



CLERK OF COUNCIL AMHERST, OHIO

OFFICE OF THE
CLERK OF COUNCIL
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LINDA TURLEY
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AMHERST, OH 44001
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AMHERST COUNCIL COMMITTEE MEETINGS SCHEDULE FOR February 20, 2017

- A-17-11 Authorization for the CIC to develop City property.
- A-17-12 An ordinance creating within the City of Amherst, Ohio a Department of Information Technology; and declaring an emergency.
- A-17-13 Approval of an easement agreement between Amherst Exempted Village Schools and the City of Amherst for the Ohio Turnpike Storm Water Mitigation Project.

Executive	February 20, 2017 at 7:00 PM	A-17-12
Ordinance	February 20, 2017 at 7:05 PM	A-17-11
Bldg&Lands	February 20, 2017 at 7:10 PM	A-17-13

Linda Turley
Council Clerk

City of Amherst
Request for Legislative Action Report

Agenda Number A - 17-13

Committee Build & Lands

Date: February 16, 2017

Submitted by: Mark Costilow, Mayor

Subject: Approval of an easement agreement between Amherst Exempted Village Schools and the City of Amherst for the Ohio Turnpike Storm Water Mitigation project.

Amount: \$

Account #:

Information:

RECEIVED: 2/17/17

CLERK:


Linda Turley

RECEIVED: 2/17/17

PRESIDENT:


John Dietrich, Council President

Referred to the following committee:

Finance/Grants _____

Building & Lands _____

Streets _____

Community Development _____

Executive & Insurance _____

Ordinance _____

Utilities _____

Recycling _____

Technology _____

Police & Fire _____

Annexation _____

Committee of the Whole _____

Special Committee _____

Final Action Taken by Committee:

Signature of Chairperson

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2016 by and between the CITY OF AMHERST, OHIO (the "City"), a municipal corporation, and AMHERST EXEMPTED VILLAGE SCHOOLS ("School"), a public school system, together referred to as "the Parties",

WITNESSETH:

WHEREAS, the School owns the real property commonly known as Shupe Elementary School and more specifically identified by the Lorain County Auditor's permanent parcel numbers 05-00-025-104-013 and 05-00-025-104-006 together consisting of approximately 5.02 acres of land (the "School Property"); and

WHEREAS, the City has an existing 10" sanitary sewer line on the School Property; and

WHEREAS, the City desires an easement within an area on either side of the existing sanitary sewer line as more particularly described as the Storm and Sanitary Easement in "Exhibit A" attached for the purpose of maintaining, repairing and replacing when necessary the existing sanitary sewer line and for the additional purpose of installing, constructing, repairing and replacing when necessary certain storm water connections, piping and related infrastructure as part of the project shown in the plans entitled "Proposed Stormwater Management Basin" attached hereto "Exhibit D"; and

WHEREAS, the City will apply to the Ohio Department of Transportation ("ODOT") for funding to construct storm water management improvements, including a bio-retention area, rain garden and detention basins and related improvements as part of the Ohio Turnpike Mitigation Program within an area adjacent to the Storm and Sanitary Easement and more particularly

described as the Storm Easement in "Exhibit B" attached, and if funding is granted the City proposes to construct the improvements shown on "Exhibit D" partially within the Storm and Sanitary Easement and the Storm Easement which improvements are referred to herein as the "Project"); and

WHEREAS, both the Storm and Sanitary Easement and the Storm Easement areas are shown on the attached plan entitled "Existing Conditions and Easement Plan" attached hereto as "Exhibit C"; and

WHEREAS, it is necessary for the City and the School to enter into a written agreement whereby the School agrees to convey the easements as described herein;

WHEREAS, the School is willing to grant easements to the City upon the School Property for the Project within the Storm and Sanitary Easement and the Storm Easement for such purposes upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties do hereby agree as follows:

1. Grant of Easements. Upon the terms and conditions hereinafter set forth, the School agrees to grant to the City easements for:

A. Maintaining, inspecting, operating, repairing, removing and replacing when necessary the existing sanitary sewer line and for the additional purpose of constructing, installing, maintaining, inspecting, operating, repairing, removing and replacing when necessary certain storm water connections, piping and related infrastructure as part of the project shown in the plans entitled "Proposed Stormwater Management Basin" attached hereto "Exhibit D" within

the Storm and Sanitary Easement area as provided in the Storm and Sanitary Easement Agreement attached hereto as "Exhibit E"; and

B. Constructing, installing, inspecting, maintaining, operating, repairing, removing and replacing when necessary within the Storm Easement area storm water management improvements, including a bio-retention area, rain garden and detention basins and related improvements as part of the Ohio Turnpike Mitigation Program as shown in the plans entitled "Proposed Stormwater Management Basin" attached hereto "Exhibit D" within the Storm Easement area as provided in the Storm Easement Agreement attached hereto as "Exhibit F".

2. Maintenance Obligations. The City, at no cost to the School, shall at all times cause the improvements in the Storm and Sanitary Easement area and the Storm Easement area to be in good condition, order and repair.

3. Manner of Work. All work, whether in the nature of erection, construction, installation, alteration, maintenance or repair, permitted or required to be made by the City in the Storm and Sanitary Easement area and the Storm Easement area shall be performed and completed at no cost or expense to the School in a first class and workmanlike manner, promptly, efficiently and competently by duly qualified and, if necessary, licensed persons or entities, and in accordance with all applicable laws, ordinances, rules, rulings, regulations and requirements of any governmental authority having jurisdiction over the work. Prior to commencing any of such work, the City, at the City's sole cost and expense, shall obtain all permits and authorizations required pursuant to any legal requirements.

4. Damage to School Property. If the School Property is damaged by the City or any of its respective employees, representatives, agents, officials, contractors, licensees or invitees, arising out of or as a result of the Project or by the rights granted to the City by this

Agreement or in the Easements, or as a result of the existence of the Project, then the City shall promptly repair such damage and restore the School Property.

5. Insurance. At all times after the execution of this Agreement, the City, at its own cost and expense, will obtain and keep in force, in a good and solvent insurance company or companies licensed to do business in the State of Ohio, selected by the City, liability insurance, on an occurrence basis, insuring against any and all claims for injuries to persons or loss or damage to property, including insurance against assumed or contractual liability, in a combined single limit of not less than the Minimum Coverage (as hereinafter defined) for the Storm and Sanitary Easement area and the Storm Easement area. Each policy evidencing such insurance shall designate the School as an additional insured. A copy of each policy providing such coverage shall be provided to the School upon request.

6. Use of Premises. This Agreement does not give to the City the right to use the School Property for any purpose other than those specifically permitted herein.

7. Interest in Property. The City hereby acknowledges that this Agreement provides that the School grant the City easements only for the exclusive purposes set forth in the easements, and does not grant to the City any interest in or to the School Property other than as granted in the easements.

8. Notices. Any notice required or intended to be given to any party under the terms of this Agreement shall be in writing and shall be deemed duly given when delivered personally or when deposited in the United States mail, certified or registered, return receipt requested, with postage prepaid, or when delivered prepaid to a reputable overnight courier which provides

written evidence of receipt, addressed to the pertinent party at the following addresses or at such other addresses as the parties may hereafter designate by notice given pursuant to this section:

If to City: City of Amherst
Attention: Safety-Service Director
206 South Main Street
Amherst, Ohio 44001

If to School: Amherst Exempted Village Schools
Attention: Superintendent
185 Forest Street
Amherst, OH 44001

9. Survival of Covenants. The covenants, agreements and obligations established by this Agreement shall survive the grant of the easements provided for in this Agreement and shall remain in effect until the easements are extinguished by agreement of the Parties or by operation of law.

10. Contingency. This Agreement is contingent upon the City obtaining funding from the Ohio Department of Transportation under the Turnpike Mitigation Program for the cost of the Project.

11. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

THE PARTIES HERETO have executed this Agreement as of the date first above written.

CITY OF AMHERST, OHIO

By:

John Jeffries, Safety/Service Director

AMHERST EXEMPTED VILLAGESCHOOLS

By: _____

Approved as to form by:

Anthony R. Pecora, Director of Law

GRANT OF EASEMENT
[STORM AND SANITARY EASEMENT]

THIS GRANT OF EASEMENT, is made and entered into this ____ day of _____, 201__, by AMHERST EVSD BOARD OF EDUCATION, an Ohio exempt village school district, hereinafter called "Grantor", and the CITY OF AMHERST, OHIO, an Ohio municipal corporation, hereinafter called "Grantee".

WHEREAS, Grantor is the owner of the following described real estate (the "School Property"):

Permanent Parcel Nos.:	05-00-025-104-013 05-00-025-104-006
Address:	600 Shupe Avenue Amherst, OH 44001

and;

WHEREAS, Grantor desires to convey certain rights of use to Grantee in and over the School Property and does hereby grant and convey unto the Grantee and its successors in interest a permanent easement which easement shall be appurtenant to the School Property.

1. Rights of Use. This Grant of Easement shall be for the purposes of maintaining, inspecting, operating, repairing, removing and replacing when necessary the existing sanitary sewer line and for the additional purpose of constructing, installing, maintaining, inspecting, operating, repairing, removing and replacing when necessary certain storm water connections, piping and related infrastructure relating to the adjacent storm water management basin as described in an agreement between Grantor and Grantee which resulted in this Grant of Easement.

2. Storm and Sanitary Easement Area. This Grant of Easement shall apply to the entire Storm and Sanitary Easement Area consisting of 0.250 acres as described in "Exhibit A" attached hereto.

3. Non-Exclusive Use. The rights and privileges granted hereunder are non-exclusive, and Grantor and its successors in interest retain the possessor right to the easement area and may use the easement area for any lawful purposes, provided that said purposes do not

interfere with rights to the uses granted hereunder to Grantee.

4. Restoration of Property. If the School Property is damaged by the Grantee or any of its respective employees, representatives, agents, officials, contractors, licensees or invitees, arising out of or as a result of the exercise of the rights granted in this easement or by the agreement between the parties which resulted in this Grant of Easement then the Grantee shall promptly repair such damage and restore the School Property.

5. Duration of Easement. The provisions of this easement shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

6. Amendment. The provisions of this easement may be amended in whole or in part by the parties or their respective successor and assigns.

7. Construction. This easement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the day indicated opposite their names.

GRANTOR:

AMHERST EXEMPTED VILLAGE SCHOOLS

By: _____

STATE OF OHIO)
) ss:
COUNTY OF LORAIN)

Before me, a Notary Public, in and for said County and State, personally appeared the above named _____, the duly authorized representative of AMHERST EXEMPTED VILLAGE SCHOOLS, who acknowledged that he/she did sign the foregoing instrument and that the same is such persons free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 20__.

NOTARY PUBLIC

This Instrument Prepare By:
Frank S. Carlson, Esq.
O'TOOLE, McLAUGHLIN, DOOLEY & PECORA CO., LPA
5455 Detroit Road
Sheffield Village, Ohio 44054
(440) 930-4001

EXHIBIT A
SANITARY AND STROM EASEMENT AREA

Situated in the City of Amherst, County of Lorain, State of Ohio, known as being part of Original Amherst Township Lot Number 25, as described in deeds to Amherst EVSD Board of Education as recorded in Volume 601, Page 432 and Volume 602, Page 496 of the Lorain County Deed Records, and further described as follows:

Commencing at the intersection of the southerly right-of-way line of Shupe Avenue (50 feet) with the easterly right-of-way line of Ann Street (50 feet);

Thence North 25° 39' 12" East along the easterly right-of-way line of said Ann Street, a distance of 31.61 feet to the **True Place of Beginning** of land herein described;

A strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Course 1: Thence **South 66° 42' 47" East**, a distance of **220.03 feet** to an angle point;

Course 2: Thence **South 55° 33' 13" East**, a distance of **202.67 feet** to an angle point;

Course 3: Thence **South 02° 24' 13" West**, a distance of **107.42 feet** to an angle point;

Course 4: Thence **South 89° 27' 05" East**, a distance of **15.28 feet** to a point in the westerly line of a parcel of land as described in a deed to Anthony S. Syrowski as recorded in Instrument Number 2008-0262283 of the Lorain County Deed Records and the **True Place of Beginning**.

Containing within said bounds **0.250 of an acre** of land, be the same more or less, but subject to all legal highways and easements of record. All bearings are intended to describe angles only. The basis of bearings used was a portion of the easterly right-of-way line of Ann Street which was assumed to be North 25° 39' 12" East.

This instrument prepared from record information by Amy M. Kelly, P.S. 8469 for Bramhall Engineering & Surveying Company.

The above intends to describe the centerline of a 20 foot wide easement, over the sanitary sewer line, as it was installed, to the City of Amherst for storm and sanitary purposes through a portion of Lorain County Permanent Parcel Numbers 05-00-025-104-013 & 05-00-025-104-006.

GRANT OF EASEMENT
[STORM EASEMENT]

THIS GRANT OF EASEMENT, is made and entered into this ____ day of _____, 201__, by AMHERST EVSD BOARD OF EDUCATION, an Ohio exempt village school district, hereinafter called "Grantor", and the CITY OF AMHERST, OHIO, an Ohio municipal corporation, hereinafter called "Grantee".

WHEREAS, Grantor is the owner of the following described real estate (the "School Property"):

Permanent Parcel Nos.:	05-00-025-104-013 05-00-025-104-006
Address:	600 Shupe Avenue Amherst, OH 44001

and;

WHEREAS, Grantor desires to convey certain rights of use to Grantee in and over the School Property and does hereby grant and convey unto the Grantee and its successors in interest a permanent easement which easement shall be appurtenant to the School Property.

1. Rights of Use. This Grant of Easement shall be for the purposes of construction, installation, inspection, maintenance, operation, repair, removal and replacement as necessary of storm water management improvements, including bio-retention areas, rain gardens, detention basins and related improvements within the Storm Easement area and for access to the Storm Easement area for such purposes. To the extent reasonably possible access shall be over and upon the Storm and Sanitary Easement area under easement agreement entered into between the parties.

2. Storm Easement Area. This Grant of Easement shall apply to the entire Storm Easement area consisting of 0.318 acres as described in "Exhibit A" attached hereto.

3. Non-Exclusive Use. The rights and privileges granted hereunder are non-exclusive, and Grantor and its successors in interest retain the possessor right to the easement area and may use the easement area for any lawful purposes, provided that said purposes do not interfere with rights to the uses granted hereunder to Grantee.

4. Restoration of Property. If the School Property is damaged by the Grantee or any of its respective employees, representatives, agents, officials, contractors, licensees or invitees, arising out of or as a result of the exercise of the rights granted in this easement or by the agreement between the parties which resulted in this Grant of Easement then the Grantee shall promptly repair such damage and restore the School Property.

5. Duration of Easement. The provisions of this easement shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

6. Amendment. The provisions of this easement may be amended in whole or in part by the parties or their respective successor and assigns.

7. Construction. This easement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the day indicated opposite their names.

GRANTOR:

AMHERST EXEMPTED VILLAGE SCHOOLS

By: _____

STATE OF OHIO)
) ss:
COUNTY OF LORAIN)

Before me, a Notary Public, in and for said County and State, personally appeared the above named _____, the duly authorized representative of AMHERST EXEMPTED VILLAGE SCHOOLS, who acknowledged that he/she did sign the foregoing instrument and that the same is such persons free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 20____.

NOTARY PUBLIC

This Instrument Prepare By:
Frank S. Carlson, Esq.
O'TOOLE, McLAUGHLIN, DOOLEY & PECORA CO., LPA
5455 Detroit Road
Sheffield Village, Ohio 44054
(440) 930-4001

EXHIBIT A
STORM EASEMENT AREA

Situated in the City of Amherst, County of Lorain, State of Ohio, known as being part of Original Amherst Township Lot Number 25, as described in deeds to Amherst EVSD Board of Education as recorded in Volume 601, Page 432 and Volume 602, Page 496 of the Lorain County Deed Records, and further described as follows:

Commencing at the intersection of the southerly right-of-way line of Shupe Avenue (50 feet) with the easterly right-of-way line of Ann Street (50 feet);

Thence North 25° 39' 12" East along the easterly right-of-way line of said Ann Street, a distance of 41.62 feet to a point;

Thence South 66° 42' 47" East, a distance of 88.09 feet to the **True Place of Beginning** of land herein described;

Course 1: Thence **North 23° 18' 25" East**, a distance of **41.18 feet** to an angle point;

Course 2: Thence **South 77° 12' 06" East**, a distance of **19.52 feet** to an angle point;

Course 3: Thence **North 29° 46' 52" West**, a distance of **16.55 feet** to an angle point;

Course 4: Thence **North 60° 13' 08" East**, a distance of **10.00 feet** to an angle point;

Course 5: Thence **South 29° 46' 52" East**, a distance of **19.04 feet** to an angle point;

Course 6: Thence **South 69° 16' 38" East**, a distance of **90.18 feet** to an angle point;

Course 7: Thence **South 57° 52' 45" East**, a distance of **127.16 feet** to an angle point;

Course 8: Thence **South 32° 32' 51" East**, a distance of **12.30 feet** to an angle point;

Course 9: Thence **South 04° 57' 41" East**, a distance of **15.49 feet** to an angle point;

Course 10: Thence **South 35° 29' 35" West**, a distance of **39.66 feet** to an angle point;

Course 11: Thence **North 55° 33' 13" West**, a distance of **121.87 feet** to an angle point;

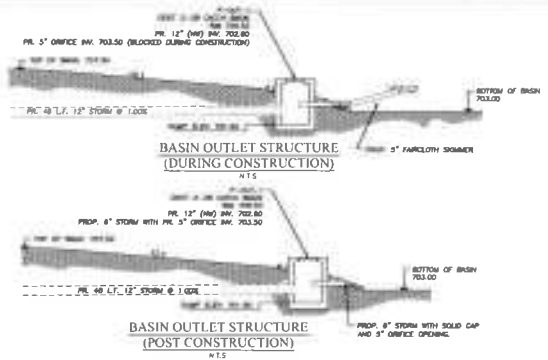
Course 12: Thence **North 66° 42' 47" West**, a distance of **132.50 feet** to the **True Place of Beginning**.

Containing within said bounds **0.318 of an acre** of land, be the same more or less, but subject to all legal highways and easements of record. All bearings are intended to describe angles only. The basis of bearings used was a portion of the easterly right-of-way line of Ann Street which was assumed to be North 25° 39' 12" East.

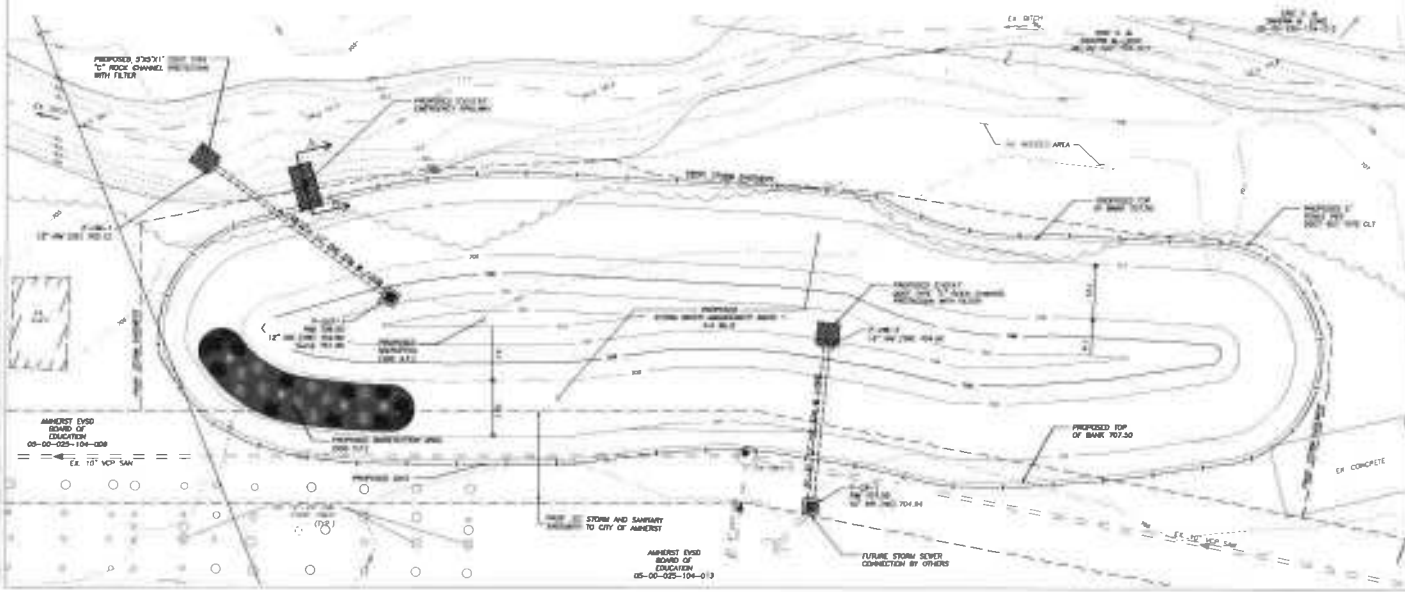
This instrument prepared from record information by Amy M. Kelly, P.S. 8469 for Bramhall Engineering & Surveying Company.

The above intends to describe an easement to the City of Amherst for storm purposes through a portion of Lorain County Permanent Parcel Numbers 05-00-025-104-013 & 05-00-025-104-006.

PROPOSED STORM STRUCTURE TABLE			
Structure Name	RM	DIAMETER	CONSTRUCTION INFORMATION
P-02-1	RM 707.50	15" PVC (4E) DIA: 704.94	R: 82820.91 C: 204501.29
P-03-1	RM 702.12	12" PVC (3E) DIA: 702.12	R: 828175.33 C: 2044981.82
P-04-1	RM 704.50	15" PVC (3E) DIA: 704.50	R: 828208.48 C: 2045086.30
P-05-1	RM 702.80	12" PVC (4E) DIA: 702.80	R: 828133.89 C: 2044983.58



SMALLEST BASIN DESIGN CRITERIA
 DRAINAGE AREA = 2.72 ACRES
 DISTURBED AREA = 0.475 ACRES
 REQUIRED SETTLEMENT VOLUME = 13.72 ACRES(1000 CF/ACRE) = 13720 CF
 REQUIRED SETTLEMENT STORAGE VOLUME = (0.475 ACRES)(1000 CF/ACRE) = 475 CF



TURNPIKE MITIGATION STORMWATER MANAGEMENT BASIN
 S:\M\JTS
 JTS

**Storm Easement
November 2016**

**Legal Description
0.318 of an Acre**

Situated in the City of Amherst, County of Lorain, State of Ohio, known as being part of Original Amherst Township Lot Number 25, as described in deeds to Amherst EVSD Board of Education as recorded in Volume 601, Page 432 and Volume 602, Page 496 of the Lorain County Deed Records, and further described as follows:

Commencing at the intersection of the southerly right-of-way line of Shupe Avenue (50 feet) with the easterly right-of-way line of Ann Street (50 feet);

Thence North 25° 39' 12" East along the easterly right-of-way line of said Ann Street, a distance of 41.62 feet to a point;

Thence South 66° 42' 47" East, a distance of 88.09 feet to the **True Place of Beginning** of land herein described;

Course 1: Thence **North 23° 18' 25" East**, a distance of **41.18 feet** to an angle point;

Course 2: Thence **South 77° 12' 06" East**, a distance of **19.52 feet** to an angle point;

Course 3: Thence **North 29° 46' 52" West**, a distance of **16.55 feet** to an angle point;

Course 4: Thence **North 60° 13' 08" East**, a distance of **10.00 feet** to an angle point;

Course 5: Thence **South 29° 46' 52" East**, a distance of **19.04 feet** to an angle point;

Course 6: Thence **South 69° 16' 38" East**, a distance of **90.18 feet** to an angle point;

Course 7: Thence **South 57° 52' 45" East**, a distance of **127.16 feet** to an angle point;

**Storm Easement
November 2016**

**Legal Description
0.318 of an Acre**

- Course 8:** Thence **South 32° 32' 51" East**, a distance of **12.30 feet** to an angle point;
- Course 9:** Thence **South 04° 57' 41" East**, a distance of **15.49 feet** to an angle point;
- Course 10:** Thence **South 35° 29' 35" West**, a distance of **39.66 feet** to an angle point;
- Course 11:** Thence **North 55° 33' 13" West**, a distance of **121.87 feet** to an angle point;
- Course 12:** Thence **North 66° 42' 47" West**, a distance of **132.50 feet** to the **True Place of Beginning**.

Containing within said bounds **0.318 of an acre** of land, be the same more or less, but subject to all legal highways and easements of record. All bearings are intended to describe angles only. The basis of bearings used was a portion of the easterly right-of-way line of Ann Street which was assumed to be North 25° 39' 12" East.

This instrument prepared from record information by Amy M. Kelly, P.S. 8469 for Bramhall Engineering & Surveying Company.

The above intends to describe an easement to the City of Amherst for storm purposes through a portion of Lorain County Permanent Parcel Numbers 05-00-025-104-013 & 05-00-025-104-006.

**20' Storm & Sanitary Easement
November 2016**

**Legal Description
0.250 of an Acre**

Situated in the City of Amherst, County of Lorain, State of Ohio, known as being part of Original Amherst Township Lot Number 25, as described in deeds to Amherst EVSD Board of Education as recorded in Volume 601, Page 432 and Volume 602, Page 496 of the Lorain County Deed Records, and further described as follows:

Commencing at the intersection of the southerly right-of-way line of Shupe Avenue (50 feet) with the easterly right-of-way line of Ann Street (50 feet);

Thence North 25° 39' 12" East along the easterly right-of-way line of said Ann Street, a distance of 31.61 feet to the **True Place of Beginning** of land herein described;

A strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Course 1: Thence **South 66° 42' 47" East**, a distance of **220.03 feet** to an angle point;

Course 2: Thence **South 55° 33' 13" East**, a distance of **202.67 feet** to an angle point;

Course 3: Thence **South 02° 24' 13" West**, a distance of **107.42 feet** to an angle point;

Course 4: Thence **South 89° 27' 05" East**, a distance of **15.28 feet** to a point in the westerly line of a parcel of land as described in a deed to Anthony S. Syrowski as recorded in Instrument Number 2008-0262283 of the Lorain County Deed Records and the **True Place of Beginning**.

Containing within said bounds **0.250 of an acre** of land, be the same more or less, but subject to all legal highways and easements of record. All bearings are intended to describe angles only. The basis of bearings used was a portion of the easterly right-of-way line of Ann Street which was assumed to be North 25° 39' 12" East.

**20' Storm & Sanitary Easement
November 2016**

**Legal Description
0.250 of an Acre**

This instrument prepared from record information by Amy M. Kelly, P.S. 8469 for Bramhall Engineering & Surveying Company.

The above intends to describe the centerline of a 20 foot wide easement, over the sanitary sewer line, as it was installed, to the City of Amherst for storm and sanitary purposes through a portion of Lorain County Permanent Parcel Numbers 05-00-025-104-013 & 05-00-025-104-006.