ten (10) days prior to the expiration of the initial term of this Lease/Option or the expiration of any extension thereof, by mail to the last-provided address of Landlord/Seller

TITLE: The LESSOR/SELLER shall convey marketable title to the property with the above described inclusions, by good and sufficient General Warranty Deed in fee simple absolute, on or before closing; said title to be free, clear, and unencumbered except existing restrictions and easements of record. Title to be conveyed to the LESSEE/BUYER.

CLOSING: The deed shall be delivered and the purchase money shall be paid no later than sixty (60) days after notification to the LESSOR/SELLER of the LESSEE’S/BUYER’S exercise of the option.

COSTS AND PRORATIONS: There shall be prorated between the LESSOR/SELLER and the LESSEE/BUYER, as of date of closing, all real estate taxes and assessments.

USE OF DEMISED PREMISES

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The Lessee shall use the Premises for public park and trail purposes, consistent with existing uses of the Headwaters Trail.

The multi-purpose trail may be used for any non-motorized recreational transport which Lessee deems desirable, including but not limited to, pedestrian and non-motorized bicycle. Lessee shall never use the Premises as a road, will not allow use of the trail by motorized vehicles, and will not permit equestrian use of the trail, except that Lessee may allow motorized vehicles necessary for the maintenance and construction of the trail and appurtenances thereto, and motor vehicles may continue to be permitted in the area currently designated and used as public parking.

Staff, contractors and agents of the Lessee shall have the right to enter and make changes to the property, manage the property and enforce the rules of the Lessee and the laws of the State of Ohio at any time during the term of the lease, without prior notice to Lessor.

IMPROVEMENTS

The Lessee may use its funds and those from other sources to improve the property for park and trail uses through grading, drainage improvements, installation of materials to improve trail surfaces, and the addition of trail amenities such as benches and signage, and any other improvements deemed necessary at the discretion of the Lessee.

TAXES AND ASSESSMENTS

It is understood between the parties that the Premises are currently exempt from real estate taxes. However, should all or any portion of said Premises become taxable during the term of this Lease as a result of Lessee having the use of said Premises, then Lessee shall be responsible for all real estate taxes applicable thereto. Lessor shall be responsible for all real estate assessments levied upon said Premises for the term of this Lease.

NONDISCRIMINATION

Lessee shall not discriminate because of race, color, sex or national origin in any manner during Lessee's use of Premises.

NOTIFICATION OF CLAIMS

Lessor and Lessee shall give prompt and timely notice to one another of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise affects or might affect Lessee or Lessee's right to use the Premises.

MAINTENANCE

Lessee shall maintain and operate the Premises.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease in whole or part, nor sublet all or any part of said Premises for a term longer than 14 days without first obtaining written consent from Lessor, which consent may not unreasonably be denied.

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NOTICE

Notice required to be given by either party shall be in writing, sent by certified mail addressed to Lessor/Lessee as follows:

If to the Lessor:

Mantua Village  
4650 West High St.  
P.O. Box 775  
Mantua, Ohio 44255  
Attention: Mayor

If to Lessee:

Portage Park District  
705 Oakwood St.  
Suite G-4  
Ravenna, Ohio 44266  
Attn: Executive Director

DEFAULT

It shall be a default and breach of this Lease by either party if it fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under the Lease for a period of sixty days after written notice given by the party claiming default, provided, however, that if the term, condition, covenant or obligation to be performed is of such a nature that the same cannot reasonably be performed within such sixty (60) day period, then it shall not be a default or breach of this Lease, so long as the party receiving the notice of default commences efforts to perform or observe the term, condition, covenant or obligation in question, and thereafter diligently undertakes to complete performance or observation as reasonably soon as possible.

TERMINATION

This Lease may be terminated by either the Lessor or the Lessee upon a default as described in item 11 hereof, effective the 180<sup>th</sup> day after written notice of termination has been given by the terminating party to the other party at the address set forth in item 10 above, provided that no notice of termination may be given before a default has occurred.

GOVERNMENT REGULATIONS

Lessee at its sole cost and expense, shall comply with all applicable laws, and regulations of the Government of the United States, State of Ohio, and ordinances of general application of the Village of Mantua with respect to the use, occupancy, construction, or maintenance of the Premises and site by Lessee.

ENTIRE LEASE AGREEMENT

This Lease and the Memorandum of Understanding constitute the entire agreement by and between the parties in connection with lease of said Premises and no change, modification or waiver of such agreement shall be binding upon either party unless it is in writing and executed by the parties hereto.

MEMORANDUM OF LEASE

Lessor and Lessee shall, concurrent with the execution of this Lease, execute a memorandum of Lease and Lessee shall cause the same to be recorded in the office of the Portage County

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Recorder.

CONSENT

Wherever consent of Lessor is required herein the consent of the Mayor shall constitute consent.

LAW ENFORCEMENT

Lessor shall retain concurrent police jurisdiction on the Premises at all times. Lessee may begin enforcement of its rules and regulations and the state and local rules upon the effective date of this Lease.

POSSESSION

A. Lessee shall receive possession of the Premises on the effective date of this Lease.

IN TESTIMONY WHEREOF, the Lessor and Lessee have caused this Lease Agreement to be signed in duplicate on the day and year above written.

VILLAGE OF MANTUA

PORTAGE PARK DISTRICT

BY: \_\_\_\_\_  
Linda Clark, Mayor

BY: \_\_\_\_\_  
Christine Craycroft, Executive Director

The foregoing Agreement was acknowledged before me, a Notary Public in and for the State of Ohio, by the aforementioned Linda Clark, Mayor, Mantua Village, a municipal corporation of the State of Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2017 on behalf of the Village.

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

The foregoing Agreement was acknowledged before me, a Notary Public in and for the State of Ohio, by the aforementioned Christine Craycroft, Executive Director of the Portage Park District, an Ohio park district, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, on behalf of the park district.

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

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**"Exhibit A"**

PARCEL ONE (24-034-00-00-043-000)

Situated in the Township of Mantua being Number Five in the eighth Range of Townships in the Connecticut Western Reserve in the State of Ohio and which is also in the County of Portage and is known as parts of lots Number 34 and 40, beginning and bounding on the North line of Edwin Sanford's land on the center line of The Cleveland and Mahoning Railroad Company's railroad; thence taking a width of fifty feet on each side of said centerline as staked out and marked a distance of about 1627 feet to the East line of the Edwin Sanford's land and bounding on it the North line of Said land and strip being the South line of Elias S. Converse's land and the Center of the Road and the East line being the same as the West line of Hannah Sanford's land. Being a portion of the same land conveyed to the Edwin Sanford by deeds from E. S. Converse and Samuel Sanford recorded in Books 34 and 39 pages 232, 233 and 456, 457 of Portage County Records of deeds and containing in all about three acres and seventy-three hundredths of an acre be the same more or less on May 18, 1853.

Grantor claims ownership by instrument recorded June 28th, 1989 in the Portage County Deed Records at Volume 1081, page 494.

PARCEL TWO (24-040-00-00-020-000)

Situated in the Township of Mantua being Number Five in the eighth Range of Townships in the Connecticut Western Reserve in the State of Ohio and which is in the County of Portage and is known as part of lot Number forty, beginning and bounding on the West line of Jason and Hannah Sanford's land in the centerline of The Cleveland and Mahoning Railroad Company's railroad; thence taking a width of fifty feet on each side of said centerline as staked out and marked a distance of about 1509 feet to the East line of Jason and Hannah Sanford's land and bounding on it the West line being the same as the East line of Edwin Sanford's land and the East line being the same as the West line of Darwin Atwater's land it being a portion of the land conveyed by M. P. Granger and Francis Granger (by Calvin Pease Attorney) to Jason Sanford by deed recorded in book 18 Pages 149 and 150 of Portage County records the same having been devised by will to Jason and Hannah Sanford from said Jason Sanford and containing in all about three acres and forty-six hundredths of an acre be the same more or less on May 18, 1852 as recorded in Volume 62 Pages 65 and 66 of the Portage County Record of Deeds.

Grantor claims ownership by instrument recorded June 29th, 1989 in the Portage County Deed Records at Volume 1081, page 557.

PARCEL THREE (24-041-13-00-102-001)

Situated in the Village of Mantua, County of Portage and State of Ohio and known as being part of Mantua Township Lot 40 and further described as follows:

Starting at an Iron pipe at the intersection of the south line of Regan Street with the West Line of Line Street; thence S 1° 04' W 234.12 feet along the west line of Line Street to the northerly line of English Realty, Inc., thence S 81° 15' W 681.24 feet along said northerly line to an iron pipe set at a point of curve and being the true place of beginning.

Thence S 8° 45' E 100.00 feet to an iron pipe set in the northerly line of A. & H. Chrell; thence westerly 437.70 feet along the arc of a curve to the right, said curve having a radius of 1687.30 feet and a chord bearing of S 88° 40' 54" W a distance 436.48 feet to an iron pipe set on the west corporation line of Mantua Village; thence N 0° 40' E 100.49 feet along said corporation line to an iron pipe in the northerly

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line of English Realty, Inc.; thence easterly 421.29 feet along the arc of curve to the left, said curve having a radius of 1587.30 feet and a chord bearing N 88° 51' 13" E a distance of 420.06 feet to the beginning.

Containing 0.986 of an acre of land, be the same more or less, as surveyed in May, 1989 by Edward J. Collier, registered surveyor N. 7141.

Grantor claims ownership by instrument recorded June 29th, 1989 in the Portage County Deed Records at Volume 1081, page 557.

PARCEL FOUR (24-041-14-00-084-004 west of Line St.)

Situated in the Village of Mantua, County of Portage and State of Ohio and known as being a part of Original Lot No. 40 now in said Village and is bounded and described as follows:

Beginning in the westerly line of Line Street, 40 feet wide, at its intersection with the northerly line of land conveyed to Troy Construction Co., Inc., by instruments dated April 23, 1991 and recorded in Volume 1108, Page 118 of the Portage County Records, said point of beginning being located South 0° 40' 25" East a distance of 335.60 feet as measured along said westerly line of Line Street from a 1/2 inch diameter iron pipe stake found marking its intersection with the northerly line of land conveyed to Larry S. and Linda D. Stephens by instrument dated October 24, 1983 and recorded in Volume 1008, Page 952 of the Portage County Records, said point of beginning also being located North 0° 40' 25" West a distance of 138.71 feet as measured along said westerly line of Line Street from a 1/2 inch iron pin stake found marking its intersection with the northerly line of Orchard Street, 50 feet wide:

- COURSE I: Thence South 79° 31' 35" West along said northerly line of land of Troy Construction Company, Inc. (at 0.20 feet passing by an iron pin stake found at 0.33 feet left of said line, and passing through an iron pin stake found at 651.61 feet) a distance of 663.73 feet to an iron pipe stake found marking the southeasterly corner of Parcel Two of lands conveyed to the Village of Mantua by instrument dated June 29, 1989 and recorded in Volume 1081, Page 559 of the Portage County Records;
- COURSE II: Thence North 10° 28' 25" West along the easterly line of said land of the Village of Mantua 100.00 feet to its intersection with the southerly line of the aforesaid land of Stephens and witness an iron pin stake found 0.14 feet westerly from said intersection;
- COURSE III: Thence North 79° 31' 35" East along said southerly line of land of Stephens 281.00 feet to an iron pin stake set therein;
- COURSE IV: Thence South 10° 28' 25" East by a line which is perpendicular to said southerly line of land of Stephens 55.00 feet to an iron pin stake set;
- COURSE V: Thence North 82° 29' 00" East a distance of 387.56 feet to an iron pin stake set in said westerly line of Line Street at a point located 25.00 feet northerly by normal measure from said northerly line of Troy Construction Co., Inc.;
- COURSE VI: Thence South 0° 40' 25" East along said westerly line of Line Street 25.37 feet to the point of beginning and containing 0.995 of an acre of land as surveyed and described in January, 2002 by Timothy P. Hadden, Ohio Professional Surveyor No. 6786 of CT Consultants, Inc.



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Bearings contained herein are based upon the bearing of Line Street (South 0° 40' 25" East) as shown on plat of survey of part of Original Mantua Township Lot No. 40 for Stamm Contracting Co. by Edward J. Collier, P. S., dated June 4, 1990 and filed as No. P-9389 of the Portage County Records. All points indicated as "iron pin set" have been marked by a 5/8 inch diameter by 30 inch long No. 5 reinforcing bar with a 1 1/4 inch diameter yellow plastic cap engraved "CT Consultants".

PARCEL FIVE (24-041-14-00-084-004 east of Line St.)

Situated in the Village of Mantua, County of Portage and State of Ohio and known as being parts of Original Lots No. 40 and No. 41 now in said Village and is bounded and described as follows:

Beginning in the northerly line of Mill Street, 40 feet wide, at an iron pin stake found marking the southwesterly corner of land conveyed to the Village of Mantua by instrument dated December 11, 1997 and recorded in Volume 254, Page 339 of the Portage County Records, said point of beginning located South 71° 56' 23" West a distance of 250.00 feet as measured along said line of Mill Street from its intersection with the westerly line of Main Street, 60 feet wide:

- COURSE I: Thence South 71° 56' 23" West along said northerly line of Mill Street 52.89 feet to an iron pin stake found marking its intersection with the easterly line of land conveyed to Heaton Associates, Inc. by instrument dated June 25, 1990 and recorded in Volume 1096, Page 548 of the Portage County Records and witness an iron pin stake found South 18° 03' 37" East a distance of 40.00 feet therefrom;
- COURSE II: Thence North 18° 03' 37" West along said easterly line of land of Heaton Associates, Inc., 110.04 feet to the northeasterly corner of the same; and witness an iron pin stake found bearing North 71° 56' 23" East a distance of 0.10 feet therefrom;
- COURSE III: Thence South 71° 56' 23" West, along the northerly line of said land of Heaton Associates, Inc. (at 252.72 feet passing through a 3/4 inch diameter iron pipe stake found marking the northwesterly corner of the same) and along the northerly lines of Sublots Nos. 34, 33 and 32 in the Darwin Atwater Heirs 1st Addition to Mantua Station as shown by plat recorded in Volume 2, Page 49 of the Portage County Plat Records, a distance of 470.82 feet to an iron pin stake set at the beginning of a curve therein;
- COURSE IV: Thence westerly continuing along said northerly line of Darwin Atwater Heirs 1st Addition on the arc of said curve deflecting to the RIGHT (said curve having a radius of 5780.00 feet, a central angle of 7° 35' 12", and a chord which bears South 75° 43' 59" West and is 764.78 feet in length) a distance of 765.34 feet to an iron pin stake;
- COURSE V: Thence South 79° 31' 35" West continuing along the northerly line of said Darwin Atwater Heirs 1st Addition 238.86 feet to an iron pin stake set at its intersection with the easterly line of Line Street, 40 feet wide, at a point located South 0° 40' 25" East a distance of 335.36 feet as measured along said easterly line of Line Street from its intersection with the southerly line of Regan Street, 40 feet wide;
- COURSE VI: Thence North 0° 40' 25" West along said easterly line of Line Street 25.37 feet to an iron pin stake set therein;
- COURSE VII: Thence North 79° 31' 35" East by a line which is parallel with COURSE V of the land herein described and 25.00 feet northerly by normal measure therefrom, a distance of

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234.54 feet to an iron pin stake set at the beginning of a curve;

- COURSE VIII: Thence easterly along the arc of said curve and concentric with COURSE IV of the land herein described (said curve having a radius of 5755.00 feet, a central angle of 3° 01' 30", and a chord which bears North 78° 00' 50" East and is 303.81 feet in length) a distance of 303.84 feet to an iron pin stake set;
- COURSE IX: Thence North 71° 18' 15" East a distance of 316.44 feet to an iron pin stake set;
- COURSE X: Thence North 16° 38' 55" a distance of 55.00 feet to an iron pin stake set in the southerly line of Sublot No. 73 in Darwin Atwater's 1st Addition to Mantua Station as shown by plat recorded in Volume 1, Page 136 of Portage County Plat Records;
- COURSE XI: Thence easterly along said southerly line of Sublot No. 73 and along the southerly lines of Sublots No. 72 and No. 71 in said Darwin Atwater's 1st Addition to Mantua Station on the arc of a curve which is concentric with COURSE IV of the land herein described (said curve having a radius of 5680.00 feet, a central angle of 1° 24' 42", and a chord which bears North 72° 38' 44" East and is 139.94 feet in length) a distance of 139.95 feet to an iron pin stake set;
- COURSE XII: Thence North 71° 56' 23" East continuing along said southerly line of Sublot No. 71 and along the southerly lines of Sublots No. 70 through No. 63 inclusive, a distance of 604.75 feet to the northwesterly corner of land conveyed to the System Capital Real Property Corporation by instrument dated October 3, 1997 and recorded in Volume 236, Page 408 of the Portage County Records and witness an iron pin stake found bearing North 3° 02' 13" East a distance of 0.24 feet therefrom;
- COURSE XIII: Thence South 3° 02' 13" West along the westerly line of said land of System Capital Real Property Corporation and along the westerly line of the aforesaid land of the Village of Mantua a distance of 225.13 feet to the point of beginning and containing 2.431 acres of land as surveyed and described in January, 2002 by Timothy P. Hadden, Ohio Professional Surveyor No. 6786 of CT Consultants, Inc.

Bearings contained herein are based upon the bearing of Line Street (South 0° 40' 25" East) as shown on plat of survey of part of Original Mantua Township Lot No. 40 for Stamm Contracting Co. by Edward J. Collier, P. S., dated June 4, 1990 and filed as No. P-9389 of the Portage County Records. All points indicated as "iron pin set" have been marked by a 5/8 inch diameter by 30 inch long No. 5 reinforcing bar with a 1 1/4 inch diameter yellow plastic cap engraved "CT Consultants".

**PARCEL SIX (24-041-14-00-084-003)**

Situated in the Village of Mantua, County of Portage, and State of Ohio, and known as being part of Lot 140 in Darwin Atwater's Third Addition to Mantua Station, as shown by the recorded plat in Volume 2, Page 5 of Portage County Map Records, and further known as being part of a parcel of land conveyed to System Capital Real Property Corporation by deed recorded in Volume 236, Page 408 of the Official Records of Portage County, and bounded and described as follows:

Beginning at an iron pin set in the northerly line of Mill Street, 40 feet wide, at its intersection with the westerly line of Main Street (S.R. 44), 60 feet wide, and from which point an iron pipe found in the westerly line of Main Street at its intersection with the southerly line of Mill Street bears South 4° 39' 50" West, 42.99 feet;

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Thence South 73° 10' 00" West along the northerly line of Mill Street, 200.00 feet to an iron pin set, and the principal place of beginning of the parcel herein described;

Thence South 73° 10' 00" West along the northerly line of Mill Street, 50.00 feet to an iron pin set at its intersection with the westerly line of said land conveyed to System Capital Real Property Corporation;

Thence North 4° 15' 10" East along the westerly line of said land conveyed to System Capital Real Property Corporation, 60.00 feet to an iron pin set;

Thence South 43° 44' 36" East, 62.78 feet to the principal place of beginning and containing 1400 square feet or 0.0321 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated November, 1997.