

ORDINANCE NO. 2012-07

INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR
TO ENTER INTO A HIKE AND BIKE TRAIL
ACCESS EASEMENT AGREEMENT WITH THE
BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY
AS AND FOR THE RIGHT TO CONSTRUCT, MAINTAIN,
PATROL AND USE CERTAIN PROPERTY FOR
AN ALL PURPOSE NON-VEHICULAR
PUBLIC HIKING AND BIKING TRAIL AND RELATED PURPOSES**

WHEREAS, the Village of Mayfield desires to construct an all purpose Hike and Bike Trail throughout the Village in the interest of promoting pedestrian travel and for recreational purposes; and

WHEREAS, certain property owned by the Board of Trustees of the Cuyahoga County Public Library is required to facilitate such purposes; and

WHEREAS, the Board of Trustees of the Cuyahoga County Public Library has agreed to enter into a Hike and Bike Trail Access Easement Agreement with the Village allowing the use of such certain property for such purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Village of Mayfield hereby authorizes and directs the Mayor to enter into a Hike and Bike Trail Access Easement Agreement whereby the Board of Trustees of the Cuyahoga County Public Library has agreed to grant to the Village the right to construct, maintain, patrol and use a certain part of their premises for an all-purpose non-vehicular public Hiking and Biking Trail and related purposes as more fully set forth in the Hike and Bike Trail Access Easement Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.



HIKE & BIKE TRAIL ACCESS EASEMENT AGREEMENT

THIS HIKE AND BIKE TRAIL ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of February, 2012, by and between the **BOARD OF TRUSTEES of the CUYAHOGA COUNTY PUBLIC LIBRARY**, with address at 2111 Snow Road, Parma, Ohio 44134 ("Grantor"), and **MAYFIELD VILLAGE, OHIO**, an Ohio Municipal Corporation located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143-3499 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property in Mayfield Village, situated in the County of Cuyahoga and State of Ohio, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein, (the "Property"); and

WHEREAS, the Property is one of which has been included in the Grantee's Greenway Corridor Masterplan which comprises part of the hike and bike trail, (the "Trail"), that is of significant interest and value to Grantee and the general public; and

WHEREAS, Grantor desires to donate to Grantee an easement across a portion of the Property for purposes of preserving open space and establishing a non-vehicular, public hiking and biking trail that will connect previously established and planned public trails on nearby lands and thereby provide for and preserve open space and recreational opportunities and assist in shaping the character and development of Mayfield Village and its Greenway Corridor Masterplan; and

WHEREAS, Grantee is a "public body" authorized to acquire interest in real property for purposes of providing or preserving open space, land values and recreational opportunities.

NOW, THEREFORE, in consideration of the performance and observance of the conditions hereinafter contained and other good and valuable consideration, Grantor and Grantee agree as follows:

1. Grant of Easement.

Grantor does hereby donate and grant to Grantee in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration receipt of which is hereby acknowledged, a non-exclusive Hike & Bike Access Trail Easement on, over and across the Property consisting of an approximate fifty foot (50') corridor in width lying along the alignment shown on the map and in the legal description attached hereto as **Exhibit "B" and Exhibit "C" respectively** (the "Easement") and by this reference incorporated herein, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

2. Duration.

The Easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective successors and assigns, so long as the Easement is used for the purpose set forth below and no other purpose.

3. Purpose.

The purpose of this Easement is to preserve and maintain the area within the Easement boundary as open space and for the use, preservation and maintenance of a public right-of-way for a public, non-vehicular hiking and biking trail for the use and benefit of Grantee and the general public.

4. Rights Covered.

The rights and corresponding obligations conveyed by this Easement are as follows:

- A. Grantee shall have the right, at its sole risk and expense, to use the Easement under such terms and conditions as it deems reasonably necessary and to allow the public to use the Easement for an all purpose, non-vehicular hiking and biking

trail and related purposes and shall provide all facilities, safeguards and equipment necessary or desirable for such purpose.

- B. Grantee will employ and provide, at its sole expense, the supervision, attendants and other personnel as may be necessary on a daily basis to police, operate, remove trash and rubbish and maintain the Easement in a good and safe condition for such purpose.
- C. Grantee agrees that no signs, billboards, or advertising matter, other than professionally prepared, appropriately sized, directional signs used in connection with use of the Easement for hike and bike trail purposes as herein permitted, shall be erected or caused to be placed or erected on any part of the Easement, provided, however, Grantee shall not install any signs without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed.
- D. Grantee will employ best efforts and take such reasonable action as may be necessary to deter any member of the public using the Easement, from entering on or into Grantor's adjacent or adjoining property. Grantee may take such action including, but not limited to, arrest and prosecution of such a trespasser.
- E. Grantee may enter upon the Easement for all reasonable and necessary construction, maintenance and repair of the Trail located within the Easement.
- F. Grantee shall maintain vegetation within the Easement through selective planting and/or removal of trees, shrubs, grasses or exotic or noxious plant species in order to maintain and enhance the scenic, natural and ecological and open space values of the Easement.
- G. Grantee shall maintain the Easement in a good, clean and sanitary condition, free from waste or litter and any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance.
- H. Grantee shall, at its own cost, comply with all present and future Federal, State, and Local statutes, ordinances, rules, or regulations and orders pertaining to its construction and use of the Easement, including compliance with all provisions of the Americans with Disabilities Act.
- I. Grantee shall not conduct, nor permit any member of the public to conduct on the Property any offensive, noisy, dangerous or illegal business or use or other activity constituting a nuisance.

5. **Limitation on Use of the Easement.**

Except for motorized or battery propelled wheelchairs, public access on, over or across the Easement is limited to access by foot or other non-motor vehicular means. Use of motor

vehicles within the Easement is prohibited, except for motor vehicles used by Grantor or used by Grantee for purposes of construction or maintenance of any of the Trail that may be established within the Easement, or for emergency access, for wildfire and structural fire suppression and to facilitate search and rescue operations.

6. Fees.

No fees shall be charged for use of the Trail by the general public.

7. Grantor's Representations.

Notwithstanding the Easement granted herein is without warranty, Grantor represents that Grantor is the current owner in fee title to the Property, and that Grantor has full legal authority to grant this Easement to Grantee free of liability for any lien or encumbrance previously placed thereon by Grantor.

8. Right Retained.

Except for the rights expressly conveyed to Grantee hereunder, Grantor reserves to Grantor, Grantor's successors and assigns all other rights arising out of ownership of the Property and the Easement, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property and the Easement not expressly prohibited herein and that are not inconsistent with the terms of this Agreement, including, again without limitation, the following enumerated rights:

- A right-of-way on, over and across the Easement for purposes of ingress, egress, construction of a roadway and placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Grantor, the location of said right-of-way to be designated by Grantor at a future date; and
- To relocate (but not terminate) the Easement as described herein, provided that Grantor shall first give Grantee reasonable, advance notice of Grantor's intention to relocate the Easement and Grantee agrees with the new location. Grantee shall enjoy all rights conveyed herein with respect to the Easement as relocated.

9. Construction – Submittal of Detailed Site Plan.

Grantee shall not make or begin construction of any improvements, alterations, or modifications to the Easement prior to submitting detailed site plans for its facilities and receiving written approval of Grantor prior to the start of work and shall thereafter not commit or suffer waste to be committed upon the Easement or the Property or Grantor's adjacent or adjoining property.

10. Plans and Specifications.

Grantee agrees that all work done in connection with the installation and/or construction of the Trail within the Easement shall be performed in accordance with the plans and specification approved by Grantor, in compliance with generally accepted engineering practices, in a good and workmanlike, professional, lien free manner, without substantial disruption to Grantor's daily operations; it being understood and agreed that all work by Grantee in the construction and installation of its improvements on the Property and to the Easement, shall be as shown on the plans and specifications.

Within ninety (90) days after completion of Grantee's improvements on the Property and to the Easement, Grantor shall deliver to Grantee a list of the items, if any, which are not substantially constructed or completed in accordance with the approved plans and specifications therefore (the "Punch List Items"). In the event Grantor fails to deliver a Punch List to Grantee within ninety (90) days after completion of Grantee's improvements on the Property and to the Easement, Grantor shall be deemed to have approved and accepted Grantee's improvements in the condition existing at the time of completion of the improvements on the Property and to the Easement. In the event a Punch List is delivered to Grantee by Grantor, Grantee shall promptly and diligently commence to complete any such Punch List Items within thirty (30) days after

Grantee's receipt of the Punch List Items from Grantor. In the event that a dispute shall arise as to whether or not Grantee's improvements on the Property and to the Easement are substantially completed, a certification of an architect, mutually acceptable to Grantee and Grantor that the improvements are substantially completed in accordance with approved plans and specifications therefore shall be conclusive and binding upon the parties hereto, with cost thereof split equally between Grantee and Grantor. If Grantee fails to commence or complete any Punch List Item as set forth above, Grantor may complete said improvements and Grantee shall pay the cost thereof to Grantor upon demand.

11. As Is.

Grantor shall deliver the Easement to Grantee in "AS IS" for the purposes hereinbefore stated, with no express or implied warranty or representation by Grantor as to the safety, security or physical condition of the Easement, including, without limitation, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil or improvements, whether known or unknown, and other physical characteristics, and Grantee assumes all risk and expense with respect to the construction of the Trail and use of the Easement.

12. Access by Grantor.

Nothing in this Agreement is to be interpreted or construed as preventing access to the Property or the Easement by Grantor, its agents, officers, invitees or employees for any purpose whatsoever.

13. Repair.

Grantee will immediately repair any and all damages of any kind whatsoever resulting from Grantee's use of the Property or will pay Grantor immediately for any and all damages to

Grantor's facilities and access drives located or which may subsequently be located on the Property which proximately may result from Grantee's use of the Property or the Easement.

In the event Grantee fails to repair any and all damage to (i) the Property or the Easement, or (ii) Grantor's adjacent or adjoining property resulting from use of the Property or the Easement by Grantee or those claiming a right to use the Property Easement under Grantee within ten (10) days after notice from Grantor, Grantor shall have the right but not the obligation to make repairs and/or replacements required as a result of such damage and Grantee shall pay the cost thereof to Grantor upon demand.

14. Event of Default.

In the event of default by Grantee in observing the terms and conditions of this Agreement, Grantor shall have the right to terminate this Agreement upon twenty (20) days written notice to Grantee; however, if the default by Grantee is corrected within said 20-day period, Grantor shall not have the right to terminate this Agreement for default. Such notice to terminate shall not operate to release the Grantee from the indemnifying provisions contained herein.

15. Comprehensive General Liability Insurance.

Grantee further agrees to purchase and maintain during the term of this Agreement, Comprehensive General Liability Insurance, including contractual liability, with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, which limits may be increased from time to time by Grantor in a reasonable amount. Grantor shall be included as additional named insured, it being understood that said policy shall provide primary insurance to Grantor. A Certificate of Insurance evidencing coverage shall be furnished to Grantor each year during the Term and shall be mailed to Grantor at the address set forth

below. Grantee shall cause the policy to be endorsed to require written notice from the insurer to Grantor at least thirty (30) days prior to the effective date of any cancellation or change therein.

16. Notices.

All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

If to Grantor:

Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attention: Director

If to Grantee:

Mayfield Village
6622 Wilson Mills
Mayfield Village, Ohio 44143
Attn: Director of Law

Any such notices shall be either (a) sent by U.S. certified mail, return receipt requested in which case notice shall be deemed to have been given upon confirmed receipt; or (b) sent by recognized courier service, in which case the notice shall be deemed to have been given upon confirmed receipt. All parties shall have the right from time to time to designate by written notice to all other parties any other address or place where such notice, demand or request be addressed.

17. Legal Authority.

Each of the parties hereto, by their authorized agent, represents that it has the requisite legal authority to enter into this Agreement, be bound by the terms and conditions hereof, and to perform the obligations as set forth herein.

18. Recording.

Parties agree that this Agreement shall be recorded, with the cost of recording this Agreement shall be borne by Grantee.

19. Enforcement.

This Agreement may be enforced by any means or remedy available at law or in equity, including the remedy of specific performance, and shall be governed by the laws of the State of Ohio.

20. Acceptance.

By its signature set forth herein below, Grantee accepts the foregoing grant of the Easement subject to the terms and conditions herein contained.

21. Binding Effect.

This Agreement extends to and is binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written above.

Signed in the presence of:

WITNESSES:

GRANTOR:

BY: _____
LEONARD M. CALABRESE

(Printed Name)

AND: _____
MARIA L. HALLER

STATE OF OHIO)
) ss
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Leonard M. Calabrese, President, and Maria L. Haller, Secretary of the Cuyahoga County Public Library who acknowledged that they did sign the foregoing Hike & Bike Trail Access Easement Agreement and the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of February, 2012.

Notary Public

My commission expires: _____

Signed in the presence of:

WITNESSES:

GRANTEE:

MAYFIELD VILLAGE

BRUCE G. RINKER, MAYOR

(Printed Name)

WILLIAM BUCKHOLTZ,
PRESIDENT OF COUNCIL

STATE OF OHIO)
) ss
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Village of Mayfield, by Bruce G. Rinker, Mayor and William Buckholtz, President of Council who acknowledged that they did sign the foregoing Hike & Bike Trail Access Easement Agreement and the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of February, 2012.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

Joseph W. Diemert, Jr., Director of Law

EXHIBIT A

LEGAL DESCRIPTION OF LOT SPLIT PARCEL "C"

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being a part of Original Mayfield Township Lot #25, Tract 1 and being a 5.0000 acres Lot Split Parcel "C" as shown on the Lot Split Plat for Progressive Casualty Insurance Company as recorded in Volume 467, Page 33-35 of Cuyahoga County Map Records and more fully described as follows;

Beginning at the intersection of the centerline of S.O.M. Center Road-State Route 91 (width varies) and the centerline of Highland Road (80 feet wide), said point being South 00°03' 25" East, distant 439.70 feet along the centerline of S.O.M. Center Road as aforesaid, from an existing 1" iron pin monument box found marking an angle point therein;

Thence North 00°03'25" West, along the centerline of S.O.M. Center Road as aforesaid, a distance of 439.70 feet to the aforesaid existing 1" iron pin monument box marking said angle point therein;

Thence Due North, along said centerline of S.O.M. Center Road, a distance of 493.57 feet to the Southeasterly corner of Parcel "B" as shown on the Lot Split Plat for Leonardi as recorded in Volume 237, Page 79 of Cuyahoga County Map Records as conveyed to Ricky A. and Denise L. Christian by deed dated November 04, 1988 as recorded in Volume 88-5786, Page 40 (PP #831-11-024) of Cuyahoga County deed Records;

Thence North 88°24'00" West, along a Northerly line of a 56.5757 acres Lot Split Parcel "A" of said Lot Split Plat for Progressive Casualty Insurance Company, and also along the Southerly line of said Christian's land (PP #831-11-024), a distance of 380.00 feet (1/2" iron pin found 0.16'E) to the Southwesterly corner thereof and the Principal Place of Beginning of the Premises herein intended to be described;

Course 1: Thence continuing North 88°24'00" West, along said Northerly line of said Lot Split Parcel "A" a distance of 225.29 feet to a 5/8" iron pin set (capped "D.F. Sheehy S-7849") at an interior corner thereof;

Course 2: Thence Due North, along an Easterly line of said Lot Split Parcel "A", a distance of 519.84 feet to a 5/8" iron pin set (capped "D.F. Sheehy S-7849") at the Southwesterly corner of a 2.9692 Lot Split Parcel "B" of said Lot Split Plat for Progressive Casualty Insurance Company;

Course 3: Thence South 88°08'08" East, parallel with the Southerly line of a parcel of land as conveyed to the Fappiano Family Revocable Living Trust by deed dated December 30, 2002 as recorded in AFN 200212301469 (PP #831-09-003) of Cuyahoga County Deed Records, along the Southerly line of said Lot Split Parcel "B", a distance of 530.36 feet to a 5/8" iron pin set (capped "D.F. Sheehy S-7849") on said Westerly sideline of S.O.M. Center Road at the Southeasterly corner thereof, also being on the Westerly line of a parcel of land as conveyed to Mayfield Village by

deed dated April 03, 2003 as recorded in AFN 200304030788 (Parcel 72-WDV) of Cuyahoga County Deed Records;

- Course 4: Thence Due South, along said Westerly sideline of S.O.M. Center Road, Parcel 72-WDV, Mayfield Village's land and the Westerly line of a parcel of land as conveyed to Village of Mayfield by deed dated December 01, 2004 as recorded in Document #200412010558 (Parcel 68-WDV) of Cuyahoga County Deed Records, a distance of 330.07 feet to a 5/8" iron pin set (capped "D.F. Sheehy S-7849") at the Southwesterly corner of said Parcel 68-WDV, Mayfield Village's land also being along the northerly line of Parcel "A" of said Lot Split Plat for Leonardi as conveyed by previous deed to said Christian (PP #831-11-001);
- Course 5: Thence North 88°24'00" West, along the Northerly line of said Parcel "A", Christian's land (PP #831-11-001), a distance of 305.00 feet to an 1/2" iron pin found at the Northwesterly corner thereof;
- Course 6: Thence Due South, along the Westerly line of said Parcels "A & B", Christian's land (PP #831-11-001 & 0024, respectively) a distance of 187.32 feet (1/2" iron pin found 0.16"E) and the Principal Place of Beginning and containing 5.0000 acres of land as calculated and described from Cuyahoga County Records according to a survey by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering Ltd., in February 2011, be the same more or less but subject to all legal highways and easements of record;

The Basis of Bearings for this legal description is Due South for the Westerly line of S.O.M. Center Road (width varies) as evidenced by monumentation found and is the same as shown on the deed conveyed to Progressive Casualty Insurance by deed dated April 12, 2006 as recorded in AFN 200604120449 (PP #831-11-004) of Cuyahoga County Records;

This Legal Description Complies with
The Cuyahoga Transfer and
Conveyance Standards and is approved
for transfer.

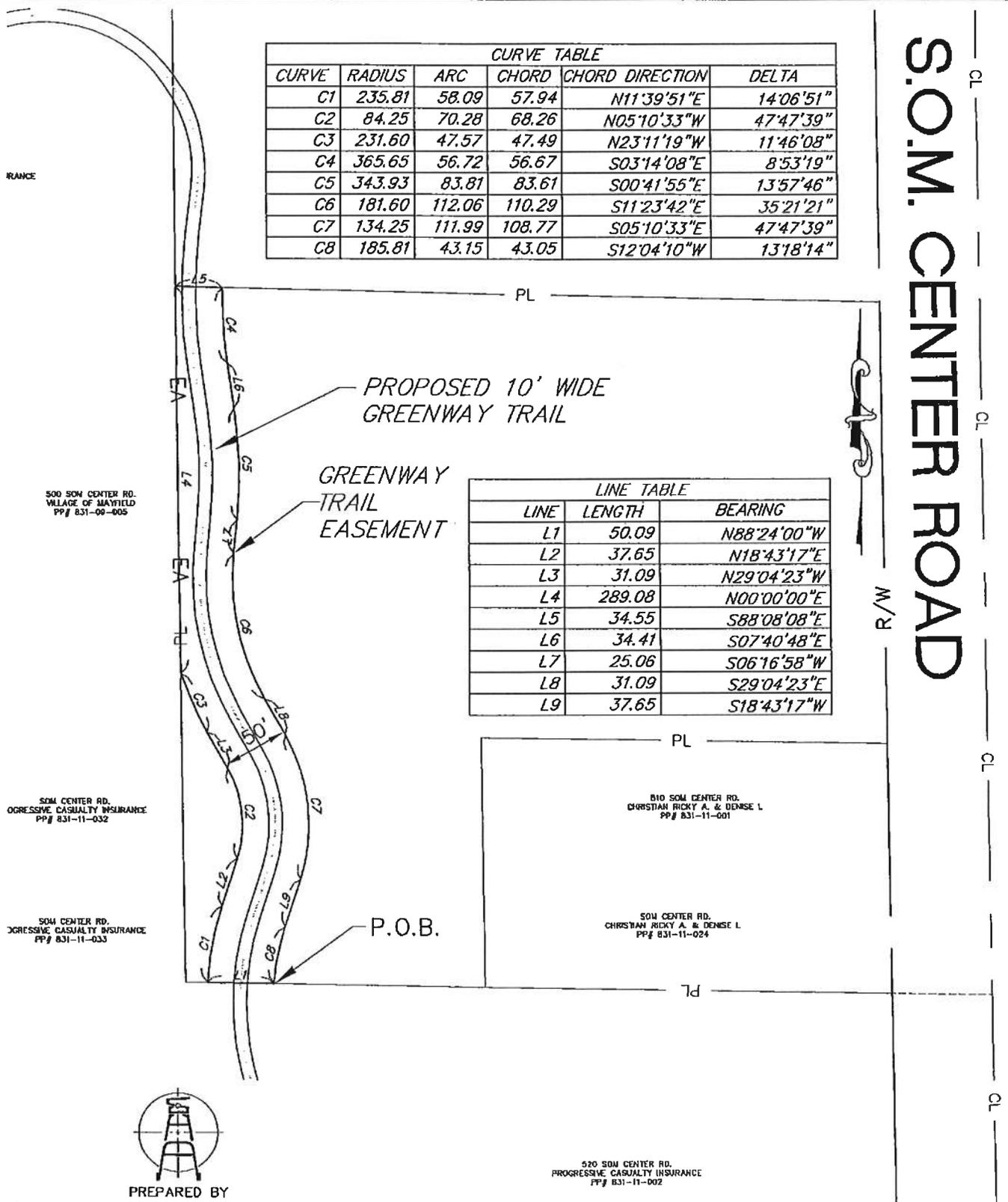
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Agent

GREENWAY TRAIL EASEMENT LIBRARY PARCEL EASEMENT-EXHIBIT B

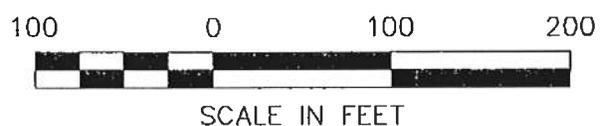
CURVE TABLE					
CURVE	RADIUS	ARC	CHORD	CHORD DIRECTION	DELTA
C1	235.81	58.09	57.94	N11°39'51"E	14°06'51"
C2	84.25	70.28	68.26	N05°10'33"W	47°47'39"
C3	231.60	47.57	47.49	N23°11'19"W	11°46'08"
C4	365.65	56.72	56.67	S03°14'08"E	8°53'19"
C5	343.93	83.81	83.61	S00°41'55"E	13°57'46"
C6	181.60	112.06	110.29	S11°23'42"E	35°21'21"
C7	134.25	111.99	108.77	S05°10'33"E	47°47'39"
C8	185.81	43.15	43.05	S12°04'10"W	13°18'14"

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.09	N88°24'00"W
L2	37.65	N18°43'17"E
L3	31.09	N29°04'23"W
L4	289.08	N00°00'00"E
L5	34.55	S88°08'08"E
L6	34.41	S07°40'48"E
L7	25.06	S06°16'58"W
L8	31.09	S29°04'23"E
L9	37.65	S18°43'17"W



PREPARED BY
STEPHEN HOVANCSEK & ASSOC., INC.
TWO MERIT DRIVE RICHMOND HEIGHTS,
OHIO 44143 (216) 731-6255 FAX NO.
(216) 731-4483

FEB. 16, 2012





STEPHEN HOVANCSEK & ASSOCIATES, INC.
Consulting Engineers & Planners
TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143
(216) 731-6255 FAX No: (216) 731-4483

**GREENWAY TRAIL EASEMENT
PROPOSED LIBRARY PARCEL
LEGAL DESCRIPTION
EXHIBIT "C"
February 16, 2012
Page 1 of 2**

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being a part of Original Mayfield Township Lot No. 25, Tract 1, and further known as being a part of Parcel "C" in the Lot Split Plat for Progressive Casualty Insurance Company as shown by the recorded plat in Volume 367, Pages 33-35 of Cuyahoga County Map Records and being further bounded and described as follows:

Beginning at a point in the centerline of S.O.M. Center Road at its intersection with the centerline of Highland Road; Thence North $0^{\circ}03'25''$ West along the centerline of S.O.M. Center Road a distance of 439.70 feet to angle point therein; Thence North $0^{\circ}00'00''$ East, continuing along said centerline a distance of 493.57 feet to a point; Thence North $88^{\circ}24'00''$ West, a distance of 539.06 feet to the principal place of beginning of the parcel of land herein described, and being in the Southerly line of aforesaid Parcel "C";

Thence continuing North $88^{\circ}24'00''$ West, along said Southerly line a distance of 50.09 feet to a point;

Thence Northeasterly, along a curved line deflecting to the right an arc distance of 58.09 feet to a point of tangency, said curved line having a radius of 235.81 feet, a central angle of $14^{\circ}06'51''$ and a chord which bears North $11^{\circ}39'51''$ East, 57.94 feet;

Thence North $18^{\circ}43'17''$ East, a distance of 37.65 feet to a point of curve;

Thence Northwesterly, along a curved line deflecting to the left an arc distance of 70.28 feet to a point of tangency, said curved line having a radius of 84.25 feet, a central angle of $47^{\circ}47'39''$ and a chord which bears North $5^{\circ}10'33''$ West, 68.26 feet;

Thence North $29^{\circ}04'23''$ West, a distance of 31.09 feet to a point of curve;

Thence Northwesterly, along a curved line deflecting to the right an arc distance of 47.57 feet to a point in the Westerly line of aforesaid Parcel "C", said curved line having a radius of 231.60 feet, a central angle of $11^{\circ}46'08''$ and a chord which bears North $23^{\circ}11'19''$ West, 47.49 feet;

Thence North $0^{\circ}00'00''$ East, along said Westerly line a distance of 289.08 feet the Northwesterly corner of said Parcel "C";

Thence South $88^{\circ}08'08''$ East, along the Northerly line of said Parcel "C" a distance of 34.55 feet to a point;

Thence Southeasterly, along a curved line deflecting to the left an arc distance of 56.72 feet to a point of tangency, said curved line having a radius of 365.65 feet, a central angle of $8^{\circ}53'19''$ and a chord which bears South $3^{\circ}14'08''$ East, 56.67 feet;

Thence South $7^{\circ}40'48''$ East, a distance of 34.41 feet to a point of curve;



STEPHEN HOVANCSEK & ASSOCIATES, INC.
Consulting Engineers & Planners
TWO MERIT DRIVE - RICHMOND HEIGHTS, OHIO 44143
(216) 731-6255 Fax No: (216) 731-4483

**GREENWAY TRAIL EASEMENT
PROPOSED LIBRARY PARCEL
LEGAL DESCRIPTION
EXHIBIT "C"
February 16, 2012
Page 2 of 2**

Thence Southeasterly, along a curved line deflecting to the right an arc distance of 83.81 feet to a point of tangency, said curved line having a radius of 343.93 feet, a central angle of $13^{\circ}57'46''$ and a chord which bears South $0^{\circ}41'55''$ East, 83.61 feet;

Thence South $6^{\circ}16'58''$ West, a distance of 25.06 feet to a point of curve;

Thence Southeasterly, along a curved line deflecting to the left an arc distance of 112.06 feet to a point of tangency, said curved line having a radius of 181.60 feet, a central angle of $35^{\circ}21'21''$ and a chord which bears South $11^{\circ}23'42''$ East, 110.29 feet;

Thence South $29^{\circ}04'23''$ East, a distance of 31.09 feet to a point of curve;

Thence Southeasterly, along a curved line deflecting to the right an arc distance of 111.99 feet to a point of tangency, said curved line having a radius of 134.25 feet, a central angle of $47^{\circ}47'39''$ and a chord which bears South $5^{\circ}10'33''$ East, 108.77 feet;

Thence South $18^{\circ}43'17''$ West, a distance of 37.65 feet to a point of curve;

Thence Southwesterly, along a curved line deflecting to the left an arc distance of 43.15 feet, said curved line having a radius of 185.81 feet, a central angle of $13^{\circ}18'14''$ and a chord which bears South $12^{\circ}04'10''$ West, 43.05 feet to the principal place of beginning and containing 0.556 acres (24,231 square feet) of land, as described by Stephen Hovancsek & Associates, Inc., in February, 2012 under the direction of Robert Smoltz, Ohio Registered Surveyor No. 6763, State of Ohio, be the same more or less but subject to all legal highways.

Basis of Bearings for this description being as established in the aforesaid Lot Split Plat recorded in Volume 367, Pages 33-35 of Cuyahoga County Map Records.