

fully executed

ORDINANCE NO. 173-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED DECLARATION OF MUTUAL EASEMENTS AND COOPERATION AGREEMENT WITH THE BOARD OF EDUCATION OF THE MEDINA CITY SCHOOL DISTRICT, AND REPEALING ORDINANCE NO. 94-19, PASSED JUNE 24, 2019.

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 an Amended 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 amended Declaration of Mutual Easements and Cooperation Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That Ordinance No. 94-19, passed June 24, 2019 be and the same is hereby repealed.
- SEC. 4:** 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. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 12, 2019

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 13, 2019

SIGNED: Dennis Hanwell
Mayor

ORD. 173-19

**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 13th day of November 2019, 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. Installation of Connector Trail. 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. Maintenance. 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. Grant of Parking Easement. 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. **Use of School Property During School Hours**

Notwithstanding anything to the contrary herein, the School reserves the right to restrict use of the parking lot located on the School Property and to restrict access from the School Property to the Connector Trail during school hours in the School's sole discretion.

4. **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.

5. **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.

6. **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 Education of the Medina City School District,
by Ron Ross, its President on October 21, 2019.

Board of Education of the
Medina City School District

Ron Ross

By: Ron Ross

Its: President

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this 21st day of
October, 2019, by Ron Ross, President of the Board of Education of the
Medina City School District.



NOREEN J. PAFFUMI
Notary Public, State of Ohio
Medina County
Comm. Expires 10/14/20

Noreen J. Paffumi

Notary Public

Executed by the City of Medina, by Dennis Hanwell, its Mayor on
November 13, 2019.

City of Medina

By: Dennis Hanwell

Dennis Hanwell

Its: Mayor

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this 13th day of
November, 2019, by Dennis Hanwell, Mayor of the City of Medina.

Sherry A. Crow

SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

This instrument prepared by:
Amy L. Demlow
Critchfield, Critchfield & Johnston, Ltd.
4996 Foote Road
Medina, Ohio 44256

Notary Public

EXHIBIT A
CITY PROPERTY

Situated in the Township of Medina, County of Medina and State of Ohio: and known as being part of Original Medina Township Lot No. 59 and bounded and described as follows; Beginning at the intersection of the center lines of Weymouth Road (S.R. 3) and Huffman Road (C.H. 141); Thence South $46^{\circ}-32'-30''$ West, along the center line of said Weymouth Road, a distance of 1385.50 feet to the Principal Place of Beginning; Thence continuing South $46^{\circ}-32'-30''$ West, a distance of 103.37 feet to a point in the center line of Granger Road (C.H. 21); Thence South $22^{\circ}-35'-30''$ West, a distance of 111.50 feet to a point; Thence South $60^{\circ}-17'-30''$ West, a distance of 54.00 feet to a point; Thence South $78^{\circ}-08'-30''$ West, a distance of 61.80 feet to a point; Thence South $46^{\circ}-32'-30''$ West, a distance of 38.10 feet to a point; Thence North $82^{\circ}-34'-34''$ West, a distance of 460.00 feet to a point in the center line of said Weymouth Road; Thence along the arc of a curve deflecting to the right, having a radius of 955.37 feet and a chord of 23.80 feet bearing North $80^{\circ}-19'-41''$ East, a distance of 23.80 feet to a point in the center line of said Weymouth Road; Thence North $81^{\circ}-02'-30''$ East, along the center line of said Weymouth Road, a distance of 487.70 feet to a point; Thence along the arc of a curve deflecting to the left, having a radius of 383.06 feet and a chord of 227.19 feet bearing North $63^{\circ}-47'-30''$ East, a distance of 230.66 feet to the Principal Place of Beginning, said described parcel of land contains 1.094 Acres of land, as survey by Allar and Hovanec, Engineers and Surveyors, November 20, 1967, be the same more or less, but subject to all legal highways.

Situated in the Township of Medina, City of Medina, County of Medina, and State of Ohio, and known as being part of Original Medina Township Lot Nos. 49, 50, 59, 60 and 1844 and bounded and described as follows; Beginning at the Northeast corner of said Original Lot No. 59, said point also being a point in the center line of Huffman Road (C.H. 141); Thence South $0^{\circ}-54'-39''$ East, along the center line of said Huffman Road, a distance of 350.47 feet to the intersection of the center line of Weymouth Road (S.R. 3); Thence South $46^{\circ}-32'-30''$ West, along the center line of said Weymouth Road, a distance of 579.40 feet to a point; Thence North $43^{\circ}-27'-30''$ West, a distance of 330.00 feet to a point; Thence South $46^{\circ}-32'-30''$ West, a distance of 375.00 feet to a point; Thence South $43^{\circ}-27'-30''$ East, a distance of 330.00 feet to a point in the center line of said Weymouth Road; Thence South $46^{\circ}-32'-30''$ West, along the center line of said Weymouth Road, a distance of 431.10 feet to a point; Thence along the center line of said Weymouth Road and the arc of a curve deflecting to the right, having a radius of 383.06 feet and a chord of 227.19 feet bearing South $63^{\circ}-47'-30''$ West, a distance of 230.66 feet to a point; Thence South $81^{\circ}-02'-30''$ West, along the center line of said Weymouth Road, a distance of 94.19 feet to a point; Thence North $6^{\circ}-19'-04''$ East, along the East line of a parcel of land conveyed to LeMoyné and Jana Taylor by deed recorded in Volume 331, Page 331 of Medina

County Deed Records, a distance of 398.82 feet to a point; Thence South 86°-26'-10" West, a distance of 982.78 feet to a point in the Easterly line of a parcel of land conveyed to James P. and Mae R. Janoviak by deed recorded in Volume 250, Page 544 of Medina County Deed Records; Thence North 27°-14'-23" West, along the East line of land so conveyed to James P. and Mae R. Janoviak, a distance of 385.54 feet to the Northeast corner thereof; Thence South 89°-37'-30" West; along the North line of land so conveyed to James P. and Mae R. Janoviak a distance of 260.00 feet to a point in the West line of said Original Lot No. 59; Thence South 0°-01'-35" East, along the West line of said Original Lot No. 59, a distance of 1023.81 feet to a point in the northeasterly line of a parcel of land conveyed to Dean and Wilma Hayward by deed recorded in Volume 340, Page 284 of Medina County Deed Records; Thence North 45°-20'-30" West, along the Northeasterly line of land so conveyed to Dean and Wilma Hayward, by deed recorded in Volume 340, Page 284 of Medina County Deed Records; Thence North 45°-20'-30" West, along the Northeasterly line of land so conveyed to Dean and Wilma Hayward, a distance of 98.79 feet to the Northeast corner thereof; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 150.00 feet to the Northwest corner thereof; Thence South 45°-20'-30" East, along the Southwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 400.00 feet to a point in the center line of said Weymouth Road; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 150.00 feet to the Northwest corner thereof; Thence South 45°-20'-30" East, along the Southwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 400.00 feet to a point in the center line of said Weymouth Road, a distance of 61.30 feet to the Southeast corner of a parcel of land conveyed to Kenneth C. and Virginia B. McLaughlin by deed recorded in Volume 248, Page 145 of Medina County Deed Records; Thence North 43°-26'-30" West, along the Northeasterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 521.10 feet to the Northeast corner thereof; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 346.10 feet to the Northwest corner thereof; Thence South 43°-26'-30" East, along the Southwesterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 521.10 feet to a point in the center line of said Weymouth Road; Thence South 46°-33'-30" West, along the center line of said Weymouth Road, a distance of 753.90 feet to the Southeast corner of a parcel of land conveyed to Charles F. and Nellie M. Beers by deed recorded in Volume 295, Page 436 of Medina County Deed Records; Thence North 49°-52'-00" West, along the Northeasterly line of land so conveyed to Charles F. and Nellie M. Beers, a distance of 438.30 feet to a point; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Charles F. and Nellie M. Beers, a distance of 100.00 feet to a point in the Northeasterly line of a parcel of land conveyed to Joe B. and Lorena Comer by deed recorded in Volume 201, Page 431 of Medina County Deed Records; Thence North 49°-52'-

00" West, along the Northeasterly line of land so conveyed to Joe B. and Lorena Comer, a distance of 348.02 feet to a point in the Corporation Line of the City of Medina; Thence North 0°-53'-32" East, along the Corporation Line of the City of Medina, a distance of 380.60 feet to a point; Thence North 43°-25'-41" East, along the Corporation Line of the City of Medina, a distance of 425.79 feet to a point; Thence North 0°-41'-32" West, along the Corporation Line of the City of Medina, a distance of 1595.01 feet to a point; Thence North 44°-58'-41" East, along the Corporation Line of the City of Medina, a distance of 167.15 feet to a point in the South Line of said Original Lot No. 49; Thence South 89°-58'-41" West, along the South line of said Original Lot No. 49, a distance of 58.58 feet to the Southeast corner of a parcel of land to John Bohaty by deed recorded in Volume 183, Page 318 of Medina County Deed Records; Thence North 1°-31'-20" West, along the East line of land so conveyed to John Bohaty, a distance of 1306.00 feet to a point; Thence North 36°-59'-47" West, along the East line of land so conveyed to John Bohaty, a distance of 122.97 feet to a point; Thence North 37°-15'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 138.00 feet to a point; Thence North 89°-27'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 29.00 feet to a point; Thence North 4°-12'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 92.50 feet to a point; Thence North 18°-09'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 181.00 feet to a point; Thence North 20°-27'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 83.00 feet to a point; Thence North 27°-37'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 127.00 feet to a point; Thence North 0°-32'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 678.03 feet to a point in the Northerly line of said Original Lot No. 49; Thence North 89°-31'-55" East, along the North line of said Original Lot No. 49, a distance of 1144.25 feet to the Northeast corner thereof; Thence South 0°-12'-22" East, along the East line of said Original Lot No. 49, a distance of 987.12 feet to the Southwest corner of a parcel of land conveyed to John and Ruth Y. Mohr by deed recorded in the Volume 349, Page 256 of Medina County Deed Records; Thence North 89°-33'-23" East, along the Southerly line of land so conveyed to John and Ruth Y. Mohr, a distance of 2661.15 feet to a point in the center line of said Huffman Road; Thence South 0°-32'-45" East, along the center line of said Huffman Road, a distance of 47.44 feet to the Northeast corner of Reagan Subdivision recorded in Volume 12 of Plats, Page 14 of Medina County Records; Thence South 89°-20'-15" West, along the Northerly line of said Reagan Subdivision, a distance of 348.48 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, along the Westerly line of said Reagan Subdivision, a distance of 500.00 feet to a point in the Northerly line of a parcel of land conveyed to Melvin L. and Viola M. Scherz by deed recorded in Volume 338, Page 420 of Medina County Deed Records; Thence South 89°-20'-15" West, along the Northerly line of land so conveyed to Melvin L. and Viola M. Scherz, a distance of 87.12 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, a distance of 140.00 feet to the Southwest corner of a parcel of land

conveyed to Melvin L. and Viola M. Scherz by deed recorded in Volume 340, Page 238 of Medina County Deed Records; Thence North $89^{\circ}-20'-15''$ East, along the Southerly line of land so conveyed to Melvin L. and Viola M. Scherz, a distance of 435.60 feet to a point in the center line of said Huffman Road; Thence South $0^{\circ}-32'-45''$ East, along the center line of Huffman Road, a distance of 60.00 feet to the Northeast corner of a parcel of land conveyed to Bessie Eiserlo by deed recorded in Volume 303, Page 609 of Medina County Deed Records; Thence South $89^{\circ}-24'-15''$ West, along the Northerly line of land so conveyed to Bessie Eiserlo, a distance of 435.60 feet to the Northwest corner thereof; Thence South $0^{\circ}-32'-45''$ East, along the Westerly line of land so conveyed to Bessie Eiserlo, a distance of 100.00 feet to a point in the Northerly line of land so conveyed to Alfred J. and Rose O. Gericke by deed recorded in Volume 235, Page 601 of Medina County Deed Records; Thence South $89^{\circ}-24'-15''$ West, along the Northerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 2141.40 feet to the Northwest corner thereof; Thence South $14^{\circ}-12'-45''$ East, along the Westerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 663.78 feet to the Southwest corner thereof; Thence North $89^{\circ}-07'-15''$ East, along the Southerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 2420.25 feet to a point in the center line of said Huffman Road; Thence South $0^{\circ}-32'-45''$ East, along the center line of said Huffman Road, a distance of 170.45 feet to the Northeast corner of said Original Lot No. 59 and the place of beginning, said described parcel of land contains 248.997 Acres of land, as survey by Allar and Hovanec, Engineers and Surveyors, September 5, 1967, be the same more or less, but subject to all legal highways.

There being 67.247 acres in Lot 49, 58.511 acres in Lot 50, 57.697 acres in Lot 59, 65.132 acres in Lot 60, .41 acres in Lot 1844.

EXHIBIT B
SCHOOL PROPERTY

Situated in the City of Medina, County of Medina and State of Ohio, known as the whole of Medina City Lot No. 9073 as shown by plat recorded in Plat Document No. 2008PL000013 of Medina County Recorder's Records, containing 7.4516 Acres of land, more or less subject to all legal highways and all covenants and agreements of record.

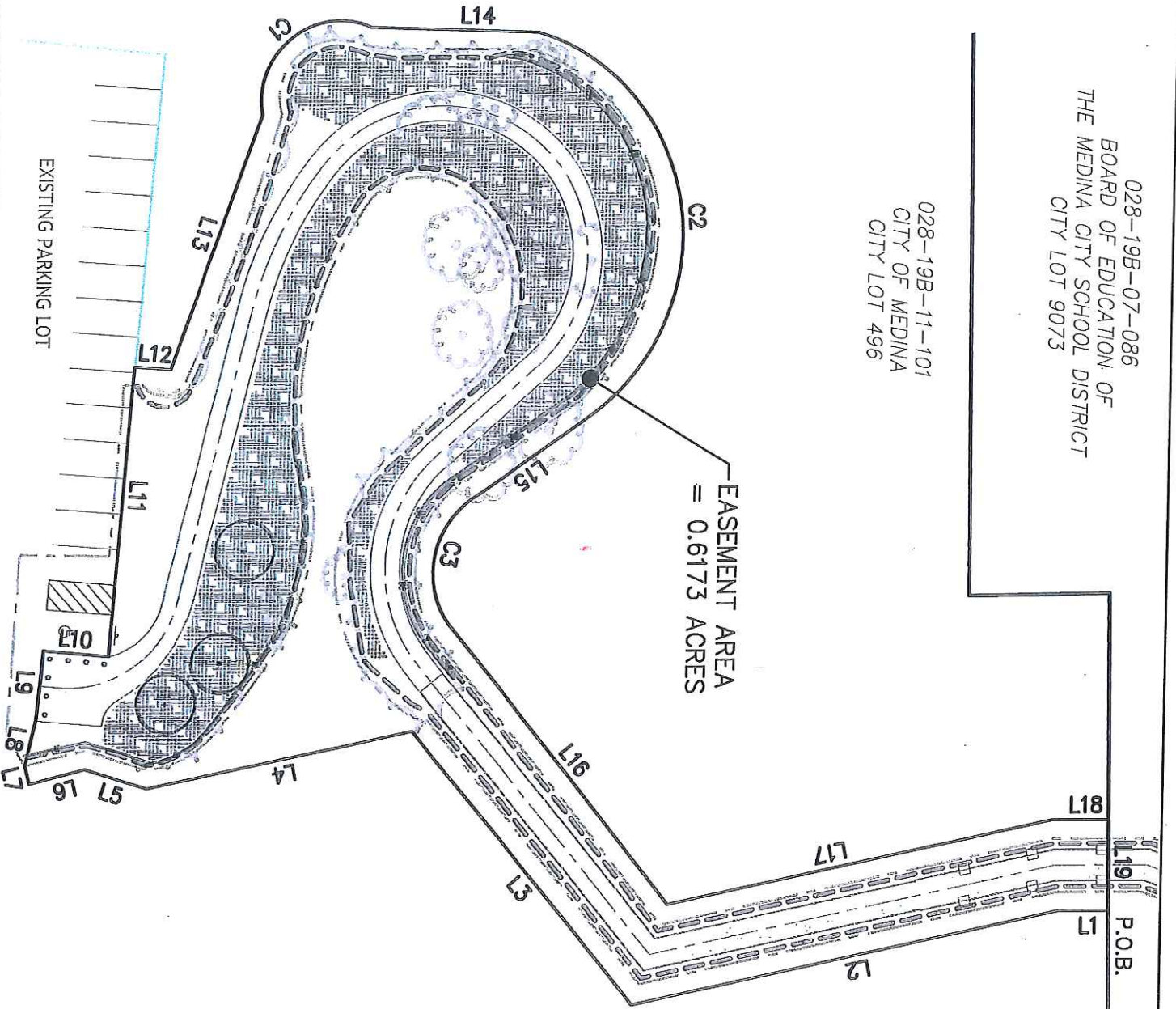
This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel, P.S. No. S-8007 by Rolling & Hocevar, Inc. in January 2008.

EXHIBIT C
SURVEY OF EASEMENT AREA

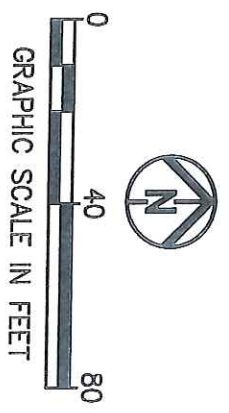
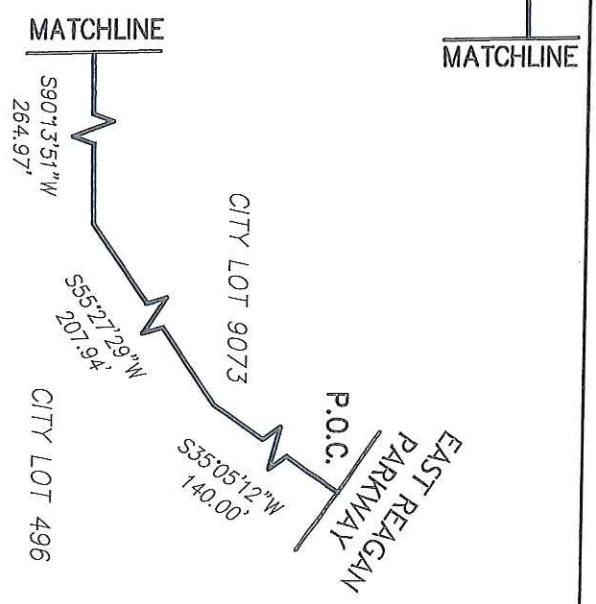
028-19B-07-086
 BOARD OF EDUCATION OF
 THE MEDINA CITY SCHOOL DISTRICT
 CITY LOT 9073

028-19B-11-101
 CITY OF MEDINA
 CITY LOT 496

EASEMENT AREA
 = 0.6173 ACRES



P.O.B.
 MATCHLINE

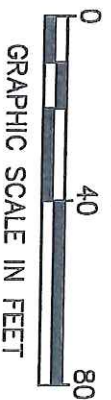


PREPARED BY:
Environmental Design Group

AKRON / CLEVELAND / COLUMBUS
 HQ 450 GRANT ST., AKRON, OH 44311
 P 330.375.1390 / TF 800.835.1390
 W ENVDESIGNGROUP.COM
 EASEMENT 1 of 2

LINE TABLE

LINE #	LENGTH	BEARING
L1	13.41	S00° 05' 56"E
L2	118.12	S12° 04' 04"E
L3	95.48	S50° 29' 16"W
L4	73.59	S11° 53' 20"E
L5	17.63	S17° 10' 42"W
L6	15.54	S14° 21' 38"E
L7	5.00	S75° 38' 22"W
L8	12.35	N77° 40' 47"W
L9	18.86	N84° 57' 59"W
L10	17.94	N05° 06' 23"E
L11	77.74	N85° 50' 19"W
L12	9.86	N04° 09' 41"E
L13	72.06	N71° 07' 44"W
L14	45.69	N01° 47' 57"E
L15	36.44	S35° 08' 16"E
L16	96.98	N51° 06' 37"E
L17	105.85	N12° 04' 04"W
L18	15.68	N00° 05' 56"W
L19	24.35	N89° 13' 51"E



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	46.02	20.87	126°20'16"	N38° 53' 55"W	37.25
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:



**Environmental
Design Group**
AKRON / CLEVELAND / COLUMBUS
HQ 450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.855.1390
W ENVDESIGNGROUP.COM

MEDINA CITY SCHOOL DISTRICT ELIZA NORTHROP TRAIL CONNECTOR

MEDINA COUNTY, OHIO

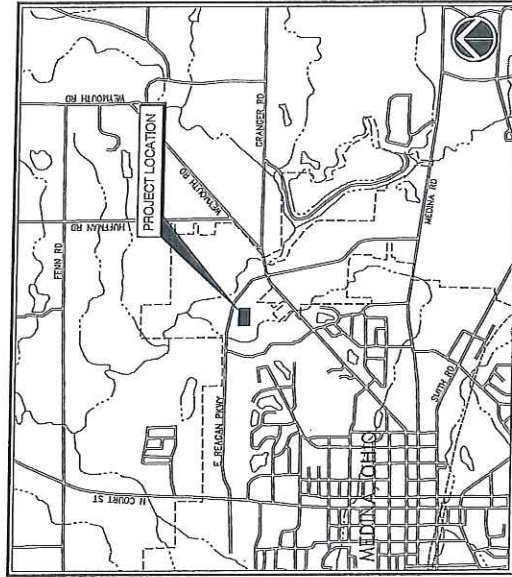
ISSUED: 05-13-2019

SITE PLAN LEGEND

	CENTER LINE CONSTRUCTION, BASELINE
	RIGHT OF WAY
	IRON PIPE
	MONUMENT BOX
	SIGN
	TREE OR SHRUB LINE
	EXISTING TREES TO BE PROTECTED
	EXISTING TREE TO BE REMOVED
	PROPOSED TREE
	EXISTING WETLAND TO BE PROTECTED
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION
	BOARDWALK ELEVATION
	EXISTING GRADE ELEVATION
	PROJECT LIMITS
	TREE PROTECTION
	SILT FENCE
	EROSION CONTROL MATTING

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, SHALL BE USED UNLESS OTHERWISE SPECIFICALLY LISTED IN THESE PLANS AND DOCUMENTS SHALL BE USED UNLESS OTHERWISE SPECIFICALLY LISTED IN THESE PLANS AND DOCUMENTS. FOR PURPOSES OF THIS PLAN REFERENCES TO DIRECTOR OR ENGINEER SHALL BE CONSTRUED TO MEAN THE CITY ENGINEER AND/OR HIS REPRESENTATIVES.



LOCATION MAP

INDEX OF DRAWINGS

TITLE SHEET	1
GENERAL NOTES & SPECIFICATIONS	2
TRAIL & BOARDWALK LAYOUT	3
SITE GRADING & STORMWATER POLLUTION PREVENTION PLAN	4
CONSTRUCTION DETAILS	5
CONSTRUCTION DETAILS	6

APPROVALS:

MEDINA CITY SCHOOL DISTRICT

DIRECTOR OF BUSINESS AFFAIRS

Date

PLANS PREPARED AND RECOMMENDED BY:

Environmental Design Group
AFRON / CLEVELAND / COLUMBUS
PO BOX 5743157, AFRON, OH, 44117
WWW.ENVIRONMENTALDESIGNGROUP.COM



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Phone: 440.646.3700
ptaengineering.com

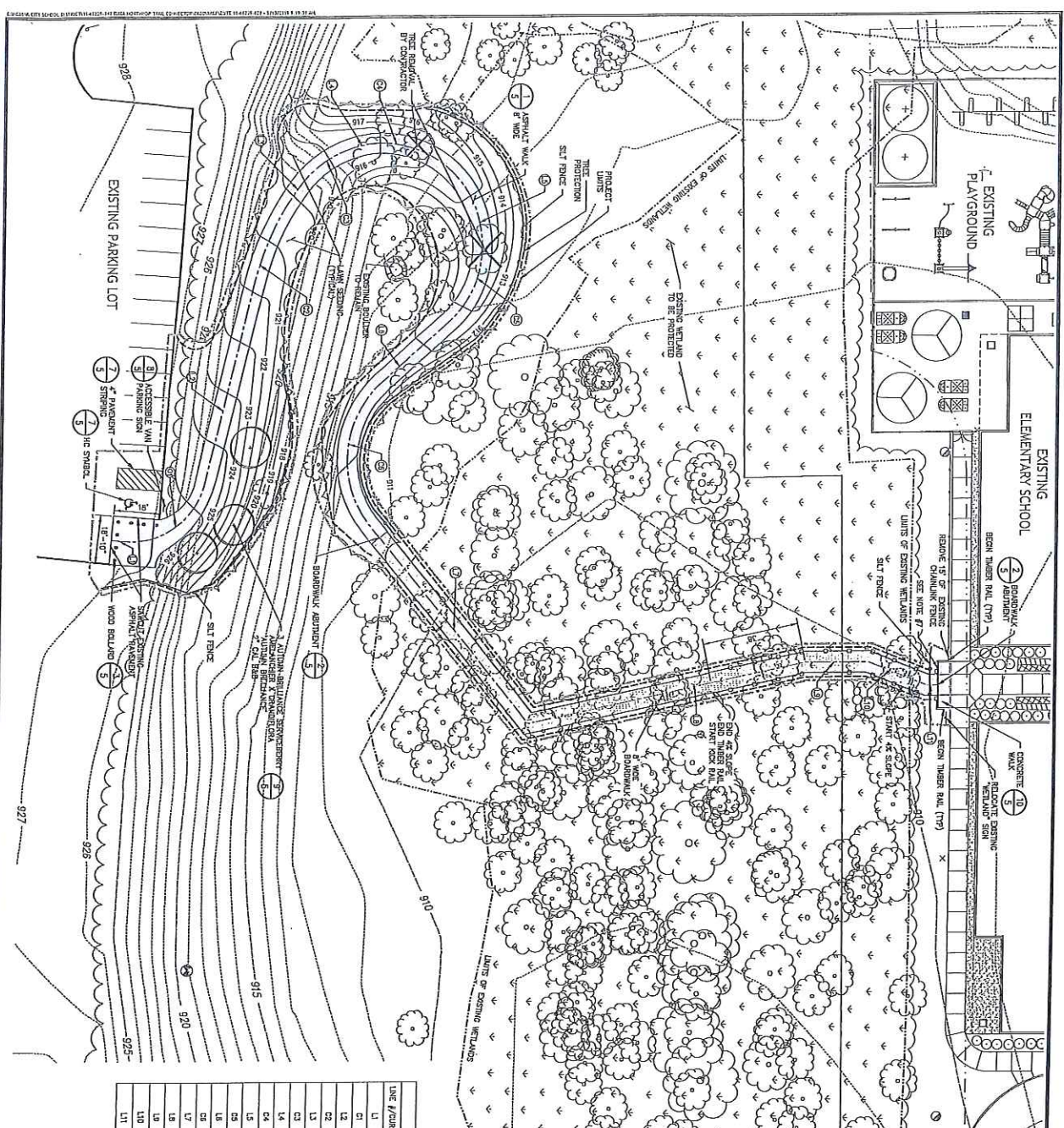
REVISED:

SET NO.

PROJ. NUMBER	11-60239-010	SHEET	1 of 7
DESIGNED BY:	TJM	TITLE SHEET	
DRAWN BY:	SVE		
FILE NO.	23SITE 11-60239-026.dwg		



Know what's below.
Call before you dig.



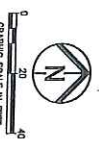
LAYOUT & DEMOLITION NOTES

1. PROTECT AND MAINTAIN NECESSARY WETLANDS AND WETLANDS TO PROTECT THE GENERAL PUBLIC, THE ELEMENTS OF THE SCENE, AND ADJACENT WETLANDS FROM IMPACTS OF CONSTRUCTION. THE WETLANDS SHALL BE MAINTAINED AND RESTORED TO ORIGINAL OR BETTER CONDITION.
2. PROTECT ALL TREES NOT SPECIFICALLY IDENTIFIED FOR REMOVAL.
3. REMOVE ALL TREES IDENTIFIED FOR REMOVAL FROM THE PROJECT AREA TO AVOID THE REMOVAL.
4. TRAIL CONSTRUCTION IS TO BE STAGED IN THE FIELD AND THE CONSTRUCTION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO THE REMOVAL. THE OWNER'S REPRESENTATIVE SHALL BE APPROVED BY THE CITY OF MEDINA AND WILL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.
5. TREES THAT ARE IDENTIFIED FOR REMOVAL SHALL BE REMOVED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.
6. TREES THAT ARE IDENTIFIED FOR REMOVAL SHALL BE REMOVED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.
7. ALL SITE CLEANUP SHALL BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.
8. ALL SITE CLEANUP SHALL BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.
9. ALL SITE CLEANUP SHALL BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.
10. ALL SITE CLEANUP SHALL BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.

PLANTING NOTES

1. ALL AREAS IDENTIFIED FOR PLANTING SHALL BE PLANTED WITH THE SPECIES LISTED ON SHEET 2 OF 6.
2. REFER TO PLANTING DETAILS ON SHEET 2 OF 6.
3. ALL AREAS IDENTIFIED FOR PLANTING SHALL BE PLANTED WITH THE SPECIES LISTED ON SHEET 2 OF 6.
4. REFER TO PLANTING DETAILS ON SHEET 2 OF 6.
5. CONTRACTOR SHALL PROTECT EXISTING VEGETATION AND IDENTIFY UNDISTURBED AREAS WITHIN THESE PROTECTION AND MAINTENANCE ZONES. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA.
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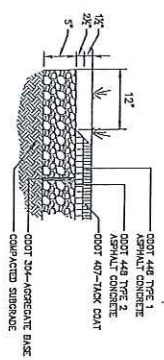
LINE #/SECTION #	SECTION	BEARING/DISTANCE	ROADS	SEQUENT START	SECTORY START	EXISTING
L1	4.249	N05°00'15.25"E	30.000	545888.97	2149827.50	
L2	4.250	N05°00'15.25"E	30.000	545888.97	2149827.50	
L3	4.251	N05°00'15.25"E	30.000	545888.97	2149827.50	
L4	4.252	N05°00'15.25"E	30.000	545888.97	2149827.50	
L5	4.253	N05°00'15.25"E	30.000	545888.97	2149827.50	
L6	4.254	N05°00'15.25"E	30.000	545888.97	2149827.50	
L7	4.255	N05°00'15.25"E	30.000	545888.97	2149827.50	
L8	4.256	N05°00'15.25"E	30.000	545888.97	2149827.50	
L9	4.257	N05°00'15.25"E	30.000	545888.97	2149827.50	
L10	4.258	N05°00'15.25"E	30.000	545888.97	2149827.50	
L11	4.259	N05°00'15.25"E	30.000	545888.97	2149827.50	



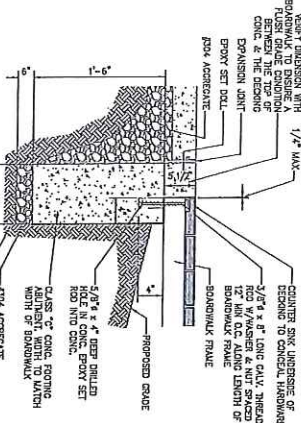
ELIZA NORTHROP TRAIL CONNECTOR
MEDINA CITY SCHOOL DISTRICT

NOT FOR CONSTRUCTION

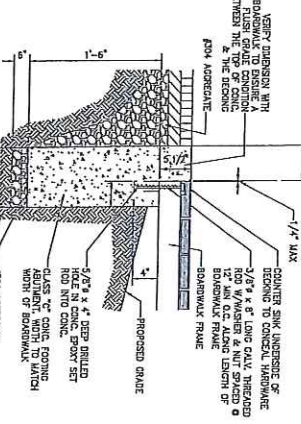
3 OF 6



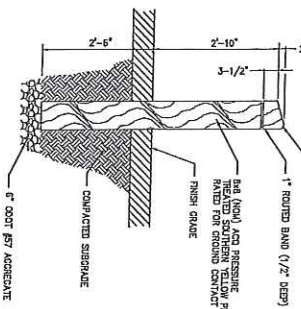
1 ASPHALT WALK
5 NOT TO SCALE



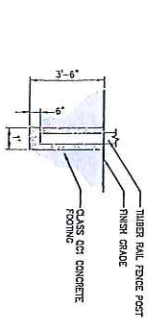
2 BOARDWALK ABUTMENT AT CONCRETE PAVEMENT
5 NOT TO SCALE



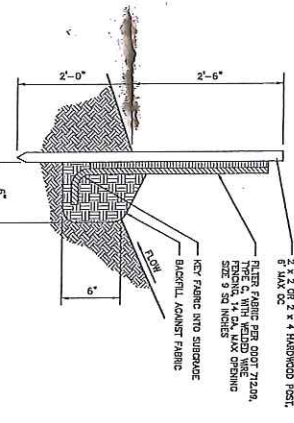
2 BOARDWALK ABUTMENT AT ASPHALT PAVEMENT
5 NOT TO SCALE



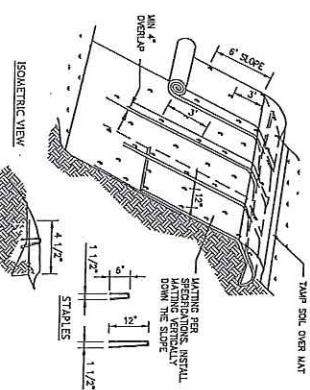
3 WOOD BOLLARD
5 NOT TO SCALE



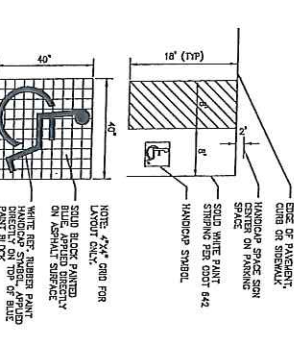
4 TIMBER RAIL POST FOOTING
5 NOT TO SCALE



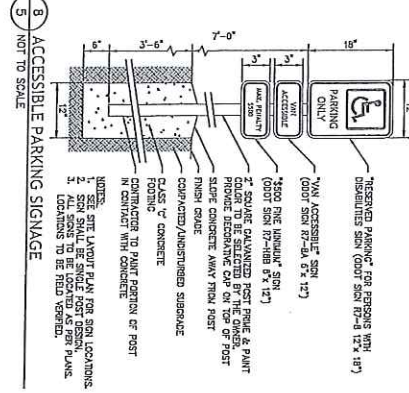
5 SILT FENCE
5 NOT TO SCALE



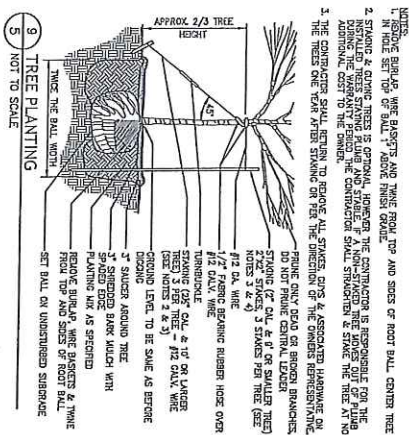
8 SLOPE PROTECTION MATTING
5 NOT TO SCALE



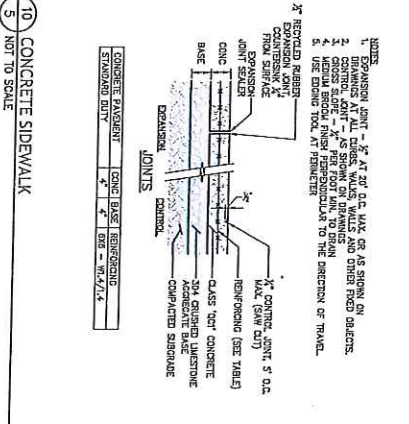
7 PARKING DIMENSION PLANS (90° STALLS)
5 NOT TO SCALE



8 ACCESSIBLE PARKING SIGNAGE
5 NOT TO SCALE



9 TREE PLANTING
5 NOT TO SCALE



10 CONCRETE SIDEWALK
5 NOT TO SCALE



7 THICKENED SLAB
5 NOT TO SCALE

NOT FOR CONSTRUCTION

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	11-02-2010
2	ISSUED FOR PERMITS	11-02-2010
3	ISSUED FOR PERMITS	11-02-2010
4	ISSUED FOR PERMITS	11-02-2010
5	ISSUED FOR PERMITS	11-02-2010
6	ISSUED FOR PERMITS	11-02-2010
7	ISSUED FOR PERMITS	11-02-2010
8	ISSUED FOR PERMITS	11-02-2010
9	ISSUED FOR PERMITS	11-02-2010
10	ISSUED FOR PERMITS	11-02-2010

CONSTRUCTION DETAILS

5 OF 6



ELIZA NORTROP TRAIL CONNECTOR
MEDINA CITY SCHOOL DISTRICT

Environmental Design Group
2715 S. Highway 102, Suite 100
Columbiana, OH 43084
765-863-1111
www.environmental-design.com

pta
2715 S. Highway 102, Suite 100
Columbiana, OH 43084
765-863-1111
www.ptschools.org

811
One-Call Center
811-4-OPEN
www.811ohio.com

EXHIBIT D
LEGAL DESCRIPTION OF EASEMENT AREA

4830-2039-7973, v. 4



April 19, 2019

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 all legal highways, easements and restrictions of record.

ADAM D. TREAT

Ohio Registered Professional Surveyor No. 8058



The community impact people.

Page 2 of 2