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**EASEMENT AGREEMENT  
FOR  
The PORTAGE Hike and Bike Trail**

NOW ALL MEN BY THESE PRESENTS that **PORTAGE COUNTY** which claims title to a railroad corridor by or through instrument recorded in Volume \_\_\_\_, Page \_\_\_\_, County Recorder's Office, for valuable consideration received to its full satisfaction of the **PORTAGE PARK DISTRICT** ("Grantee"), whose tax mailing address will be 128 N. Prospect St., Ravenna, Ohio 44266, does GIVE, GRANT, BARGAIN, SELL AND CONVEY to Grantee, its successors and assigns, in, on, over and across the premises described in Exhibit A, including the railroad bridge owned by PORTAGE COUNTY crossing over "parcel 4", attached hereto and made a part hereof (the "Easement Area" or "Premises"), a **permanent easement and right-of-way**, together with and subject to the terms, conditions, rights and privileges hereinafter set forth, for travel by pedestrians and bicycle traffic, trail purposes, public park purposes, and purposes related thereto, subject to the rights in the Operating Agreement between the Akron Barberton Cluster Railway Company "Operator" and Portage County "Grantor" June 21, 2007. This easement replaces the existing trail easement titled "AMENDMENT TO EASEMENT AGREEMENT RAILS/TRAILS PROJECT" dated June 28, 2007 and "EASEMENT AGREEMENT FOR RAILS/TRAILS PROJECT" dated June 4, 2002.

I. In addition to the foregoing easement and right-of-way, the following rights are hereby granted to Grantee, its successors and assigns so long as said rights are consistent with the remaining terms of this Agreement and do not interfere with the safe operation of rail traffic on the line.

- A. The right to construct and improve the Easement Area so as to permit its use as a bicycle and walking trail (but not for motorized vehicles) including the right to grade and pave the Easement Area;
- B. The right to maintain and repair the Easement Area;
- C. The right to install signs within the Easement Area;
- D. The right to install public accommodations approved by Grantor and Operator within the easement Area;
- E. The right to install approved fences along the Easement Area;
- F. The right to grant and allow members of the public the right to use the Easement Area for the purposes herein provided; and
- G. The right to establish and enforce rules and regulations for the use of the Easement Area.
- H. The right to know in advance of any significant construction, maintenance or operational activities that will take place on the corridor, including the application of herbicides.

The construction and operation of the trail corridor within the Easement Area will not interfere with any existing or contemplated commercial or industrial uses of the rail line. It shall be of paramount importance to Grantee to protect the general public and users of the trail from foreseeable dangers arising from the commercial and industrial use of the rail line adjoining such trail.

In exercising its right hereunder, Grantee covenants as follows:

Grantee will at all times construct, operate and maintain the trails corridor project within the Easement Area in a manner which will not interfere with the grant agreements, loan agreements or operating agreements to which Grantor and Operator is a party. Grantee will design, improve, construct, maintain and operate the trail project pursuant to the CONSTRUCTION SPECIFICATIONS & OPERATIONS GUIDELINES, hereinafter referred to as EXHIBIT B and attached to this easement agreement, which are based upon and pursuant to the FEDERAL HIGHWAY ADMINISTRATION RAILS WITH TRAILS STUDY dated 2001.

If the Grantor or Operator determines that the trail is not being operated or maintained within the design and management specifications set forth in Exhibit B., the Grantor or Operator shall give notice in writing to the Grantee of any departure from Exhibit B. If the Grantee fails to address the concerns within 30 days after receiving notice from the Grantor or Operator, a third party mediator, mutually approved by Grantee, Grantor and Operator, may review the issue(s) and attempt to resolve such issues. If such material issues are not fully resolved after sixty (60) days, the termination process described herein may be pursued.

Grantee will keep Grantor and Operator informed of all construction, improvements, maintenance and repairs made to the Easement Area and shall seek reasonable input from Grantor and Operator with regard thereto.

## **II. ADDITIONAL TERMS AND CONDITIONS**

**1. Consideration.** The GRANTEE shall pay to the GRANTOR valuable consideration of \$10.00. For the Operator the consideration shall be the mutual covenants contained herein and the Operator Contract.

**2. Specification.** The Premises shall be located, constructed and maintained in accordance with Exhibit "B", attached.

### **3. Construction.**

3.1 All materials and all work herein contemplated shall be furnished and performed by and at the sole cost and expense of the Grantee, and at such time and in such manner as shall be reasonably approved by the Vice President of Engineering of the Operator, or his designee. Before performing any work (except emergency repairs which require prompt notice), the Grantee shall give the Vice President of Engineering of the Operator, or his designee, at least forty-eight (48) hours written notice. Approval and consent shall not be unreasonably withheld by the Grantor and Operator.

3.2 Said trails easement shall also provide for adequate drainage facilities necessary or appropriate for the prevention of flooding or any other kind of water damage in the general area where drainage facilities shall be installed, repaired, maintained and cleaned at all times by and at the sole risk, cost and expense of the Grantee.

### **4. Maintenance.**

4.1 In addition to, but not in limitation of any of the foregoing provisions, if at any time the Grantor or Operator should deem crossing flagmen or watchmen desirable or necessary to properly protect the rail or trail, due to activities related to trail construction, maintenance, and rail operation and that cannot be reasonably corrected by other remedies offered by the Grantee, the Grantee shall place flagmen or watchmen there at the sole risk, cost and expense of the Grantee. The Grantee covenants and

the trail as safe as is reasonably possible. The furnishing or failure to furnish flagmen or watchmen by the Grantor and Operator, however, shall not release the Grantee from any and all other liabilities assumed by the Grantee under the terms of this Easement Agreement.

**5. Track or Grade Relocations.**

In the event the Operator shall be required, or may in its sole discretion decide at any time to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities upon land owned or used by the Grantor and Operator, then the Grantee shall, without cost or expense to the Grantor and Operator, and within thirty (30) days after service of notice in writing requiring the Grantee so to do, make such reasonable adjustments or relocations to the Grantee's facilities as herein provided as requested by Grantor or Operator.

**6. Priority of Use.**

The Grantor and Operator shall have the right at all times to paramount use of its track(s) and right-of-way or property and Grantee shall exercise the greatest care in the use of the Premises so not to adversely affect the property or rail operations.

**7. Public Safety Precautions.**

7.1 The Grantee shall erect and maintain signs as well as fences in accordance with Exhibit B, or as is amended to Grantor's and Operator's reasonable specifications to prevent public or commercial access to the railroad right-of-way and shall take such further steps as may be reasonable and necessary (including police patrols) to prevent unauthorized persons, the general public and commercial interests from entering upon or using the rail right-of-way for any purpose other than Park District and Trail use.

7.2 The Grantee shall take or cause to be taken such reasonable precautionary measures as may be necessary to avoid injury to or death of persons or damage to or destruction of property on the railroad right-of-way; and, if the Grantor or Operator should at any time, and from time to time, request the Grantee to take any other reasonable measures or to furnish any form of protection (either new, upgraded or additional protection), the Grantee, at its sole cost and expense, shall use its best efforts to reasonably and promptly cause the protection requested or directed by the Grantor or Operator to be installed and maintained.

7.3 In any event, the sole responsibility of policing the trail side of the right-of-way shall rest exclusively on the Grantee at all times and under all circumstances and it shall be responsible for protecting and making safe for the general public the aforesaid trail and railroad right-of-way.

**8. Taxes.**

The Grantee agrees to assume and pay any and all taxes or assessments which may be levied upon the Premises as a result of improvements by the Grantee under this Easement Agreement, and hereby agrees to indemnify, protect and save harmless the Grantor and Operator therefrom.

**9. Assignment.**

The permission and easement hereby afforded shall be the private privilege of the Grantee. Grantee may lease a portion of the easement premises to other political subdivisions which in turn must use the easement premises for the same purposes and pursuant to the same requirements as said easement

being granted to the Grantee. If lessee breaches the terms of this easement it shall be deemed a breach by the Grantee. In the event that the Grantee leases portions of the leased premises to another political subdivision, the Grantee will notify the Grantor and Operator in writing and provide the Grantor and Operator a copy of such lease. If the Grantor or Operator objects to such lease agreement, the Grantor or Operator will serve the Grantee with a written objection which will prevent the Grantee from leasing said portion of the easement premises. If the Grantor and Operator concur in any such lease agreement, or in the event that the Grantor or Operator does not serve the Grantee with a written objection within thirty (30) days of receiving such notice of said lease agreement, any lease agreement between the Grantee and another political subdivision shall be considered ratified by the Grantor and Operator and the Grantee's lease agreement shall be valid and in effect but subject to compliance to the terms of the terms herein.

**10. Indemnification.**

Grantee accepts the interest hereby granted with full cognizance of the risk of loss of life, personal injury and property loss or damage that may be caused by the construction, maintenance and use of the trail covered by this Easement Agreement or from any other persons' or entities (including the general public or commercial interests) use of the trail. The Grantee is willing to assume all risk and covenants that the privilege and interest hereby granted shall be used and enjoyed at the sole risk of the Grantee and that neither the Grantor nor Operator shall have any responsibility for loss, injury, death, or damage except as hereafter provided.

**11. Insurance**

Before this Easement Agreement shall be effective, the Grantee shall at its sole cost and expense procure, provide, and thereafter maintain in effect during the term of this Easement Agreement an insurance policy including excess liability coverage covering all liabilities assumed by the Grantee under Article 10 of this Easement Agreement, without exception or restriction of any kind. Said program shall provide coverage of not less than Three Million Dollars (\$3,000,000) single limit, bodily injury, death and or property damage whether of the Grantee, the Grantor and Operator. Any insurance shall be endorsed to provide that the Grantor and Operator will be named as additional insured's and will be notified in writing at least ten (10) days in advance by the insurance company of any cancellation or changes which modify the coverage provided hereunder. The providing of such insurance shall not be deemed a limitation on the liability of Grantee as provided in this Easement Agreement, but shall be additional security therefor.

**12. Termination of Easement.**

Pursuant to Article 16, below, and after mediation is used to attempt to remedy any issues, In the event the Grantee fails to perform or observe any covenant or term contained in this Agreement, the Grantor or Operator may terminate this Easement Agreement. Further Grantee also hereby agrees that if at anytime the rights herein granted (or part thereof) shall cease to be used for the purposes for which granted or fails to be properly maintained, the Easement Agreement may be terminated, and Grantee, its successors or assigns, will execute such instrument as now provided or hereafter may be provided by law to clear title of aforesaid property if the Grantee breaches any material term, promise, condition or covenant of this easement agreement and subsequently fails to remedy such breach in accordance with the terms herein.

The Grantor's or Operator's right to terminate the easement and interest of the Grantee shall be deemed to have been exercised upon the filing in the office of the County Recorder of Portage County, Ohio, of an affidavit satisfying the requirements of Ohio Revised Code specifying the reason for

Termination and the absence of a cure thereof which shall constitute the condition or event giving rise to the Grantor's or Operator's right to terminate the easement and interest in the easement premises.

Notwithstanding the Grantor's or Operator's right to terminate the easement and interest of Grantee as provided herein, the Grantor, Operator and Grantee shall also have such remedies as may be available at law or in equity including, without limitation, the remedies of specific performance and injunctive relief.

**13. Permits and Approvals.**

The burden of obtaining all permits and approvals which may be necessary or appropriate for construction and maintenance of the trail project shall be upon the Grantee and shall be at the sole risk, cost and expense of the Grantee whose responsibility it shall be to comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Grantor and Operator and the Grantee hereby agrees to indemnify, protect and save harmless the Grantor and Operator therefrom.

**14. Notices.**

Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

**As to Grantor:**  
PORTAGE COUNTY  
449 South Chestnut Street  
Ravenna, Oh 44266

**As Operator:**  
THE AKRON BARBERTON CLUSTER RAILWAY COMPANY  
43 Second Street N.W.  
Barberton, OH 44203

**As to Grantee:**  
PORTAGE PARK DISTRICT  
128 N. Prospect St.  
Ravenna, Oh 44266

**15. General Provisions.**

15.1 A determination that any part of this Easement Agreement is invalid shall not affect the validity or enforceability of any other part of this Easement Agreement.

15.2 This Easement Agreement shall be governed by the laws of the State of Ohio.

15.3 As used in this Easement Agreement, the words, "Grantor and Operator", and "Grantee" shall include the respective subsidiaries, affiliates, directors, officers, agents, and employees.

15.4 This Easement Agreement is for the exclusive benefit of the Grantee and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against the Grantee.

15.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Easement Agreement.

15.6 This Easement Agreement contains the entire Easement Agreement of the parties and supersedes any prior written or oral understandings, Easement Agreements or representations.

15.7 This Easement Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

15.8 All words, terms, and phrases used in this Easement Agreement shall be construed in accordance with their generally applicable meaning.

15.9 The terms of this Easement Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Easement Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "9" of this Easement Agreement. Neither party shall withhold reasonable consent, acceptance and approval towards the other party.

#### **16. Mediation Prior to Court Action or Termination**

In the event that issues arise which cause any party to this easement agreement to believe that the other party has breached a material condition or term of this easement agreement, the parties agree to present said issue(s) to a mediator approved by the parties. Such mediation shall be used in order to attempt to resolve any disputed issues. Such mediation will be used prior to any use of the termination process. Mediation shall be reasonably prompt in the event of urgent matters that may develop, and in all other cases, mediation shall occur within sixty (60) days. The parties retain all legal rights and remedies that may be pursued in courts of law after going through the mediation process.

III. EXECUTION.

IN WITNESS WHEREOF, the said parties hereto have caused this Easement Agreement to be duly executed and delivered as of the date signed below.

Witness:

PORTAGE COUNTY

Amy Hutchens  
Deborah Mazanec

By Charles W. Keiper II

Title: President, Portage County B.d. of Commissioners

DATE May 19, 2009

STATE OF OHIO )  
 ) SS:  
COUNTY OF PORTAGE )

The foregoing instrument was acknowledged before me this 19 day of May, 2009 by

Portage County Commissioners on behalf of PORTAGE COUNTY  
Charles W. Keiper II  
Deborah Mazanec  
NOTARY PUBLIC

DEBORAH MAZANEC, Notary Public  
Residence - Portage County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 14, 2013

Witness:

AKRON BARBERTON CLUSTER RAILWAY COMPANY

Larry R. Parsons  
Joe Hillard

By Larry R. Parsons

Title: Chairman + CEO

STATE OF OHIO )  
 ) ss:  
COUNTY OF STARK )

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared Larry R Parsons, as Chairman and Chief Executive Officer of the Akron Barberton Cluster Railway Company, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed on behalf of the Akron Barberton Cluster Railway Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at

Brewster, Ohio this 3 day of April, 2009.

Sheryl L Durant  
NOTARY PUBLIC

SHERYL L. DURANT  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 08-30-09

Witness

PORTAGE PARK DISTRICT

Barbara A. Ruonavaara

By Christine Craycroft

Title Executive Director

DATE 4.6.09

STATE OF OHIO )  
 )SS:  
COUNTY OF PORTAGE )

The foregoing instrument was acknowledged before me this 6th day of April,  
2009 by Christine Craycroft on behalf of the Portage Park District.

Barbara A. Ruonavaara  
NOTARY PUBLIC

Prepared by:  
William Callison, Esq.  
Wheeling & Lake Erie Railway Company  
100 East First Street  
Brewster, OH 44613

Approved as to form:  
David Brode  
David Brode, Assistant Prosecuting Attorney  
Portage County Prosecutor's Office



BARBARA A. RUONAVAARA  
Notary Public, State of Ohio  
07NT41  
My Commission Expires  
January 24, 2012

CERTIFICATE OF AUDITOR

I hereby certify that the money in the amount of  
\$ 10.00 required to meet the foregoing  
contract, agreement, or obligation has been fully  
appropriated, or authorized or directed for such purpose  
and is in the County Treasury, or in process of collection,  
for the credit of the 86009094 414000  
fund free from any outstanding obligation.

Date: 5-11-09 Yanet Espinoza  
Portage County Auditor

**APPROVED AS TO FORM**  
Portage County Assistant Prosecutor

## EASEMENT "A"

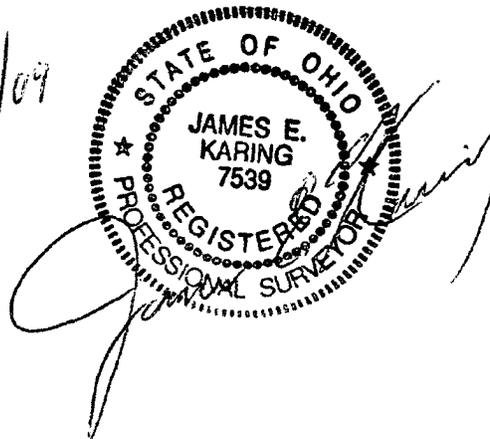
Situated in the Township of Franklin, County of Portage, State of Ohio and known as being a part of Original Township Lot 53, also known as being a portion of a parcel of land conveyed to the Portage County Board of Commissioners as recorded in Instrument No. 200408666 of said County's records, and being further bounded and described as follows:

Commencing at an iron pin found at the northwest corner of a parcel of land conveyed to the Portage County Park District as recorded in Deed Book 299, Page 591, said iron pin found being the **TRUE PLACE OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following seven (7) courses and distances:

- 1) Thence S 70° 28' 20" E for a distance of 15.03 feet to a point;
- 2) Thence S 69° 52' 15" E for a distance of 47.28 feet to a point;
- 3) Thence S 68° 56' 22" E for a distance of 49.23 feet to a point;
- 4) Thence S 89° 23' 39" W for a distance of 157.22 feet to a point;
- 5) Thence N 68° 11' 44" W for a distance of 122.45 feet to a point;
- 6) Thence along the arc of a curve to the right having the following properties:
  - Delta = 0° 46' 14"
  - Radius = 3903.55
  - Tangent = 26.25
  - Chord = 52.50
  - Chord Bearing = S 83° 25' 51" E for an arc distance of 52.50 feet to a point;
- 7) Thence N 89° 24' 45" E for a distance of 114.24 feet to the True Place of Beginning and containing 0.1451 acres (6,323 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for GPD Associates, in February of 2009.

Description based on a survey done by Deron J. Millman, P.S. 7717 for Millman Surveying, Inc., February 17, 2002.

2/5/09



## EASEMENT "B"

Situated in the Township of Franklin, County of Portage, State of Ohio and known as being a part of Original Township Lots 38, 39, 40 and 53, also known as being a portion of a parcel of land conveyed to the Portage County Board of Commissioners as recorded in Instrument No. 200408666 of said County's records, and being further bounded and described as follows:

Commencing at an iron pin found at the northwest corner of a parcel of land conveyed to the Portage County Park District as recorded in Deed Book 299, Page 591, thence S 70° 28' 20" E for a distance of 15.03 feet to a point, thence S 69° 52' 15" E for a distance of 47.28 feet to a point, Thence S 68° 56' 22" E for a distance of 49.23 feet to a point, Thence S 89° 23' 39" W for a distance of 157.22 feet to a point, thence N 68° 11' 44" W for a distance of 100.07 feet to a point, thence N 84° 04' 02" W for a distance of 133.74 feet to a point, thence N 85° 38' 31" W for a distance of 270.32 feet to a point, thence along the arc of a curve to the left having the following properties:

Delta = 11° 47' 10"  
Radius = 1175.22  
Tangent = 121.30  
Chord = 241.33

Chord Bearing = S 88° 27' 54" W for an arc distance of 241.75 feet to a point, said point being the **TRUE PLACE OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following twenty four (24) courses and distances:

- 1) Thence S 69° 34' 23" E for a distance of 247.83 feet to a point;
- 2) Thence S 83° 47' 22" W for a distance of 145.22 feet to a point;
- 3) Thence S 80° 27' 52" W for a distance of 418.20 feet to a point;
- 4) Thence S 76° 13' 18" W for a distance of 369.52 feet to a point;
- 5) Thence S 72° 53' 07" W for a distance of 927.91 feet to a point;
- 6) Thence S 71° 08' 54" W for a distance of 610.86 feet to a point;
- 7) Thence S 68° 34' 36" W for a distance of 417.47 feet to a point;
- 8) Thence S 65° 59' 51" W for a distance of 1607.95 feet to a point;
- 9) Thence S 65° 48' 24" W for a distance of 1937.53 feet to a point;
- 10) Thence S 64° 30' 20" W for a distance of 660.77 feet to a point;
- 11) Thence S 65° 48' 21" W for a distance of 147.27 feet to a point;
- 12) Thence N 24° 34' 21" W for a distance of 25.46 feet to a point;

EXHIBIT A  
EASEMENT AREA DESCRIPTION  
Page 3 of 16

*Ernie Luter / offic*  
BONNIE M. HOWE  
PORTAGE CO. RECORDER

- 13) Thence N 65° 45' 30" E for a distance of 116.18 feet to a point;
- 14) Thence N 65° 00' 48" E for a distance of 2408.72 feet to a point;
- 15) Thence N 65° 52' 03" E for a distance of 801.46 feet to a point;
- 16) Thence N 4° 45' 03" W for a distance of 7.03 feet to a point;
- 17) Thence N 65° 46' 25" E for a distance of 1682.01 feet to a point;
- 18) Thence N 70° 43' 25" E for a distance of 1115.99 feet to a point;
- 19) Thence S 13° 09' 57" E for a distance of 7.16 feet to a point;
- 20) Thence N 76° 50' 03" E for a distance of 294.24 feet to a point;
- 21) Thence N 30° 43' 22" E for a distance of 66.71 feet to a point;
- 22) Thence N 19° 46' 46" E for a distance of 48.82 feet to a point;
- 23) Thence N 76° 50' 03" E for a distance of 410.00 feet to a point;
- 24) Thence S 69° 34' 23" E for a distance of 180.62 feet to the True Place of Beginning and containing 11.3495 acres (494,383 S.F.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for GPD Associates, in February of 2009.

250908810  
POINTED FOR RECORD  
AT 105712  
FEE 220.00

09 MAY 27

**INDEXED**

Description based on a survey done by Deron J. Millman, P.S. 7717 for Millman Surveying, Inc., February 17, 2002.

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STATE OF OHIO  
JAMES E. KARING  
7539  
REGISTERED  
PROFESSIONAL SURVEYOR  
*[Signature]*  
2/5/09

## EASEMENT "C"

Situated in the Township of Franklin, County of Portage, State of Ohio and known as being a part of Original Township Lots 40 and 41, also known as being a portion of a parcel of land conveyed to the Portage County Board of Commissioners as recorded in Instrument No. 200408666 of said County's records, and being further bounded and described as follows:

Commencing at an iron pin found at the northwest corner of a parcel of land conveyed to the Portage County Park District as recorded in Deed Book 299, Page 591, thence S 70° 28' 20" E for a distance of 15.03 feet to a point, thence S 69° 52' 15" E for a distance of 47.28 feet to a point, Thence S 68° 56' 22" E for a distance of 49.23 feet to a point, Thence S 89° 23' 39" W for a distance of 157.22 feet to a point, thence N 68° 11' 44" W for a distance of 100.07 feet to a point, thence N 84° 04' 02" W for a distance of 133.74 feet to a point, thence N 85° 38' 31" W for a distance of 270.32 feet to a point, thence along the arc of a curve to the left having the following properties:

Delta = 11° 47' 10"  
Radius = 1175.22  
Tangent = 121.30  
Chord = 241.33

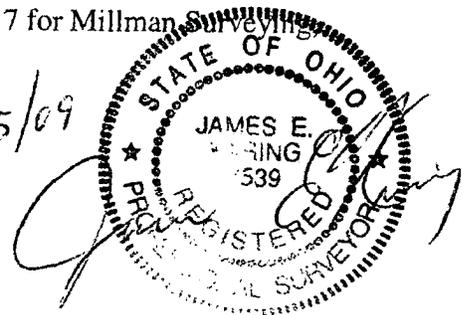
Chord Bearing = S 88° 27' 54" W for an arc distance of 241.75 feet to a point, thence S 69° 34' 23" E for a distance of 247.83 feet to a point, thence S 83° 47' 22" W for a distance of 145.22 feet to a point, thence S 80° 27' 52" W for a distance of 418.20 feet to a point, thence S 76° 13' 18" W for a distance of 369.52 feet to a point, thence S 72° 53' 07" W for a distance of 927.91 feet to a point, thence S 71° 08' 54" W for a distance of 610.86 feet to a point, thence S 68° 34' 36" W for a distance of 417.47 feet to a point, thence S 65° 59' 51" W for a distance of 1607.95 feet to a point, thence S 65° 48' 24" W for a distance of 1937.53 feet to a point, thence S 64° 30' 20" W for a distance of 660.77 feet to a point, thence S 65° 48' 21" W for a distance of 169.30 feet to a point, thence N 24° 34' 21" W for a distance of 25.45 feet to a point, said point being the **TRUE PLACE OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following four (4) courses and distances:

- 1) Thence S 65° 48' 21" W for a distance of 465.74 feet to a point;
- 2) Thence N 73° 12' 15" W for a distance of 38.17 feet to a point;
- 3) Thence N 65° 45' 30" E for a distance of 494.38 feet to a point;
- 4) Thence S 24° 34' 21" E for a distance of 25.45 feet to the True Place of Beginning and containing 0.2782 acres (12,120 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for GPD Associates, in February of 2009.

Description based on a survey done by Deron J. Millman, P.S. 7717 for Millman Surveying Inc., February 17, 2002.

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2/5/09



## WALL ST. to OAKWOOD ST.

Situated in the City Ravenna and the Township of Ravenna, County of Portage State of Ohio and known as being a part of Original Ravenna Township Lots 9S, 12S and 45S also known as being a portion of a parcel of land conveyed to Portage County Board of Commissioners recorded as Instrument No. 200408666 of said County's records, and being further bounded and described as follows:

Commencing at the southwest corner of a parcel of land conveyed to Portage Park District recorded as Instrument Number 200334170, said southwest corner also being on the west line of Lot 45 S, thence along the south line of said Portage Park District, N 77° 55' 28" E for a distance of 2244.77 feet to the southeast corner of said Portage Park District and a northwest corner of said Portage County Board of Commissioners, said corner being the **TRUE PLACE OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following nineteen (19) courses and distances:

- 1) Thence N 77° 55' 28" E for a distance of 301.63 feet to a point;
- 2) Thence along the arc of a curve to the right having the following properties:
  - Delta = 5° 54' 20"
  - Radius = 1910.00
  - Tangent = 98.52
  - Chord = 196.78
  - Chord Bearing = N 80° 52' 28" E for an arc distance of 196.86 feet to a point;
- 3) Thence N 6° 10' 22" W for a distance of 43.00 feet to a point;
- 4) Thence along the arc of a curve to the right having the following properties:
  - Delta = 25° 04' 04"
  - Radius = 1953.00
  - Tangent = 434.18
  - Chord = 847.67
  - Chord Bearing = S 83° 38' 20" E for an arc distance of 854.47 feet to a point;
- 5) Thence S 71° 06' 18" E for a distance of 3916.37 feet to a point;
- 6) Thence S 39° 41' 42" W for a distance of 11.40 feet to a point;
- 7) Thence along the arc of a curve to the left having the following properties:
  - Delta = 5° 58' 24"
  - Radius = 418.00
  - Tangent = 21.81
  - Chord = 43.56
  - Chord Bearing = S 36° 42' 30" W for an arc distance of 43.58 feet to a point;

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- 8) Thence N 72° 03' 35" W for a distance of 11.52 feet to a point;
- 9) Thence along the arc of a curve to the right having the following properties:  
Delta = 0° 33' 41"  
Radius = 35351.40  
Tangent = 173.21  
Chord = 346.42  
Chord Bearing = N 71° 54' 36" W for an arc distance of 346.42 feet to a point;
- 10) Thence along the arc of a curve to the right having the following properties:  
Delta = 0° 27' 37"  
Radius = 27581.51  
Tangent = 110.78  
Chord = 221.57  
Chord Bearing = N 71° 21' 27" W for an arc distance of 221.57 feet to a point;
- 11) Thence N 71° 10' 20" W for a distance of 768.16 feet to a point;
- 12) Thence N 71° 11' 51" W for a distance of 871.50 feet to a point;
- 13) Thence N 71° 09' 56" W for a distance of 1197.45 feet to a point;
- 14) Thence along the arc of a curve to the left having the following properties:  
Delta = 2° 05' 07"  
Radius = 7130.18  
Tangent = 129.77  
Chord = 259.50  
Chord Bearing = N 72° 06' 37" W for an arc distance of 259.52 feet to a point;
- 15) Thence along the arc of a curve to the left having the following properties:  
Delta = 1° 59' 52"  
Radius = 5534.53  
Tangent = 96.49  
Chord = 192.96  
Chord Bearing = N 74° 18' 47" W for an arc distance of 192.97 feet to a point;
- 16) Thence along the arc of a curve to the left having the following properties:  
Delta = 5° 16' 54"  
Radius = 2860.46  
Tangent = 131.93  
Chord = 263.59  
Chord Bearing = N 77° 06' 04" W for an arc distance of 263.68 feet to a point;

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17) Thence along the arc of a curve to the left having the following properties:

Delta = 15° 23' 25"

Radius = 1900.54

Tangent = 256.80

Chord = 508.97

Chord Bearing = N 86° 44' 10" W for an arc distance of 510.51 feet to a point;

18) Thence along the arc of a curve to the left having the following properties:

Delta = 16° 40' 49"

Radius = 1941.76

Tangent = 284.66

Chord = 563.30

Chord Bearing = S 77° 18' 01" W for an arc distance of 565.29 feet to a point;

19) Thence N 12° 04' 32" W for a distance of 77.33 feet to the True Place of Beginning and containing 7.8128 acres (340,327 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for GPD Associates, in February of 2009.

Description based on a survey done by Deron J. Millman, P.S. 7717 for Millman Surveying, Inc., March 29, 2002 and Thomas P. Tortorella, P.S. for Floyd Browne Group, August 2006.

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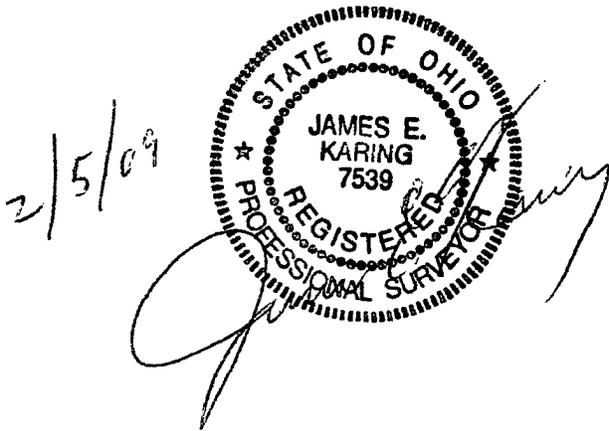
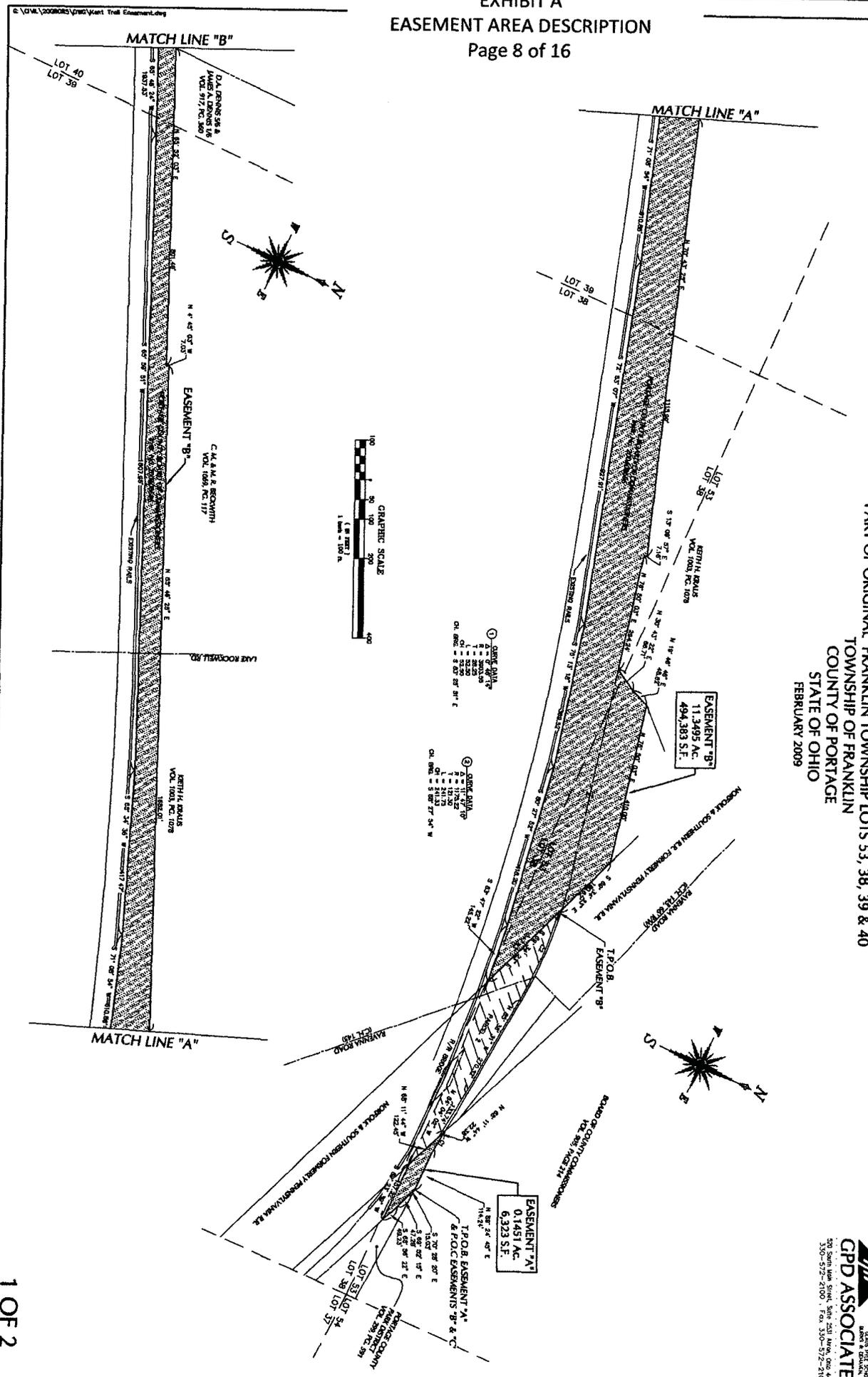


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EASEMENT EXHIBITS "A" & "B"  
PART OF ORIGINAL FRANKLIN TOWNSHIP LOTS 53, 38, 39 & 40  
TOWNSHIP OF FRANKLIN  
COUNTY OF PORTAGE  
STATE OF OHIO  
FEBRUARY 2009







**Bike Path Easement**

Situated in Ravenna Township and The City of Ravenna, County of Portage, State of Ohio and being more fully described as an easement for the use of a Bike Path over, upon and through the property of the Portage County Board of Commissioners as recorded in File No. 200408665 of Portage County Official Records:

Beginning at the intersection of the centerline of Oakwood Street with the northerly line of said Portage County Board of Commissioners property:

Thence along said Portage County Board of Commissioners northerly line for the following 21 courses:

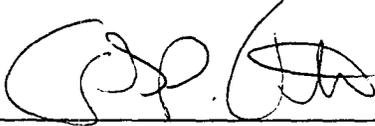
- 1.) S 71°06'18" E, 791.22 feet to a point;
- 2.) N 86°49'10" E, 132.40 feet to a point;
- 3.) S 03°10'50" E, 46.84 feet to a point;
- 4.) S 72°10'50" E, 597.00 feet to a point;
- 5.) S 17°49'10" W, 7.50 feet to a point;
- 6.) S 72°10'50" E, 4.92 feet to a point;
- 7.) 210.62 feet along the a curve deflecting to the left and having a Radius of 1867.00 feet, a Delta of 06°27'49" and a Chord bearing S 75°24'45" E, 210.51 feet to a point;
- 8.) N 18°19'10" E, 101.26 feet to a point;
- 9.) S 50°40'50" E, 194.25 feet to a point;
- 10.) 968.26 feet along the a curve deflecting to the left and having a Radius of 1867.00 feet, a Delta of 29°44'53" and a Chord bearing N 81°55'29" E, 957.45 feet to a point;
- 11.) N 88°33'47" E, 26.85 feet to a point;
- 12.) N 01°26'13" W, 10.81 feet to a point;
- 13.) 675.11 feet along the arc of a curve deflecting to the left and having a Radius of 1867.00 feet, a Delta of 20°43'06" and a Chord bearing N 55°49'12" E, 671.44 feet to a point;

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- 14.) N 43°18'24" E, 4096.87 feet to a point;
  - 15.) N 43°19'32" E, 1088.41 feet to a point;
  - 16.) N 43°22'10" E, 188.25 feet to a point;
  - 17.) N 43°17'17" E, 2720.49 feet to a point;
  - 18.) N 84°01'15" E, 19.08 feet to a point;
  - 19.) N 43°19'02" E, 1694.46 feet to a point;
  - 20.) S 84°32'15" W, 19.73 feet to a point;
  - 21.) N 43°17'15" E, 819.35 feet to a point on the westerly line of Peck Road;
- Thence S 04°52'24" E, 61.47 feet along said westerly line to a point;
- Thence S 43°17'25" W, 2406.13 feet to a point;
- Thence S 43°17'13" W, 1133.27 feet to a point;
- Thence S 43°18'13" W, 2881.31 feet to a point;
- Thence S 43°17'46" W, 1507.31 feet to a point;
- Thence N 46°41'36" W , 5.00 feet to a point;
- Thence S 43°08'47" W, 226.09 feet to a point;
- Thence S 43°18'52" W, 653.06 feet to a point;
- Thence S 43°19'40" W, 1500.86 feet to a point;
- Thence S 43°35'44" W, 178.84 feet to a point;
- Thence 2135.56 feet along the arc of a curve deflecting to the right and having a Radius of 1912.61 feet, a Delta of 63°58'28" and a Chord bearing S 74°59'08" W, 2021.41 feet to a point;
- Thence N 73°01'38" W, 169.71 feet to a point;
- Thence N 72°07'54" W, 482.81 feet to a point;
- Thence N 72°03'35" W, 941.67 feet to a point on the centerline of Oakwood Street as aforesaid;

Thence N 17°56'25" E, 52.15 feet along said centerline to the Place of Beginning and containing 14.1195 Acres of land as calculated by Thomas P. Tortorella, P.S. No. 7194 for Floyd Browne Group in January, 2009 based on a survey by Deron J. Millman, P.S. 7717 in March, 2002.



3/20/09

Thomas P. Tortorella, P.S. # 7194

Date:









## **EXHIBIT B**

### **CONSTRUCTION SPECIFICATIONS & OPERATIONS GUIDELINES**

#### **I. Introduction**

The PORTAGE Hike and Bike Trail Operations and Management Plan is intended to serve as a guide to the Portage Park District and trail partners for the management of The PORTAGE Hike and Bike Trail, (the Trail). The management and operation of the Trail will be undertaken to result in a safe, clean, aesthetically pleasing and enjoyable experience for the trail user while using resources efficiently and cost-effectively.

The Trail is a hike and bike trail on a former railroad bed in Portage County, Ohio. It will travel through the communities of Franklin Township, Ravenna Township and Ravenna City. The Portage Park District owns 2 miles of former railroad corridor outright. The remaining portion of the trail runs alongside active railroad tracks currently owned by Portage County and operated by the Akron Barberton Cluster Railway Corporation (ABCRRRC). The Park District holds an easement upon that portion, to which this Exhibit B specifically pertains.

#### **II. Administration**

1. Administration of the Trail will be the responsibility of the Portage Park District, either directly, in the case of that portion of Trail under complete Park District control, or indirectly in the case of portions of the trail or easement area that the Park District may lease to others. The Park District will coordinate operations, maintenance and capital improvements with the railroad Owner and Operator, and lessee(s), as necessary.
2. The Park District and lessee(s) will conduct regular inspections, and an inspection log will be kept to note all observations of the trail's condition, maintenance and safety.
3. Liability responsibility is defined in the trail easement document.
4. The Park District will communicate and coordinate with the railroad Owner and Operator regarding:
  - a. Schedules for major maintenance and improvements
  - b. Major special events
  - c. Changes in management or administration
  - d. Security, trespass and safety issues
  - e. Any other issues of significance and relevance.
5. The Park District expects the railroad owner and operator to notify the Park District of significant issues relevant to the Trail management, including:
  - a. Changes in railroad frequency, speed and freight
  - b. Herbicide spraying schedule
  - c. Changes in ownership or contact information
  - d. Security, trespass and safety issues
  - e. Maintenance plans

#### **III. Development**

1. The Trail will be constructed with the following guidelines as mentioned in the *Rails With Trails: Lessons Learned*, report published in 2001, a study commissioned by the Federal Highway Administration.
  - a. The trail edge will be set back at least 25' from the centerline of the active tracks, except for confined areas, in which case a fence will be installed between the trail and tracks at setbacks of less than 25'. The exception is the out-of-service portion in Ravenna, in which case the trail will be set back less than 25' without a fence, until such time as the railroad becomes active in that section again. The location of the trail will be set back at least 15' from the centerline of the tracks, for tracks that are in-service.
  - b. The Trail will be between 8 and 12 feet wide with cleared shoulders on either side. Construction will not interrupt positive drainage on the corridor.
  - c. Signage will be used to direct road and trail traffic, to notify trail users of rules and trail etiquette and to educate trail users about safety and the natural and cultural history of the area. Signage will also be posted every half-mile along the active railroad as notice to forbid trespassing onto the railroad operating area.
  - d. The Trail will be developed to comply with the Americans with Disabilities Act as much as is feasible.

#### **IV. Maintenance**

1. Routine trail maintenance will be covered by staff, contracted labor and/or volunteers of the Park District and/or lessee(s). Regular maintenance items include:
  - a. Litter pickup
  - b. Trimming of vegetation along trail and mowing trail shoulders; herbicide use as necessary
  - c. Repairs as needed: signs, bollards, surface stone, fencing, drainage, etc.
2. Capital improvements and major maintenance will be scheduled and coordinated with the railroad owner and operator as needed for items such as bridge repairs, trail resurfacing and parking lot improvements. Trail resurfacing is estimated to be necessary every 5-8 years.

#### **V. Security and Enforcement**

1. A variety of partners will enforce the rules of the Trail and provide for a safe and secure environment:
  - a. Park District staff (or staff of lessee(s)) will regularly patrol the Trail and record Trail conditions and problems. The Park District will implement remedies to known security problems, including scheduling additional patrols, notifying police and sheriff's departments, and communicating with offenders as necessary.
  - b. City Police Departments and the Portage County Sheriff's Department will provide security enforcement as needed for illegal and hazardous behaviors. Security and Emergency personnel will be provided with keys for access to the trail from road crossings.
2. The following Trail Rules will be posted:
  - No Motor Vehicles/No horses
  - Stay on Trail/Stay off railroad tracks and private property.
  - Pets must be leashed at all times
  - Yield to on-coming Trail traffic
  - Regular hours of operation are dawn to dusk
  - No alcohol

#### **VI. Public Relations, Education and Outreach**

1. Proper trail use and safety will be integrated throughout the Park District's communications and public relations program. The following venues will be used to relay information about the Trail:
  - a. Press releases via newspaper and radio
  - b. Park and Trail maps and brochures
  - c. Newsletter articles
  - d. Web sites
  - e. User and advocacy groups
  - f. Annual Kent Heritage Festival train rides
2. The Park District will partner with Operation Lifesaver to develop and distribute literature and programs, including:
  - a. Literature distribution through schools and park literature boxes.
  - b. Safety signage at trailheads.
  - c. Presentations/Assemblies to schools and community groups.
  - d. On-site programs.