

ORDINANCE NO. 39-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT WITH THE POST/COLEMAN FAMILY LIMITED PARTNERSHIP FOR PROPERTY LOCATED AT 260 STATE ROAD FOR THE PURPOSE OF COMPLETING THE WEST SMITH RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized to enter into a Right-of-Way Purchase Agreement with the Post/Coleman Family Limited Partnership for property located at 260 State Road for the purpose of completing the West Smith Reconstruction Project.
- SEC. 2:** That the funds to cover the Right-of-Way Purchase Agreement, in the amount of \$122,962.00 are available in Account No. 108-0610-54411.
- SEC. 3:** That a copy of the Purchase Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to execute said right-of-way agreement to allow the project to proceed as quickly as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 14, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 14, 2016

SIGNED: Dennis Hanwell
Mayor

CONTRACT

ORD. 39-16
Exh. A

CITY OF MEDINA – WEST SMITH ROAD PROJECT

This Agreement is by and between the City of Medina ["Purchaser"] and The Post/Coleman Family Limited Partnership ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

The Seller has agreed to Donate to the City of Medina all of the land that is needed to build the West Smith Road project, which is identified within this agreement as 13-WDV, TV, TV1 and attached as Exhibit A. By donating, the Seller has agreed to forgo the \$9,400.00 in compensation that was originally offered to the Seller for the required right of way. As a separate item, the Purchaser has agreed to pay the Seller the sum of \$122,962.00, which sum shall constitute the entire amount of compensation due Seller for: (a) Standard Welding to acquire 0.55606 acres of land from the adjacent property owner (A.I. Roof) to allow for new parking (b) allow modifications to be made to the Standard Welding's building and site per the quote from 620 Construction attached to this agreement as Exhibit B (c) Seller's covenants set forth herein.

The City of Medina shall be responsible for all costs and fees relating to the creation and recording of a new lot consisting of 0.55606 acres of property located immediately east of and adjacent to Seller's property that the Seller will be acquiring from the A.I. Roof Co. (PPN 028-19A-20-09), including all costs associated with surveying, preparation of the plat creating the lot split, and recording of said plat.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes for the real property identified as 13-WDV. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A at the time of signing this agreement.

4. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

6. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of

the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

7. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

8. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

9. Pnyment Date

The consummation of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate this Agreement. Provided, however, in no event shall such consummation occur more than 120 days after the last date on which one of the Parties executes this Agreement.

10. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

11. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

12. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina and The Post/Coleman Family Limited Partnership have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE POST/COLEMAN FAMILY LIMITED PARTNERSHIP

Charles F. Coleman

By: Charles F. Coleman
Managing Partner

Date: 2-24-16

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 24th day of February, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Charles F. Coleman, who acknowledged being the Managing Partner and duly authorized agent of The Post/Coleman Family Limited Partnership, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018

Joseph E. Almady

NOTARY PUBLIC
My Commission expires: 8/22/18

CITY OF MEDINA

Dennis Hanwell
By: Dennis Hanwell
Mayor

Date: March 14, 2016

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 15th day of March, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, the Mayor and duly authorized representative of City of Medina, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Medina.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Kimberly A. Walter

NOTARY PUBLIC
My Commission Expires Kimberly A. Walter

Notary Public
State of Ohio

My Comm Expires Aug. 3, 2018

EXHIBIT A

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RX 251 WDV

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

PARCEL 13-WDV AM
WEST SMITH ROAD
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Records and being a parcel of land lying on the right side of the centerline of right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 00 degrees 03 minutes 58 seconds West along the centerline survey of State Road a distance of 30.49 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of 30.00 feet to the existing easterly right of way line of State Road and being the South West corner of said out lot 15 and the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along the existing right of way, also being the westerly line of Out Lot 15 and to the southwest corner of said Out Lot 15 a distance of 390.98 feet to an Iron Pin Set;
2. thence North 79 degrees 38 minutes 55 seconds East a distance of 5.08 feet to an Iron Pin Set;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 310.58 feet to an Iron Pin Set;
4. thence South 05 degrees 38 minutes 21 seconds East a distance of 44.60 feet to an Iron Pin Set;
5. thence along a curve to the left, said curve having a radius of 40 feet and an arc length of 59.58 feet, said arc subtending a central angle of 85 degrees 20 minutes 56 seconds and having a chord bearing and distance of South 48 degrees 18 minutes 49 seconds East, 54.23 feet to an Iron Pin Set on the existing northerly right of way line of West Smith Road and

EXHIBIT A

RX 251 WDV

- south line of Out Lot 15;
6. thence South 89 degrees 00 minutes 43 seconds West along said right of way line a distance of 49.79 feet to the existing easterly right of way line of State Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0588 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.





Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/17/2012
Date

Legal Approved
Date 1-8-2013
By Beth Miller

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 287 TV

Ver. Date 12/17/2012

PID 81334

PARCEL 13-TV *AW*
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997, to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 89 degrees 00 minutes 43 seconds East along the centerline survey of West Smith Road a distance of 50.77 feet; thence North 00 degrees 59 minutes 17 seconds West a distance of 43.00 feet to the intersection of the proposed northerly right of way line and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 89 degrees 00 minutes 43 seconds East a distance of 151.78 feet to a point and the easterly property line;
2. thence South 00 degrees 14 minutes 44 seconds East a distance of 13.00 feet to a point and the existing northerly right of way line of West Smith Road;
3. thence South 89 minutes 00 minutes 43 seconds West along existing right of way line a distance of 122.10 feet to a point;
4. thence along a curve to the right, said curve having a radius of 40 feet and an arc length of 33.19 feet, said arc subtending a central angle of 47 degrees 32 minutes 45 seconds and having a chord bearing and distance of North 67 degrees 12 minutes 55 seconds West, 32.25 feet to a point and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0426 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

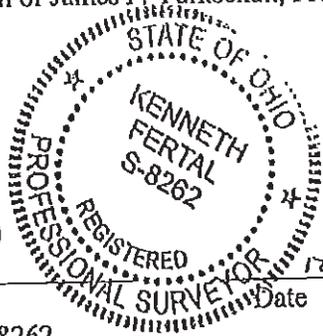
Page 2 of 2

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RX 287 TV

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



[Handwritten Signature]

12/17/2017

Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 287 TV

Ver. Date 09/15/2014

PID 81334

MS
PARCEL 13-TV1
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Records and being a parcel of land lying on the right side of the centerline of right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of State Road, at Station 00+00.00, and the centerline of right of way of West Smith Road, at Station 64+97.29; thence North 00 degrees 03 minutes 58 seconds West along the centerline of right of way of State Road a distance of 185.41 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of 35.00 feet to the proposed easterly right of way line of State Road and being the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along said proposed right of way line a distance of 209.73 feet to a point;
2. thence North 89 degrees 56 minutes 02 seconds East a distance of 17.00 feet to a point;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 130.00 feet to a point;
4. thence North 89 degrees 56 minutes 02 seconds East a distance of 13.00 feet to a point;
5. thence South 00 degrees 03 minutes 58 seconds East a distance of 79.73 feet to a point;
6. thence South 89 degrees 56 minutes 02 seconds West a distance of 30.00 feet to a point and the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.1056 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262, on September 15, 2014.

EXHIBIT A

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RX 287 TV

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal
Professional Surveyor #8262

7/12/2014
Date





EXHIBIT B

STANDARD WELDING AND STEEL PRODUCTS
MEDINA, OHIO 44258

FABRICATED
STRUCTURAL

STEEL

WAREHOUSE
WELDING

OFFICE AND PLANT
260 SOUTH STATE ROAD
P.O. Box 297
MEDINA, OHIO 44258

MEDINA 330-725-4151
CLEVELAND 330-273-2777
FAX 330-723-0399

- Acquire .55606 acres from A.I. Root @ \$35,000 per acre \$ 19,462.10
 - Root to retain underground rights to natural resources
- Simmons Brothers proposal @ \$131,951.00
 - See following pages for Simmons details
- 620 Construction proposal @ \$103,500.00
 - See following pages for 620 details
- Assuming lowest bidder \$103,500.00

SUBTOTAL: \$122,962.10

- NOTE: Subtotal does not include land survey, title or legal work fees for the property transfer.



ALCO MURROE, INC. COMPANY
CONSTRUCTION
employee owned

January 15, 2016

Standard Welding
260 S. State Road
Medina, Ohio 44256
Attn: Mr. Chris Coleman

We are pleased to present you with our Proposal for interior renovation work at your existing facility in Medina. The following is a general scope of work for this project based on our site visit. The Detailed Site Plan provided by the City of Medina dated November 16, 2016 and is subject to revision upon final design and scope.

1000 - GENERAL CONDITIONS

- Architectural design fees for interior/building modifications are included.
- A \$1,000 Allowance is included for building permit fees.
- Layout and staking of parking and driveway is included.
- Project Management and on-site Supervision are included in this Proposal.
- Temporary office and toilet facilities are included in this proposal.
- Dumpsters are included for construction debris removal.
- General and final cleanup of jobsite is included.

EXCLUSIONS:

- Pre-construction soil borings are not included.
- Site/Civil engineering and design fees are not included.
- Grading permit fees are not required as per Pat Palton.
- Temporary power and water are to be made available by Owner during construction

2000 - SITEWORK & DEMOLITION

- Selective demolition to include the following:
 - Remove one (1) existing overhead door and track.
 - Remove existing fixed glass window in hallway.
 - Remove 110 square feet of existing VCT.
 - Remove 145 square feet of existing lay-in acoustical ceiling tile.
- Sawcut and remove concrete apron at Smith Road as per the plans.
- Provide tree clearing, stump grinding, and debris removal as necessary for Sitework.
- Erosion control including approximately 270' of silt fence and 2 inlet protection devices. Maintenance and removal of erosion control structure.
- cuts and fills necessary to bring site to grade.
- Haul out unneeded spoils.
- Application of finish grade with salvaged topsoil will be placed in green areas.
- Install Storm sewer work as follows:
 - 100' of 24" HDPE pipe.
 - 225' of 8" PVC pipe.
 - Two (2) 2-2-B catch basins.
 - One (1) concrete ½ headwall.
- Install 5,610 square feet of gravel drive and parking area consisting of TX-140 geogrid with 1" of compacted #8 limestone over 2" of #57 limestone over 4" of #1 limestone.
- Asphalt paving to include the following:

- 4,788 square feet of 4" asphalt paving over 4" of compacted limestone base as per the Site Plan.
- Pavement striping as per the Site Plan.

EXCLUSIONS:

- Installation of new concrete aprons and sidewalks are to be by The City of Medina as per the plans.
- Pre-cast parking bumpers are not included.

3000 - CONCRETE

- Form and pour 105 square feet of interior reinforced concrete landing and ramp from new South entrance down to existing finish floor elevation.
- Install two (2) 12" diameter concrete sign foundations with anchor bolts outside of new South entrance door.

4000 - MASONRY

- Cut-in three (3) exterior 3'x7' openings into existing exterior masonry walls.
- Enlarge existing East overhead door opening from 10'-0" x 10'-0" to 16'-0" x 10'-0".

5000 - METALS

- Install Standard Welding supplied lintel beams and lintel angles.
- Install four (4) 6" diameter Standard Welding supplied pipe bollards.
- Install 15 lineal feet of Standard Welding supplied handrail at interior ramp location.

6000 - CARPENTRY

- Re-frame for new reception window as necessary.

7000 - THERMAL & MOISTURE PROTECTION

- None.

8000 - DOORS & WINDOWS

- Furnish and install Aluminum storefront entrance glass as follows:
 - One (1) 3'-0" x 7'-0" storefront entrance on South wall with 1" insulated glass.
 - One (1) interior 8'x8" storefront vestibule entrance door with sidelites and 1/4" un-insulated glass.
- Two (2) exterior hollow metal doors with welded hollow metal frames and commercial hardware.
- One (1) 16'-0" x 10'-0" insulated sectional overhead door with standard lift track, manual operation and one (1) full-view section.

9000 - FINISHES - OFFICE AREA

- Install 145 square feet of new 2x4 lay-in acoustical ceiling in new vestibule area.
- Cut-in new 4'x7' opening in existing office and provide drywall jambs and header.
- Install 145 square feet of 2x4 lay-in acoustical ceiling in new vestibule.
- Floor coverings to include the following:
 - 145 square feet of VCT flooring to match existing.
 - 36 lineal feet of 4" vinyl cove base.
- Painting to include the following:
 - Prime and paint drywall around new office opening to match existing.
 - Paint existing masonry in new vestibule hallway.
 - Two (2) hollow metal door frames and hollow metal doors.
 - Four (4) pipe bollards.
 - Masonry jambs at new exterior openings.

10000 - SPECIALTIES

- None.

11000 - SPECIAL EQUIPMENT

- None.

12000 - FURNISHINGS

- None.

13000 - PRE-ENGINEERED BUILDING

- None.

15000 - MECHANICAL

- Install one (1) return air grille in new vestibule.

16000 - ELECTRICAL

- Electrical work to include the following:
 - Two (2) new 250W wall pak lights on East wall.
 - Three (3) new exit/emergency lights.
 - One (1) exit light.
 - Three (3) remote emergency lights.

EXCLUSIONS:

- Security system.
- Fire alarm system.

WE PROPOSE TO PROVIDE LABOR, MATERIAL, AND EQUIPMENT OF THE WORK DESCRIBED HEREIN FOR THE SUM OF \$103,500.00

COST BREAKDOWN

Sitework: \$67,718.00

Building Improvements: \$35,781.00

ALTERNATES

1. Eliminate Vestibule Entrance – DEDUCT: (\$2,579.00)
Eliminate 8'x8' interior vestibule storefront entrance and exit light. Existing ceiling tile to remain and existing hall window to be replaced with sliding glass reception window.

Respectfully Submitted,



Jeff Maurer
Estimator/Project Manager

**RESOLUTION OF
The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership**

WHEREAS, the City of Medina, Ohio desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this limited partnership, and more particularly described as follows:

PARCEL(S): 13 WDV,TV,TV1
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Medina, Ohio has offered in good faith to purchase said certain parcel or parcels of land, as described in Exhibit A.

NOW THEREFORE BE IT RESOLVED by the Board of Directors/Partners of The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership that Charles F. Coleman shall be, and hereby is, the duly authorized, empowered and acting agent of The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership for the purpose of executing and delivering to the City of Medina, Ohio all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from The Post/Coleman Family Limited Partnership, an Ohio Limited Partnership to City of Medina, Ohio, for the hereinabove mentioned consideration.

Charles F. Coleman 2-24-16

By: Charles F. Coleman

Its: General Partner

EXHIBIT A

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RX 251 WDV

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

PARCEL 13-WDV AM
WEST SMITH ROAD
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 00 degrees 03 minutes 58 seconds West along the centerline survey of State Road a distance of 30.49 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of 30.00 feet to the existing easterly right of way line of State Road and being the South West corner of said out lot 15 and the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along the existing right of way, also being the westerly line of Out Lot 15 and to the southwest corner of said Out Lot 15 a distance of 390.98 feet to an Iron Pin Set;
2. thence North 79 degrees 38 minutes 55 seconds East a distance of 5.08 feet to an Iron Pin Set;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 310.58 feet to an Iron Pin Set;
4. thence South 05 degrees 38 minutes 21 seconds East a distance of 44.60 feet to an Iron Pin Set;
5. thence along a curve to the left, said curve having a radius of 40 feet and an arc length of 59.58 feet, said arc subtending a central angle of 85 degrees 20 minutes 56 seconds and having a chord bearing and distance of South 48 degrees 18 minutes 49 seconds East, 54.23 feet to an Iron Pin Set on the existing northerly right of way line of West Smith Road and

EXHIBIT A

RX 251 WDV

south line of Out Lot 15;

6. thence South 89 degrees 00 minutes 43 seconds West along said right of way line a distance of 49.79 feet to the existing easterly right of way line of State Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0588 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.





Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/17/2012
Date

Legal Approved
Date 1-8-2013
By Beth Miller

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 287 TV

Ver. Date 12/17/2012

PID 81334

PARCEL 13-TV *AM*
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997, to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence North 89 degrees 00 minutes 43 seconds East along the centerline survey of West Smith Road a distance of 50.77 feet; thence North 00 degrees 59 minutes 17 seconds West a distance of 43.00 feet to the intersection of the proposed northerly right of way line and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 89 degrees 00 minutes 43 seconds East a distance of 151.78 feet to a point and the easterly property line;
2. thence South 00 degrees 14 minutes 44 seconds East a distance of 13.00 feet to a point and the existing northerly right of way line of West Smith Road;
3. thence South 89 minutes 00 minutes 43 seconds West along existing right of way line a distance of 122.10 feet to a point;
4. thence along a curve to the right, said curve having a radius of 40 feet and an arc length of 33.19 feet, said arc subtending a central angle of 47 degrees 32 minutes 45 seconds and having a chord bearing and distance of North 67 degrees 12 minutes 55 seconds West, 32.25 feet to a point and the temporary northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross take of 0.0426 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

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RX 287 TV

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.

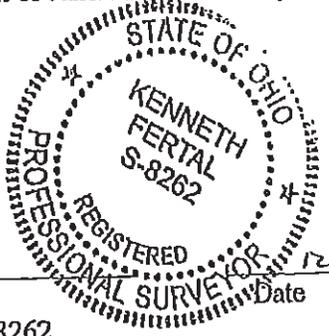

Kenneth Fertal
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HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

EXHIBIT A

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Rev. 06/09

RX 287 TV

PID 81334

Ver. Date 09/15/2014

MS
PARCEL 13-TV1
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Out Lot No. 15 and being a 1.5912 acre parcel conveyed on August 01, 1997 to The Post/Coleman Family Limited Partnership by Deed Volume 1290 Page 36 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of State Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of State Road, at Station 00+00.00, and the centerline of right of way of West Smith Road, at Station 64+97.29; thence North 00 degrees 03 minutes 58 seconds West along the centerline of right of way of State Road a distance of 185.41 feet; thence North 89 degrees 56 minutes 02 seconds East a distance of 35.00 feet to the proposed easterly right of way line of State Road and being the TRUE POINT OF BEGINNING.

1. thence North 00 degrees 03 minutes 58 seconds West along said proposed right of way line a distance of 209.73 feet to a point;
2. thence North 89 degrees 56 minutes 02 seconds East a distance of 17.00 feet to a point;
3. thence South 00 degrees 03 minutes 58 seconds East a distance of 130.00 feet to a point;
4. thence North 89 degrees 56 minutes 02 seconds East a distance of 13.00 feet to a point;
5. thence South 00 degrees 03 minutes 58 seconds East a distance of 79.73 feet to a point;
6. thence South 89 degrees 56 minutes 02 seconds West a distance of 30.00 feet to a point and the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19A-20-070 and contains a gross lake of 0.1056 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262, on September 15, 2014.

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This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.


Kenneth Fertal
Professional Surveyor #8262

9/12/2019
Date

