ORDINANCE NO. 94-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DECLARATION OF MUTUAL EASEMENTS AND COOPERATION AGREEMENT WITH THE BOARD OF EDUCATION OF THE MEDINA CITY SCHOOL DISTRICT RELATIVE TO THE REAGAN PARK / ELIZA NORTHROP CONNECTOR TRAIL PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into a Declaration of Mutual Easements and Cooperation Agreement with the Board of Education of the Medina City School District for the Reagan Park / Eliza Northrop Connector Trail Project.
- SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin work on this project as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED:	June 24, 2019	SIGNED: John M. Coyne, III President of Counci	
ATTEST:	Kathy Patton Clerk of Council	APPROVED: <u>June 25, 2019</u>	
		SIGNED: Dennis Hanwell	
		Mayor	

Ord 94-19

DECLARATION OF MUTUAL EASEMENTS AND COOPERATION AGREEMENT

This Declaration of Mutual Easements and Cooperation Agreement (the "Agreement") is made and entered into as of this 25th day of 7019, by and between the Board of Education of the Medina City School District, a City School District and political subdivision of the State of Ohio ("School"), and the City of Medina, Medina County, Ohio, a political subdivision of the State of Ohio ("City") (individually a "Party" and collectively the "Parties").

RECITALS

- A. City is the owner of approximately 182.77 acres of real property located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-11-101 (the "City Property"). The City Property is more fully described in Exhibit A, attached hereto and incorporated herein by reference. The City Property is part of Reagan Park.
- B. The School is the owner of approximately 7.4516 acres of real property which is located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-07-086 (the "School Property"). The School Property is more fully described in Exhibit B, attached hereto and incorporated herein by reference. Eliza Northrop Elementary School is located on the School Property.
- C. City has agreed to convey an easement across a portion of the City Property to School. This easement shall be used for School's construction and ongoing use of a connector trail between the existing parking lot at Eliza Northrop Elementary School and a parking lot at Reagan Park, for the mutual benefit of the Parties. The Parties further wish to convey mutual easements to each other for the use of the parking lots on their respective properties, which will be connected by the trail.
- D. The easement area is depicted in a survey prepared by Environmental Design Group which is attached hereto at Exhibit C and incorporated herein by reference (the "Easement Area"). The easement area shall encompass 0.6173 acres and is more fully described in Exhibit

D, attached hereto and incorporated herein by reference (the "Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. The Connector Trail

- A. <u>Installation of Connector Trail</u>. School, at its sole expense, shall install a trail for the purpose of pedestrian ingress and egress in the Easement Area ("the "Connector Trail") between the parking lot on the City Property which is identified on Exhibit C and the parking lot on the School Property. The materials used for the Connector Trail, the timeline for construction of the Connector Trail, and the precise location of the Connector Trail within the Easement Area shall be agreed to by the Parties before the commencement of construction.
- B. Grant of Easement. City hereby grants a permanent, non-exclusive easement upon, across and over the Easement Area to School, and its tenants, licensees, and invitees for the purposes stated herein. The Parties, their tenants, licensees, and invitees, shall each have the right to use and enjoy the Easement Area, including the Connector Trail, for the purpose of pedestrian ingress and egress to and from the School Property and the City Property. This Connector Trail easement shall also include the right to make all necessary repairs, maintenance and replacement of the Connector Trail.
- C. <u>Maintenance</u>. All maintenance (including snow removal), repair, and replacement of the Connector Trail, shall be performed by School at its sole expense, unless it is determined that the maintenance, repair, or replacement is due to the negligence of City, its tenants, licensees or invitees. In such event, the maintenance, repair, or replacement shall be at City's expense. The Connector Trail shall at all times be kept and maintained in a good condition and state of repair.

2. Parking Lots

A. <u>Grant of Parking Easement</u>. School grants to City a permanent, non-exclusive easement upon, across and over the parking lot located on the School Property for the limited purpose of allowing the City's park patrons, who wish to utilize the Connector Trail, to park vehicles in or otherwise traverse across the School's parking lot.

City grants to School, its tenants, licensees, or invitees, a permanent, non-exclusive easement upon, across and over the parking lot located on the City Property. The purpose of this easement is to allow School to access the City

parking lot in order to perform any needed maintenance, repairs, or replacements in the Easement Area and to provide additional vehicular parking for School's use.

The parking lot owned by City shall be subject to reasonable regulation and control by City. City may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as City, in its sole discretion, deems appropriate. City shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by City.

Similarly, the parking lot owned by School shall be subject to reasonable regulation and control by School. School may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as School, in its sole discretion, deems appropriate. School shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by School.

3. Termination of Easements

Notwithstanding anything to the contrary herein, if either School or City transfers, sells, or conveys their respective properties, or any part of their respective properties, to a third party, the non-transferring party shall have the option of unilaterally terminating this Easement. If the non-transferring party elects to terminate this Easement, it shall record a "Notice of Termination of Easement" and provide a copy of the notice to the other party. This Agreement may also be terminated by the recording of a release, executed by the Parties.

4. Insurance

Each Party benefitting from the easements granted by this Agreement shall ensure that they maintain adequate policies of insurance on their respective properties that contain a provision protecting the insured from any and all liability resulting from the use of the easements granted by this Agreement by that Party, its licensees, invitees or agents.

5. Successors and Assigns

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors and assigns.

[Signature Page to Follow]

Executed by the Board of Educ President on	cation of the Medina City School District, by Ron Ross, its _, 2019.
	Board of Education of the Medina City School District
	By: Ron Ross Its: President
State of Ohio County of Medina	
The foregoing instrument was acknowl 2019, by Ron Ross, President of the Bo	edged before me this day of, oard of Education of the Medina City School District.
	Notary Public
Executed by the City of Medina	, by Dennis Hanwell, its Mayor on June 25, 2019.
	By: Dennis Hanwell Its: Mayor
State of Ohio County of Medina	•
The foregoing instrument was acknowle Hanwell, Mayor of the City of Medina.	edged before me this <u>25th</u> day of June, 2019, by Dennis Shary O. Communication Notary Public
This instrument prepared by: Amy L. Demlow Critchfield, Critchfield & Johnston, Ltd. 1996 Foote Road Medina. Ohio 44256	

SHERRY A. CROW

Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24





ACCESS EASEMENT TO MEDINA CITY SCHOOLS LEGAL DESCRIPTION 0,6173 ACRE EASEMENT

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 496 and being part of the lands conveyed to the City of Medina by deed in Deed Volume 358, Page 495 of Medina County Records, said parcel being more fully described as follows:

Beginning at an easterly corner of Medina City Lot No. 9073 as shown in Plat Document Number 2008PL000013 and on the southwesterly right-of-way line of East Reagan Parkway (R/W width varies) as dedicated in Plat Document Number 1998PL000012 of Medina County Records;

Thence South 35°-05'-12" West, 140.00 feet along a southeasterly line of said City Lot 9073; thence South 55°-27'-29" West, 207.94 feet along a southeasterly line of said City Lot 9073; thence South 89°-13'-51" West, 264.97 feet along a southerly line of said City Lot 9073, said point also being the TRUE PLACE OF BEGINNING for the easement area herein described;

COURSE NO. 1:	Thence South 00°-05'-56" East, 13.41 feet to a point;
COURSE NO. 2:	Thence South 12°-04'-04" East, 118.12 feet to a point;
COURSE NO. 3:	Thence South 50°-29'-16" West, 95.48 feet to a point;
COURSE NO. 4.	Thence South 11°-53'-20" East, 73.59 feet to a point;
COURSE NO. 5:	Thence South 17°-10'-42" West, 17.63 feet to a point;
COURSE NO. 6:	Thence South 14°-21'-38" East, 15.54 feet to a point;
COURSE NO. 7:	Thence South 75°-38'-22" West, 5.00 feet to a point;
COURSE NO. 8:	Thence North 77°-40'-47" West, 12.35 feet to a point;
COURSE NO. 9:	Thence North 84°-57'-59" West, 18.86 feet to a point;
COURSE NO. 10:	Thence North 05°-06'-23" East, 17.94 feet to a point;
COURSE NO. 11:	Thence North 85°-50'-19" West, 77.74 feet to a point;



April 19, 2019

ACCESS EASEMENT TO MEDINA CITY SCHOOLS LEGAL DESCRIPTION 0.6173 ACRE EASEMENT

COURSE NO. 12: Thence North 04°-09'-41" East, 9.86 feet to a point;

COURSE NO. 13: Thence North 71°-07'-44" West, 72.06 feet to a point;

COURSE NO. 14: Thence northwesterly along an arc of a curve to the right, having an arc length of 46.02 feet,

a central angle of 126°-20'-16", a radius of 20.87 feet, and a chord bearing North 38°-53'-55"

West, 37.25 feet to a point;

COURSE NO. 15: Thence North 01°-47'-57" East, 45.69 feet to a point;

COURSE NO. 16: Thence northeasterly along an arc of a curve to the right, having an arc length of 128.44 feet,

a central angle of 126°-13'-53", a radius of 58.30 feet, and a chord bearing North 80°-54'-10"

East, 103,99 feet to a point;

COURSE NO. 17: Thence South 35°-08'-16" East, 36.44 feet to a point;

COURSE NO. 18: Thence southeasterly along an arc of a curve to the left, having an arc length of 40.17 feet, a

central angle of 94°-50'-26", a radius of 24.27 feet, and a chord bearing South 77°-20'-00"

East, 35,74 feet to a point;

COURSE NO. 19: Thence North 51°-06'-37" East, 96.98 feet to a point;

COURSE NO. 20: Thence North 12°-04'-04" West, 105.85 feet to a point;

COURSE NO. 21: Thence North 00°-05'-56" West, 15.68 feet to a point;

COURSE NO. 22: Thence North 89°-13'-51" East, 24.35 feet to the True Place of Beginning and containing

0.6173 acres of land, more or less, as determined in April 2019 by Adam D. Treat, P.S. 8058 for Environmental Design Group under project number 11-60239-040 and being subject to

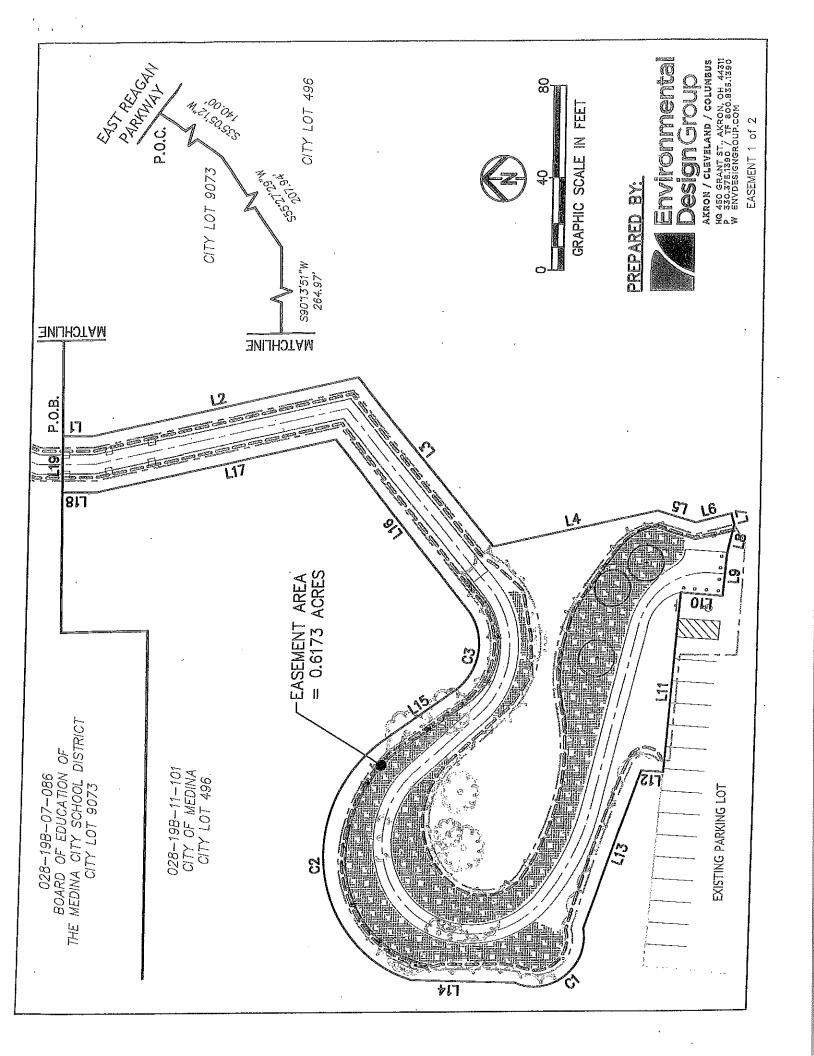
adam d. Treat

all legal highways, easements and restrictions of record.

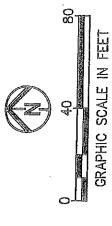
ADAM D. TREAT

Ohio Registered Professional Surveyor No. 8058

Page 2 of 2



<u> </u>	BEARING	S00°05'56"E	S12° 04' 04"E	S50° 29' 16"W	S11°53'20"E	S17" 10' 42"W	S14° 21° 38"E	S75° 38' 22"W	N77" 40' 47"W	N84° 57' 59"W	NO5° 06' 23"E	N85° 50' 19"W	NO4° 09' 41"E	N71°07'44"W	NO1° 47' 57"E	S35°08'16"E	N51°06°37"E	N12° 04' 04"W	NOO. 05' 56"W	N89°13'51"E
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C2	128.44	58.30	126"13"53"	N80° 54' 10"E	103,99
C3	40.17	24.27	094"50"26"	S77° 20' 00"E	35.74

PREPARED BY:



EDVITORIMENTE DESIGN CYCUP AKRON / CLEVELAND / COLUMBUS MA 450 GRANT ST. AKRON, OH 44311 P 350.275.1390 7, TF 800.85.1390 W ENVDESIGNGROUP.COM

EASEMENT 2 of 2

ELIZA NORTHROP TRAIL CONNECTOR MEDINA CITY SCHOOL DISTRICT

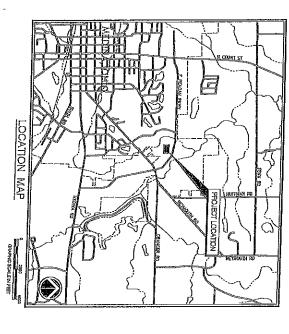
MEDINA COUNTY, OHIO ISSUED: 05-13-2019

SITE PLAN LEGEND

--- CENTER LINE CONSTRUCTION, BASELINE

- RIGHT OF WAY IRON PIPE

MONUMENT BOX





PROJ. NUMBER 11-60239-040
DESIGNED BY: TJM
DRAWN BY: SYE DRAVIN BY: <u>Sve</u> FILE NO. ZSITE 11-80239-020,6%

TITLE SHEET

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275 Springside Dr., Suita, 300 Altron, Ohio 44333 Phone: 330-666-3702 Plaenginooring.com

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ELIZA NORTHROP TRAIL CONNECTOR

MEDINA CITY SCHOOL DISTRICT

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GENERAL NOTES & SPECIFICATIONS

