

**RESOLUTION NO.:** 2007-R52  
**SPONSOR:** MAYOR CROGHAN  
**INTRODUCED:** AUGUST 14, 2007

**ASSIGNED TO:** ENV. & PARKS

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GREEN AND THE AKRON-CANTON REGIONAL AIRPORT AUTHORITY (THE "AIRPORT"), AND APPROVING THE RECORDING OF AN ENVIRONMENTAL COVENANT ON A PORTION OF CITY'S PROPERTY IN BOETTLER PARK AND SOUTHGATE PARK, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Green and Airport have negotiated an agreement to establish 23.25 acres of wetland creation, restoration, enhancement and preservation at Boettler Park and Southgate Park in accordance with a mitigation plan dated May, 2005 for 4.6 acres of wetland impacts on Airport property resulting from the Akron-Canton Airport Habitat Clearing Project; and

WHEREAS, pursuant to the agreement, the Environmental Protection Agency has requested that the City record an environmental covenant on its property amounting to approximately 11.10 acres of land in Boettler Park, and 12.15 acres of existing wetland at Southgate Park; and

WHEREAS, since an environmental covenant constitutes an encumbrance on the City's property, City Council must approve the filing and recording of the environmental covenant.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO THAT:**

**SECTION ONE:**

City Council approves the agreement between the City and Airport and authorizes the recording of the environmental covenant on portions of real estate located in Boettler Park and Southgate Park. A full copy of the agreement and environmental covenant are attached to this Resolution as Exhibit "A".

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this

**Page 2**  
**Resolution 2007-R52**

legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: August 28, 2007

Molly Stevens  
Molly Kapeluck, Clerk  
Stevens

Bruce Manwaring  
Bruce Manwaring  
Council President

APPROVED: August 28, 2007

Daniel L. Croghan  
Daniel L. Croghan, Mayor

COPIED \_\_\_\_\_  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: August 28, 2007

ON ROLL CALL: Colopy -YEA Croce -YEA France -YEA Manwaring -YEA  
Padrutt -YEA Ridgeway -YEA Smole -YEA Adopted 7-0

Suburbanite publication on SEPT. 3 and SEPT 10, 2007

Molly Stevens  
Molly Kapeluck, Clerk  
STEVENS

SP 8/8/07

2007-252  
COPY

AGREEMENT

The City of Green ("Green") and the Akron-Canton Regional Airport Authority (the "Airport") agree to establish 23.25 acres of wetland creation, restoration, enhancement, and preservation at the City's Boettler Park and Southgate Park in accordance with the mitigation plan dated May, 2005 for 4.6 acres of wetland impacts on Airport property resulting from the Akron-Canton Airport Habitat Clearing Project.

The City and Airport agree as follows:

1. The Airport agrees to create/restore 4.97 acres of wetland, enhance 4.42 acres of upland buffer, and enhance 1.70 acres of existing wetland at Boettler Park in accordance with Wetland Construction drawings and specifications prepared by Floyd Browne Group, dated September, 2006. The total acreage of creation, restoration and enhancement is approximately 11.10 acres.
2. The City agrees to enter into an Environmental Covenant with the Ohio Environmental Protection Agency to protect approximately 23.25 acres of wetland in perpetuity. The 23.25 acres is comprised of approximately 11.10 acres of wetland creation, restoration and enhancement provided by the Airport at Boettler Park, and preservation of approximately 12.15 acres of existing wetland at Southgate Park.
3. The Airport agrees to pay the City \$250,000.00 for preservation of 23.25 acres of wetlands in perpetuity.
4. The City grants access to the mitigation areas to the Airport and their consultants for the purpose of fulfilling the 5-year monitoring requirements outlined in the mitigation plan. After the monitoring period is over and the U.S. Army Corps of Engineers and the Ohio Environmental Protection Agency release the site, the City agrees to maintain the site in perpetuity in accordance with the terms of the environment covenant attached as Exhibit "A".
5. The City shall not be responsible for either monitoring or any corrective action. Monitoring and any required adaptive management or corrective action shall be the responsibility of the permit applicant, the Akron-Canton Regional Airport Authority.

The Akron-Canton Regional Airport Authority and the City of Green accept this Agreement which shall apply to their successors and assigns forever, this \_\_\_\_\_ day of September, 2007.

Signed in the presence of:

Richard B. Wipac  
Linda D. Decker

Amy Grubel  
Wayne W. Wills

Akron-Canton Regional Airport Authority:

Frederick J. Krum  
By: Fred Krum  
Its: Director

City of Green:

Daniel L. Croghan  
By: Daniel L. Croghan  
Its: Mayor

Approved as to form:

Stephen J. Frunski  
Stephen J. Frunski, Law Director

**AGREEMENT**

The City of Green ("Green") and the Akron-Canton Regional Airport Authority (the "Airport") agree to establish 23.25 acres of wetland creation, restoration, enhancement, and preservation at the City's Boettler Park and Southgate Park in accordance with the mitigation plan dated May, 2005 for 4.6 acres of wetland impacts on Airport property resulting from the Akron-Canton Airport Habitat Clearing Project.

The City and Airport agree as follows:

1. The Airport agrees to create/restore 4.97 acres of wetland, enhance 4.42 acres of upland buffer, and enhance 1.70 acres of existing wetland at Boettler Park in accordance with Wetland Construction drawings and specifications prepared by Floyd Browne Group, dated September, 2006. The total acreage of creation, restoration and enhancement is approximately 11.10 acres.
2. The City agrees to enter into an Environmental Covenant with the Ohio Environmental Protection Agency to protect approximately 23.25 acres of wetland in perpetuity. The 23.25 acres is comprised of approximately 11.10 acres of wetland creation, restoration and enhancement provided by the Airport at Boettler Park, and preservation of approximately 12.15 acres of existing wetland at Southgate Park.
3. The Airport agrees to pay the City \$250,000.00 for preservation of 23.25 acres of wetlands in perpetuity.
4. The City grants access to the mitigation areas to the Airport and their consultants for the purpose of fulfilling the 5-year monitoring requirements outlined in the mitigation plan. After the monitoring period is over and the U.S. Army Corps of Engineers and the Ohio Environmental Protection Agency release the site, the City agrees to maintain the site in perpetuity in accordance with the terms of the environment covenant attached as Exhibit "A".
5. The City shall not be responsible for either monitoring or any corrective action. Monitoring and any required adaptive management or corrective action shall be the responsibility of the permit applicant, the Akron-Canton Regional Airport Authority.

The Akron-Canton Regional Airport Authority and the City of Green accept this Agreement which shall apply to their successors and assigns forever, this \_\_\_\_\_ day of August, 2007.

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Akron-Canton Regional Airport Authority:

\_\_\_\_\_

By: Fred Krum  
Its: Director

City of Green:

\_\_\_\_\_

By: Daniel L. Croghan  
Its: Mayor

Approved as to form:

\_\_\_\_\_

Stephen J. Pruneski, Law Director

## ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into pursuant to Ohio Revised Code (ORC) §§ 5301.80 to 5301.92 by The City of Green, ("the Owner" and "the Holder"), having an address of 5383 Massillon Road, P.O. Box 278, Green, Ohio 44232, and the Ohio Environmental Protection Agency ("Ohio EPA"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth in this Environmental Covenant.

**WHEREAS**, the Owner is the owner in fee of certain real property comprising approximately 267 acres and situated in Summit County, Ohio, in the Tuscarawas River watershed;

**WHEREAS**, the Akron-Canton Regional Airport Authority has proposed to construct a certain project on certain other real property ("the Akron-Canton Regional Airport Authority Property"), also located in Summit County, Ohio ("the Project"), which Project impacts certain surface water features located on the Akron-Canton Regional Airport Authority Property and the approvals for which project required that the Akron-Canton Regional Airport Authority obtain a water quality certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. §1344 from the Ohio EPA and Section 404 Permit from the Army Corps of Engineers ("the Army Corps");

**WHEREAS**, in order to mitigate such impacts on the Akron-Canton Regional Airport Authority Property and as a condition of being issued the 401 water quality certification, Ohio EPA ID No. 052286 (the "401 Certification") and the 404, the Army Corps and the Ohio EPA have required that the Akron-Canton Regional Airport Authority obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

**WHEREAS**, to meet the conditions in the 401 Certification, the Akron-Canton Regional Airport Authority has entered into an agreement with the Owner which provides, among other things, that the Akron-Canton Regional Airport Authority will construct and implement the mitigation requirements contained in Akron-Canton Regional Airport Authority's 401 Certification and the mitigation plan on a specific area ("the Covenant Area") of the Owner's property;

**WHEREAS**, the Covenant Area located on the Owner's property possesses substantial value in conserving and protecting the physical, biological and chemical integrity of an unnamed tributary to the Nimisila Creek, and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U.S.C. §1313 and §6111.041 of the Ohio Water Pollution Control Act. The specific conservation values ("Conservation Values") of the Covenant Area on the Owner's Property have been documented in a document entitled "Wetland Mitigation Plan for Airport Habitat Clearing Project, Summit County, Ohio, EDG Project Number 503531, May, 2005" (the "Mitigation Plan").

**WHEREAS**, the Akron-Canton Regional Airport Authority proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Environmental Covenant.

Now therefore, Owner and Holder and Ohio EPA agree to the following:

1. **Environmental Covenant.** This instrument is an environmental covenant developed and executed pursuant to OR.C. §§ 5301.80 to 5301.92.

2. **Property.** This Environmental Covenant concerns 20.40 acres of land located at Boettler Park and Southgate Park, in the City of Green, Summit County, Ohio, and more particularly described in Exhibit A attached and incorporated by reference in this Covenant (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.** As part of the conditions set forth in the 401 Certification issued to the Akron-Canton Regional Airport Authority and given the conservation values of the Covenant Area, the Owner imposes and agrees to comply with the following activity and use limitations:

- a. **Division:** Any division or subdivision of the Covenant Area is prohibited;
- b. **Commercial Activities:** Commercial development or industrial activity on the Covenant Area is prohibited;
- c. **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;
- d. **Cutting 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 activities that are authorized by the 401 mitigation plan approved by the Ohio EPA and not inconsistent with the mitigation plan or purpose of this agreement;
- e. **Dumping:** Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and
- f. **Water Courses:** Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized,

impeded, diverted or otherwise altered within the Covenant Area.

Notwithstanding the restrictions set forth above, the following rights, uses, and activities of or by the OWNER or any of its successors in interest or assigns shall be permitted:

- a. Fee Access: the right to engage in all fee accessed recreational programs or recreational uses that are not prohibited by governmental statute or regulation, not expressly prohibited in this Environmental Covenant, and not inconsistent with the purpose of this Agreement;
- b. Enhancement: selective cutting or clearing of trees or vegetation for habitat enhancement and protection, fire protection, public safety, expansion and maintenance of trails, installation of wetland boardwalk and overlooks, creation, or preservation of vistas, or otherwise to preserve the present and planned condition of the Covenant Area;
- c. Recreation: the right to engage in any public educational activities that are not disruptive of the natural environment and are in compliance with all applicable federal, state and local statutes and regulations;
- d. Posting: the right to post all or a portion of the Covenant Area against trespassing and hunting.

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 ORC § 5301.85, subject to amendment or termination as set forth in this Environmental Covenant. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion, 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 ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained in this Environmental Covenant 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 Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

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

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and enforced.

10. Notice upon Conveyance. Each instrument 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 IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 2007, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SUMMIT COUNTY FISCAL OFFICER ON \_\_\_\_\_, 2007, IN BOOK \_\_\_\_, PAGE \_\_\_\_\_. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Activity and Use Limitations. As part of the conditions set forth in the 401 Certification issued to the Akron-Canton Regional Airport Authority and given the conservation values of the Covenant Area, the Owner imposes and agrees to comply with the following activity and use limitations:

- a. Division: Any division or subdivision of the Covenant Area is prohibited;
- b. Commercial Activities: Commercial development or industrial activity on the Covenant Area is prohibited;
- c. 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;
- d. Cutting 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 activities that are authorized by the 401 mitigation plan approved by the Ohio EPA and not inconsistent with the mitigation plan or purpose of this agreement;

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

Notwithstanding the restrictions set forth above, the following rights, uses, and activities of or by the OWNER or any of its successors in interest or assigns shall be permitted:

- a. Fee Access: the right to engage in all fee accessed recreational programs or recreational uses that are not prohibited by governmental statute or regulation, not expressly prohibited in this Environmental Covenant, and not inconsistent with the purpose of this Agreement;
- b. Enhancement: selective cutting or clearing of trees or vegetation for habitat enhancement and protection, fire protection, public safety, expansion and maintenance of trails, installation of wetland boardwalk and overlooks, creation, or preservation of vistas, or otherwise to preserve the present and planned condition of the Covenant Area;
- c. Recreation: the right to engage in any public educational activities that are not disruptive of the natural environment and are in compliance with all applicable federal, state and local statutes and regulations;
- d. Posting: the right to post all or a portion of the Covenant Area against trespassing and hunting.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name and address of the Transferee.

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

- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area which is free, clear and unencumbered;

c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests provided and to carry out all obligations under this Environmental Covenant; 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 of 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 Ohio EPA, pursuant to ORC §5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth in this Environmental Covenant, 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 in this Environmental Covenant and all other obligations under this Environmental Covenant. Amendment or termination shall not affect the Akron-Canton Regional Airport Authority's obligations pursuant to the 401 Certification.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder, and the Owner or Transferee of the Covenant Area, or 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 shall file such instrument for recording with the Summit County Fiscal Officer, 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 Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Summit County Fiscal Officer.

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 Summit County Fiscal Officer.

17. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; the Akron - Canton Regional Airport and any other person designated by Ohio EPA; see ORC



OHIO ENVIRONMENTAL PROTECTION AGENCY

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_, 2007

State of Ohio        )  
                          )        ss:  
County of Franklin )

Before me, a notary public, in and for said county and state, personally appeared \_\_\_\_\_, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

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



Akron – Canton Airport  
City of Green  
Belden Preservation Area 1

Situated in the City of Green, County of Summit and State of Ohio and known as being a part of the S.W. and S.E. Quarters of Section 34 (T-12, R-9) and more fully described as follows:

Beginning for reference at the southwest corner of the S.W. Quarter of said Section 34;

Thence N 89°55'26" E, 1991.20 feet along the southerly line of said Section 34 and southerly line of Summit County to a point, said point being on the centerline of Mount Pleasant Road, 60' R/W;

Thence N 00°04'34" W, 367.63 feet to the True Place of Beginning for the following described parcel;

Thence N 06°31'15" W, 181.46 feet to a point;

Thence N 09°42'10" E, 336.33 feet to a point;

Thence N 57°32'51" E, 172.65 feet to a point;

Thence S 79°40'55" E, 244.06 feet to a point;

Thence N 77°13'54" E, 366.39 feet to a point;

Thence S 50°39'50" E, 373.99 feet to a point;

Thence S 29°57'50" W, 174.93 feet to a point;

Thence N 49°17'14" W, 375.07 feet to a point;

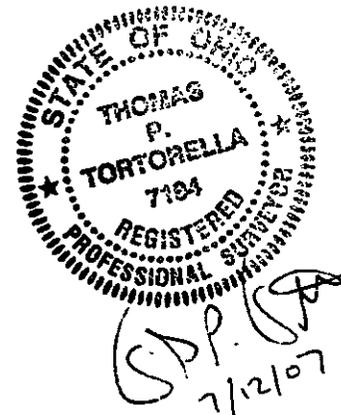
Thence S 62°36'50" W, 184.32 feet to a point;

Thence S 06°35'56" E, 517.46 feet to a point;

Thence S 88°16'47" W, 191.82 feet to a point;

Thence N 75°04'42" W, 414.85 feet the True Place of Beginning and containing 10.233 acres as calculated from records by Thomas P. Tortorella, P.S. No. 7194 for Floyd Browne Group in July, 2007.

Bearings are based on the south line of the S.W Quarter of Section 34 as shown on a Map of Survey S 89°55'26" W and recorded with Reception No. 55247489 of Summit County Records.



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Akron – Canton Airport  
City of Green  
Belden Preservation Area 2

Situated in the City of Green, County of Summit and State of Ohio and known as being a part of the N.W. and S.W. Quarters of Section 34 (T-12, R-9) and more fully described as follows:

Beginning for reference at the Center of said Section 34;

Thence N 89°50'30" W, 314.16 feet along the northerly line of the Southwest Quarter of Section 34 to a point and the True Place of Beginning for the following described parcel;

Thence S 27°48'44" E, 218.15 feet to a point;

Thence S 69°42'56" E, 146.43 feet to a point;

Thence S 05°12'24" W, 33.56 feet to a point;

Thence N 76°09'04" W, 168.11 feet to a point;

Thence N 54°37'24" W, 129.98 feet to a point;

Thence N 72°59'06" W, 114.59 feet to a point;

Thence N 44°52'07" W, 71.95 feet to a point;

Thence N 87°37'37" W, 56.44 feet to a point;

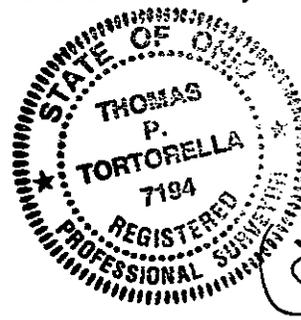
Thence N 02°07'45" W, 106.56 feet to a point;

Thence S 89°28'29" E, 238.24 feet to a point;

Thence S 27°48'44" E, 33.37 feet to the True Place of Beginning and containing 1.309 acres as calculated from records by Thomas P. Tortorella, P.S. No. 7194 for Floyd Browne Group in July, 2007.

Bearings are based on the south line of the S.W. Quarter of Section 34 as shown on a Map of Survey S 89°55'26" W and recorded with Reception No. 55247489 of Summit County Records.

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*T.P. Tortorella*  
7/12/07



Akron – Canton Airport  
City of Green  
Belden Preservation Area 3

Situated in the City of Green, County of Summit and State of Ohio and known as being a part of the N.E. and S.E. Quarters of Section 34 (T-12, R-9) and more fully described as follows:

Beginning for reference at the Center of Section 34;

Thence S 89°59'13" E, 166.09 feet along the northerly line of the Southeast Quarter of Section 34 to a point and the True Place of Beginning for the following described parcel;

Thence N 00°13'26" W, 90.51 feet to a point;

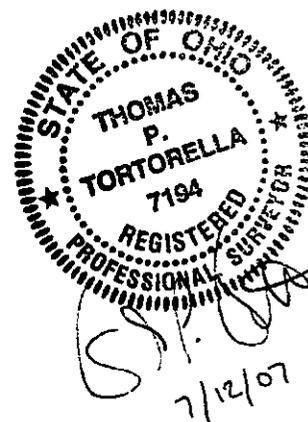
Thence S 89°59'13" E, 148.99 feet to a point;

Thence S 17°45'40" W, 251.66 feet to a point;

Thence N 89°12'02" W, 71.29 feet to a point;

Thence N 00°13'26" W, 148.19 feet to the True Place of Beginning and containing 0.605 acres, as calculated from records by Thomas P. Tortorella, P.S. No. 7194 for Floyd Browne Group in July, 2007.

Bearings are based on the south line of the S.W Quarter of Section 34 as shown on a Map of Survey S 89°55'26" W and recorded with Reception No. 55247489 of Summit County Records.



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Akron – Canton Airport  
City of Green  
Preservation Area 4

Situated in the City of Green, County of Summit and State of Ohio and known as being a part of the North Half of Section 34 (T-12, R-9) and more fully described as follows:

Beginning for reference at the Center of said Section 34;

Thence S 89°59'13" E, 166.09 feet along the northerly line of the Southeast Quarter of Section 34 to a point;

Thence N 00°13'26" W, 90.51 feet to a point and the True Place of Beginning for the following described parcel;

Thence N 30°28'29" W, 120.40 feet to a point;

Thence N 47°36'09" W, 150.00 feet to a point;

Thence N 24°35'02" W, 135.00 feet to a point;

Thence N 43°59'08" W, 165.00 feet to a point;

Thence N 01°16'59" W, 100.00 feet to a point;

Thence N 18°42'31" W, 110.00 feet to a point;

Thence N 36°21'42" W, 200.00 feet to a point;

Thence N 85°15'42" W, 230.00 feet to a point;

Thence N 71°46'05" W, 281.28 feet to a point;

Thence N 29°35'50" W, 620.65 feet to a point on the northerly line of property conveyed to the City of Green as recorded in Volume 1444, Page 255 of Summit County Records;

Thence S 89°43'54" E, 725.00 feet along said northerly line to a point;

Thence S 00°20'55" W, 24.65 feet to a point;

Thence S 89°45'12" E, 60.00 feet to a point;

Thence S 29°27'29" E, 205.00 feet to a point;

Preservation Area 4  
Page 2 of 2

Thence S 01°39'41" W, 210.00 feet to a point;

Thence S 06°43'11" E, 250.00 feet to a point;

Thence S 28°53'31" E, 455.00 feet to a point;

Thence S 36°20'20" E, 100.00 feet to a point;

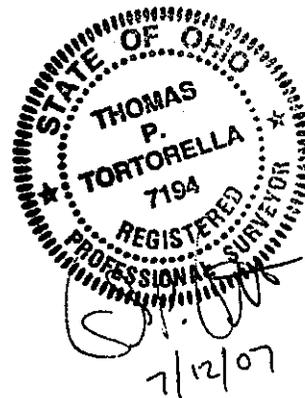
Thence S 41°54'02" E, 160.00 feet along to a point;

Thence S 47°53'23" E, 140.00 feet along to a point;

Thence S 27°07'17" E, 113.97 feet along to a point on the southerly of the City of Green Property as aforesaid;

Thence N 89°59'13" W, 148.99 feet along said southerly line to the True Place of Beginning and containing 11.911 acres, more or less, as calculated by Thomas P. Tortorella, P.S. No. 7194 for Floyd Browne Group in June, 2007.

Bearings are based on the south line of the S.W Quarter of Section 34 as shown on a Map of Survey S 89°55'26" W and recorded with Reception No. 55247489 of Summit County Records.



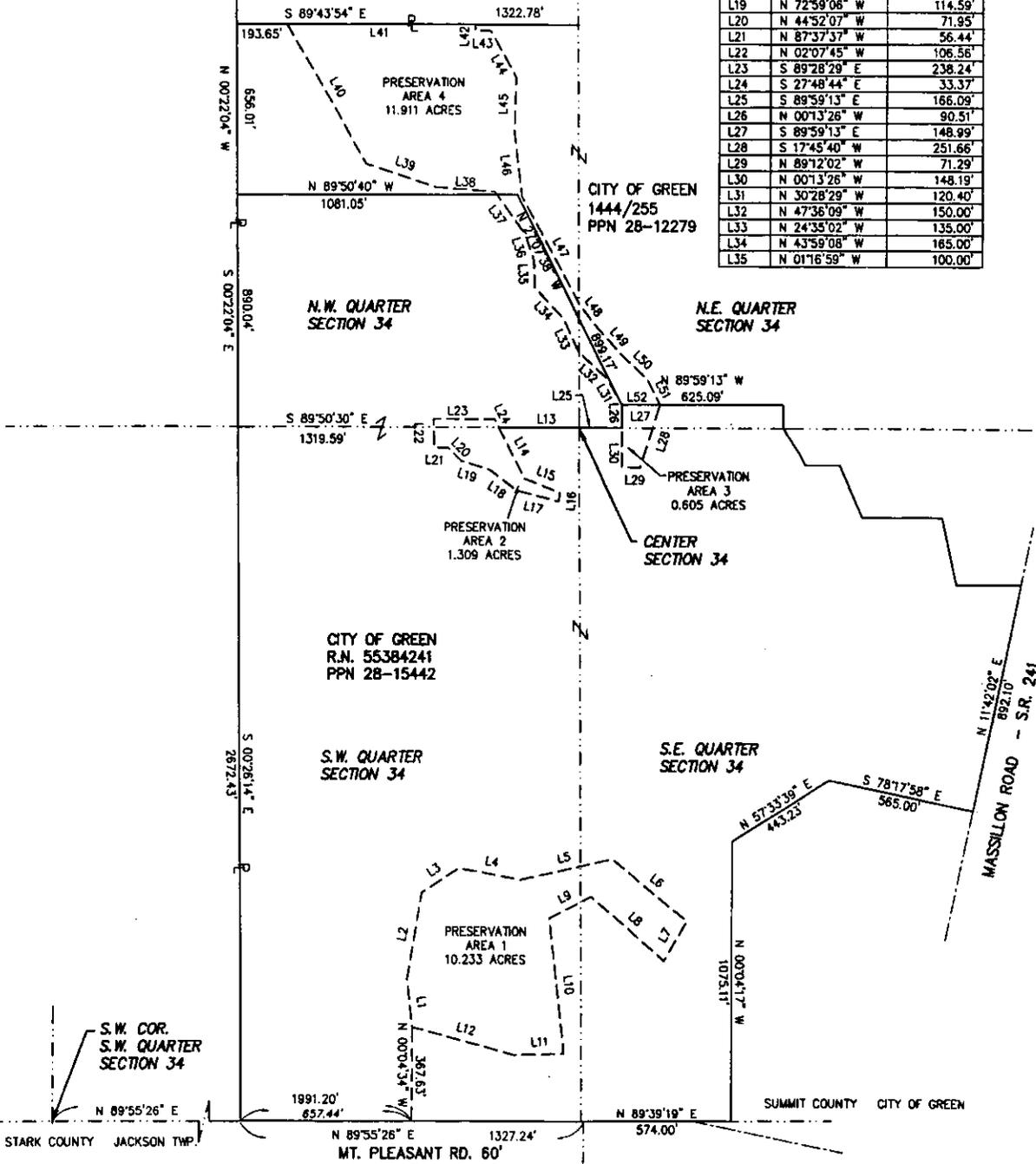
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Bearings are based on the south line of the S.W. Quarter of Section 34 as shown on a Map of Survey S 89°55'26" W and recorded with Reception No. 55247489 of Summit County Records.

LINE	BEARING	DISTANCE
L36	N 18°42'31" W	110.00'
L37	N 36°21'42" W	200.00'
L38	N 85°15'42" W	230.00'
L39	N 71°46'05" W	281.28'
L40	N 29°35'50" W	620.65'
L41	S 89°43'54" E	725.00'
L42	S 00°20'55" W	24.65'
L43	S 89°45'12" E	60.00'
L44	S 29°27'29" E	205.00'
L45	S 01°39'41" W	210.00'
L46	S 06°43'11" E	250.00'
L47	S 28°53'31" E	455.00'
L48	S 36°20'20" E	100.00'
L49	S 41°54'02" E	160.00'
L50	S 47°53'23" E	140.00'
L51	S 27°07'17" E	113.97'
L52	N 89°59'13" W	148.99'

LINE	BEARING	DISTANCE
L1	N 06°31'15" W	181.46'
L2	N 09°42'10" E	336.33'
L3	N 57°32'51" E	172.65'
L4	S 79°40'55" E	244.06'
L5	N 77°13'54" E	366.39'
L6	S 50°39'50" E	373.99'
L7	S 29°57'50" W	174.93'
L8	N 49°17'14" W	375.07'
L9	S 62°36'50" W	184.32'
L10	S 06°35'56" E	517.46'
L11	S 88°16'47" W	191.82'
L12	N 75°04'42" W	414.85'
L13	N 89°50'30" W	314.16'
L14	S 27°48'44" E	218.15'
L15	S 89°42'56" E	146.43'
L16	S 05°12'24" W	33.56'
L17	N 76°09'04" W	168.11'
L18	N 54°37'24" W	129.98'
L19	N 72°59'06" W	114.59'
L20	N 44°52'07" W	71.95'
L21	N 87°37'37" W	56.44'
L22	N 02°07'45" W	106.56'
L23	S 89°28'29" E	238.24'
L24	S 27°48'44" E	33.37'
L25	S 89°59'13" E	166.09'
L26	N 00°13'26" W	90.51'
L27	S 89°59'13" E	148.99'
L28	S 17°45'40" W	251.66'
L29	N 89°12'02" W	71.29'
L30	N 00°13'26" W	148.19'
L31	N 30°28'29" W	120.40'
L32	N 47°36'09" W	150.00'
L33	N 24°35'02" W	135.00'
L34	N 43°59'08" W	165.00'
L35	N 01°16'59" W	100.00'



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MAP TO ACCOMPANY LEGAL DESCRIPTIONS  
 SITUATED IN:  
 THE CITY OF GREEN, COUNTY OF SUMMIT,  
 STATE OF OHIO  
 PART OF:  
 SECTION 34 (T-12, R-9) FORMERLY  
 GREEN TOWNSHIP