

RESOLUTION NO. 21-24
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON THE
4th DAY OF March, 2024.

A RESOLUTION APPROVING AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND A TEMPORARY EASEMENT FOR ACCESS AND CONSTRUCTION PURPOSES FOR PUBLIC PURPOSES ON THE PROPERTY OWNED BY CENTERVILLE CITY SCHOOLS FOR THE DIMCO WAY ROAD PROJECT.

WHEREAS, a parcel of land owned by the Centerville City Schools, is necessary for the establishment, construction, reconstruction, widening, repair, or maintenance of the Dimco Way Road project (the "Project"); and

WHEREAS, the Centerville City Schools proposes to grant to the City of Centerville a (a) temporary construction easement for a portion of land more fully described in the Temporary Construction Easement attached hereto as Exhibit "1" and referenced as Tax Parcel No. O68-00304-0077 and in the legal description attached to Exhibit "1", and recorded in Deed 17-076321 of the records of Montgomery County, Ohio for said purpose; and (b) Temporary Easement for Access and Construction over land more fully described in the Temporary Easement for Access and Construction attached hereto as Exhibit "2" and referenced as Tax Parcel No. O68-00304-0033 and in the legal description attached to Exhibit "2", and recorded in Deed 72-010A03 of the records of Montgomery County, Ohio for said purpose.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

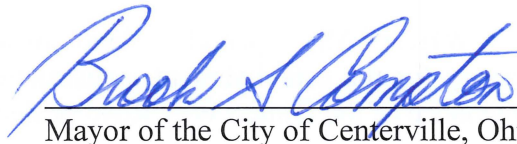
Section 1. The City of Centerville hereby approves and accepts a Temporary Construction Easement for a portion of the land conveyed to the Centerville City Schools, for the establishment, construction, reconstruction, widening, repair or maintenance of a the Project, said land being and referenced as Tax Parcel No. O68-00304-0077 and recorded in Deed 17-076321 of Montgomery County, Ohio, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

Section 2. The City of Centerville hereby approves and accepts a Temporary Easement for Access and Construction over land conveyed to the Centerville City Schools, for the establishment, construction, reconstruction, widening, repair or maintenance of a the Project, said land being and referenced as Tax Parcel No. O68-00304-0033 and recorded in Deed 72-010A03 of Montgomery County, Ohio, and more particularly described in Exhibit "2" attached hereto and made a part hereof.

Section 2. Council approves and authorizes consideration to be paid to Centerville City Schools in the amount of (a) \$1.00 for the Temporary Construction Easement as recited in the attached Exhibit "1", and (b) \$1.00 for the Temporary Easement for Access and Construction Purposes as recited in the attached Exhibit "2".

Section 3. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 4th day of March, 2024.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 21-24, passed by the Council of the City of Centerville, Ohio, on the 4th day of March, 2024.



Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

TEMPORARY CONSTRUCTION EASEMENT

The **Board of Education of the Centerville City School District, Montgomery County, Ohio**, a city school district and political subdivision of the State of Ohio, Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **City of Centerville**, an Ohio Municipal corporation, Grantee, does convey(s) to Grantee, its successors and assigns, an exclusive temporary easement (the "**Temporary Easement**") over the property more particularly described in the attached Exhibit "A" (the "**Easement Area**").

The Temporary Easement is to be used for locating, constructing, improving, grading, landscaping (in accordance with the Landscaping Plan attached hereto as Exhibit "B"), and other necessary work, including the operation of equipment, and the movement of a work force, over, upon and across the Easement Area, together with the right of ingress and egress.

Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or its representatives, Grantor shall not be liable for any injury or damage to any person or property resulting from Grantee's and/or its contractors', agents' and servants', exercise of the rights herein granted.

Nothing contained herein shall be deemed a waiver by the parties of any governmental immunity defenses, statutory or otherwise.

The Temporary Easement is being acquired by Grantee for a public purpose, namely the temporary establishment, construction, reconstruction, widening, repair, or maintenance of a public road. The Temporary Easement shall be for the use of the Grantee and Grantee's contractors and assigns.

The Temporary Easement is granted as part of the terms and conditions contained in the Agreement for Purchase and Sale dated June 9, 2022, by and between Grantor and Grantee (as amended, the "**Purchase Agreement**"). Pursuant to the terms of the Purchase Agreement, Grantor must complete certain improvements (the "**Public Improvements**") no later than five (5) years

following the Closing Date (as defined in the Purchase Agreement); provided however, Grantee, upon request to Grantor, shall be granted up to three (3) one-year extension to complete the Public Improvements (the five (5) years together with any of the foregoing one-year extensions, the “**Construction Period**”). The Temporary Easement shall terminate on the earlier of (a) the expiration of the Construction Period, or (b) one (1) year after the completion of the Public Improvements. Grantor acknowledges that upon the termination of the Temporary Easement, Grantee shall have no further obligation to make any additional improvements to the Property or the property subject to the Landscaping Plan, nor shall Grantee be responsible for any maintenance of any improvements made by Grantee in accordance with the Landscaping Plan. Any maintenance of the Public Improvements shall be the sole responsibility of Grantor after the termination of the Temporary Easement. Notwithstanding anything contained herein to the contrary, this Temporary Construction Easement shall be deemed null and void in the event the Purchase Agreement is terminated.

[Signatures and Acknowledgements on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer the 26th day of February, 2024.

The Board of Education of the Centerville City School District, Montgomery County, Ohio, a city school district and political subdivision of the State of Ohio

By: Allison Durnbaugh
Allison Durnbaugh, President

By: Laura Sauber
Laura Sauber, Treasurer

State of Ohio,
County of Montgomery,

The foregoing instrument was acknowledged before me this 29th day of February, 2024, by Allison Durnbaugh, the President of The Board of Education of the Centerville City School District, Montgomery County, Ohio, a city school district and political subdivision of the State of Ohio, on behalf of the Board of Education of the Centerville City School District.

Jennifer L. Appelbaum
Notary Public



Jennifer L Appelbaum
Notary Public, State of Ohio
My Commission Expires:
February 19, 2029

State of Ohio,
County of Montgomery,

The foregoing instrument was acknowledged before me this 1st day of March, 2024, by Laura Sauber, the Treasurer of The Board of Education of the Centerville City School District, Montgomery County, Ohio, a city school district and political subdivision of the State of Ohio, on behalf of the Board of Education of the Centerville City School District.

Jennifer L. Appelbaum
Notary Public



Jennifer L Appelbaum
Notary Public, State of Ohio
My Commission Expires:
February 19, 2029

This document was prepared by:
Scott A. Liberman, Esq.
Buckley King LPA
110 N. Main St., Ste. 1200
Dayton, OH 45402

EXHIBIT "A" OF TEMPORARY CONSTRUCTION EASEMENT
THE EASEMENT AREA

Easement Area 1:

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., being a part of **Lot No. 200** of **Washington Township Fire Department Plat**, as recorded in Plat Book 237, Pages 52- 52A and described in I.R. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clys Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, and with westerly property line of **Ziehler Properties LLC**, as described in LR. Deed **15-00017792** (record references to those of the Recorder's Office, Montgomery County, Ohio), for a distance of 610.97 to a 5/8" iron pin w/cap found at northwesterly property corner of said property;

Thence, North 87 degrees **11** minutes 10 seconds West, leaving easterly property line of **The Board of Education for Centerville City Schools** and across Lot 200, for a distance of 110.08 feet to a set 5/8" iron pin w/cap, and the being **True Point of Beginning** for the real estate described as follows;

Thence, North 87 degrees 11 minutes 10 seconds West, with line of proposed temporary easement, for a distance of 14.01 feet to a point;

Thence, North 05 degrees 08 minutes 44 seconds East, continue with line of proposed temporary construction easement and across Lot 200, for a distance of 527.47 feet to a point;

Thence, North 87 degrees 18 minutes 04 seconds West, continue with line of proposed temporary construction easement and across Lot 200, for a distance of 781.77 feet to a point in line of proposed permanent right of way of Dimco Way Extension;

Thence, North 65 degrees 00 minutes 35 seconds East, with line of proposed permanent right of way and across Lot 200, for a distance of 51.65 feet to a set 5/8" iron pin w/cap;

Thence, South 87 degrees 18 minutes 04 seconds East, with line of proposed permanent right of way of Dimco Way Extension, for a distance of 751.07 feet to a set 5/8" iron pin w/cap;

Thence, South 05 degrees 08 minutes 44 seconds West, continue with line of proposed permanent right of way, for a distance of 551.52 feet to a 5/8" iron pin w/cap set at westerly line of proposed right of way of Access Drive, and the **True Point of Beginning**, containing a total of **0.596** acres of land, more or less, and is located in Montgomery County Auditors Parcel Number **068-00304-0077**.

The Board of Education for Centerville City Schools claims title by the LR. Deed **17- 076321** in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

This description was reviewed and prepared on September 18, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in November 2022.

Easement Area 2:

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., being a part of **Lot No. 200 of Washington Township Fire Department Plat**, as recorded in Plat Book 237, Pages 52- 52A and described in LR. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clio Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in LR. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1222.66 feet to a 5/8" iron pin w/cap set at intersection of easterly property line of **The Board of Education for Centerville City Schools** and line of proposed permanent right of way of Dimco Way Extension (said point had been set South 05 degrees 08 minutes 44 seconds West, 0.80 feet from southwesterly property corner tract of land as described in DMF **85-666A05 to Gaines Herman and Son Inc.** (record references to those of the Recorder's

Office, Montgomery County, Ohio), and the being **True Point of Beginning** for the real estate described as follows;

Thence, North 87 degrees 18 minutes 04 seconds West, with northerly line of proposed permanent right of way of Dimco Way Extension and across Lot 200, for a distance of 863.72 feet to a set 5/8" iron pin w/cap;

Thence, North 59 degrees 36 minutes 43 seconds West, continue with line of proposed permanent right of way and across Lot 200, for a distance of 64.56 feet to a set 5/8" iron pin w/cap;

Thence, South 87 degrees 18 minutes 04 seconds East, with line of proposed temporary construction easement, for a distance of 922.17 feet to point at easterly property line of 61.260 acre tract of land as described in LR. Deed **17-076321** to **The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, South 05 degrees 08 minutes 44 seconds West, with easterly property line of said 61.260 acre tract of land, for a distance of 30.03 feet to a 5/8" iron pin w/cap set at intersection of easterly property line of **The Board of Education for Centerville City Schools** and northerly line of proposed permanent right of way of Dimco Way Extension, and being the **True Point of Beginning**, containing a total of **0.615** acres of land, more or less, and is located in Montgomery County Auditors Parcel Number **068-00304-0077**.

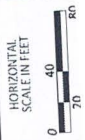
The Board of Education for Centerville City Schools claims title by the LR. Deed **17- 076321** in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

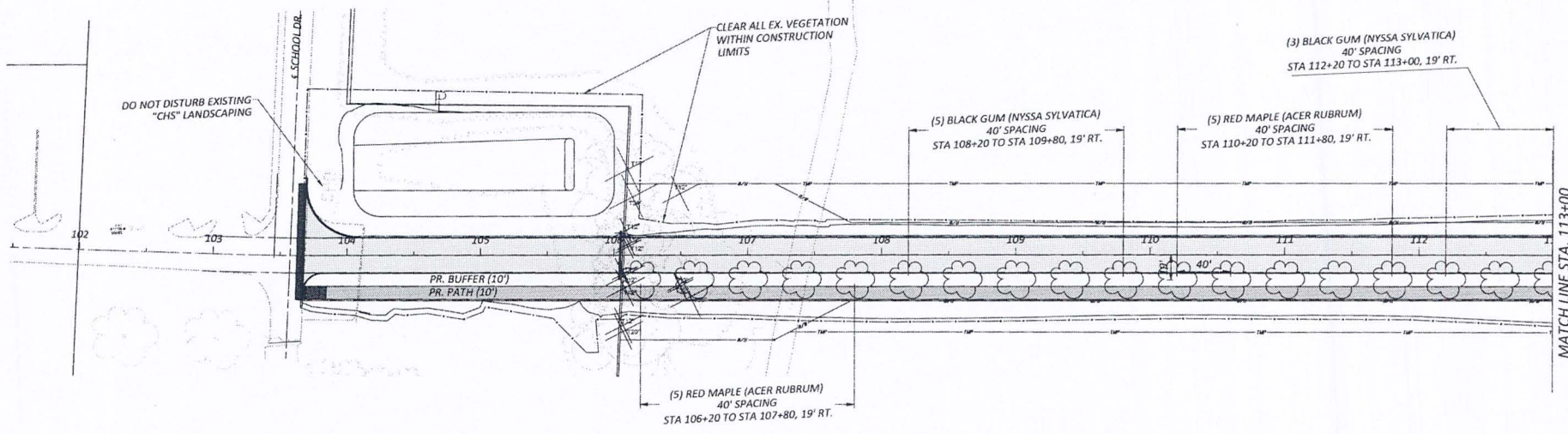
This description was reviewed and prepared on September 18, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in November 2022.

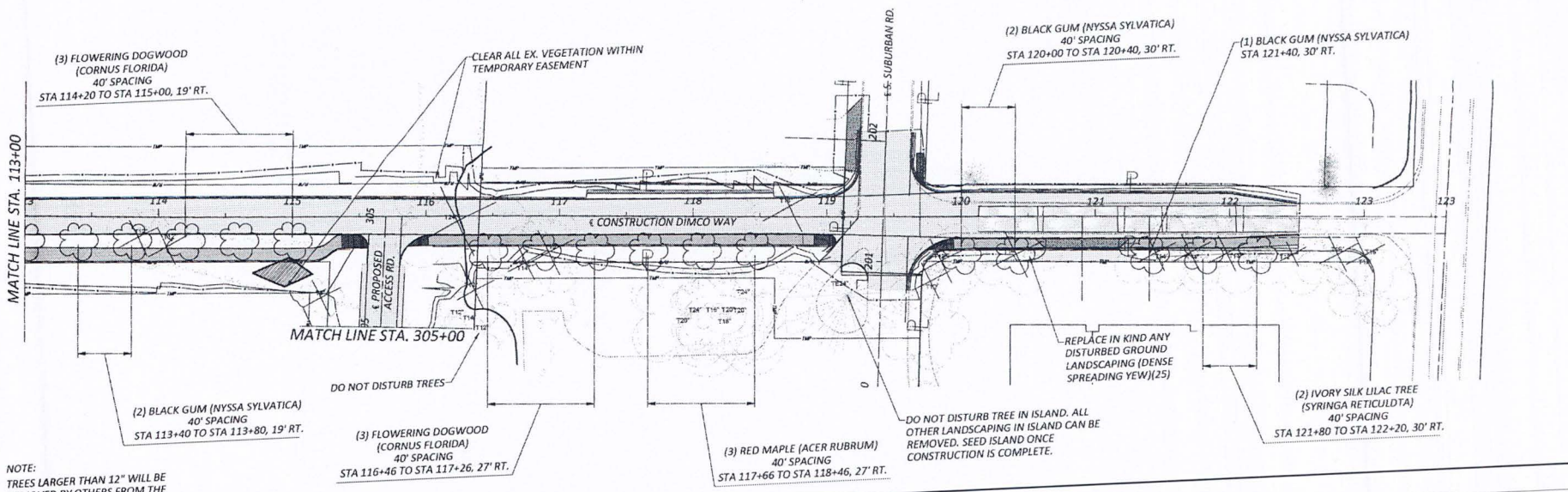
EXHIBIT "B" OF TEMPORARY CONSTRUCTION EASEMENT
LANDSCAPING PLAN
[SEE ATTACHED]



NOTE:
 1. TREES LARGER THAN 12" WILL BE REMOVED BY OTHERS FROM THE CONSTRUCTION LIMITS PRIOR TO THE START OF THIS PROJECT.
 2. SEE SHEET 76 FOR A LISTING OF PROPOSED TREES AND PLANTS.



MATCH LINE STA. 113+00



NOTE:
 TREES LARGER THAN 12" WILL BE REMOVED BY OTHERS FROM THE CONSTRUCTION LIMITS PRIOR TO THE START OF THIS PROJECT.

DIMCO WAY EXTENSION

© Shared Dimco Way Extension_20081028.DIMCO.dwg

LANDSCAPING PLAN

| | |
|---------------|----------|
| DESIGN AGENCY | TEC |
| DESIGNER | MBK |
| REVIEWER | KLL 1/31 |
| PROJECT ID | 22061 |
| SHEET | TOTAL |
| 75 | 8 |



| ESTIMATED TREE/SHRUB QUANTITIES | | |
|---|----------------|----------------------------|
| TYPE | QUANTITY | |
| | DECIDUOUS TREE | EVERGREEN SHRUB |
| RED MAPLE (ACER RUBRUM) | 13 | |
| BLACK GUM (NYSSA SYLVATICA) | 13 | |
| FLOWERING DOGWOOD (CORNUS FLORIDA) | 6 | |
| IVORY SILK LILAC TREE (SYRINGA RETICULATA) | 2 | |
| DENSE SPREADING YEW (TAXUS DENISFORMIS) | | 25 (DIRECT REPLACEMENT) |
| TOTAL | 34 | 25 |

| TREES TO BE REMOVED PRIOR TO START OF PROJECT | | | | | | | | | | | |
|---|-------------------|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| OWNER | ADDRESS | 8" | 10" | 12" | 14" | 16" | 18" | 20" | 24" | 30" | 36" |
| CENTERVILLE SCHOOL DISTRICT | 500 E FRANKLIN ST | | | | | | | | | | |
| BOARD OF EDUCATION | | 2 | 2 | 15 | 3 | 5 | 1 | 2 | 2 | 1 | 1 |
| DIMCOGRAY COMPANY | 900 DIMCO WAY | | | | 1 | 1 | 1 | | | | |
| ASHFORD ESTATE | 962 DIMCO WAY | | | 3 | 4 | 2 | | | | | |
| GAINES HERMAN AND SON INC | 8100 S SUBURBAN | | | | | | | | | | |
| BOARD OF TRUSTEES | 8209 CLYO RD | | | | | | | | | | |

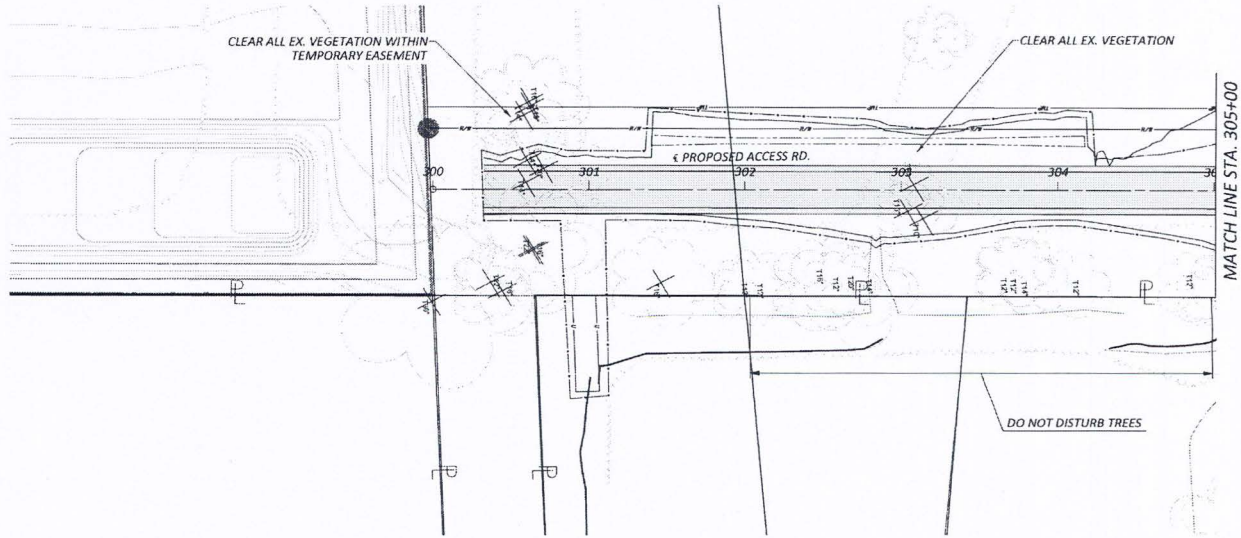


Exhibit "2"

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

The **Board of Education of the Centerville City School District, Montgomery County, Ohio**, a city school district and political subdivision of the State of Ohio, Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **City of Centerville**, an Ohio Municipal corporation, Grantee, does convey(s) to Grantee, its successors and assigns, an exclusive temporary easement (the "**Temporary Easement**") over the property more particularly described in the attached Exhibit "A" (the "**Property**").

Grantor reserves the right to use the Property for all purposes which are not inconsistent with the rights herein conveyed, and nothing contained herein shall impair any right of Grantor to use the Property in any manner, so long as the same shall not materially interfere with the Grantee's rights hereunder.

The rights of Grantee include the right of Grantee, its contractors, agents, and servants, in accordance with (a) the landscaping plan attached hereto as Exhibit "B" (the "**Landscaping Plan**"), and (b) the Plan and Profile of the Dimco Way Extension attached hereto as Exhibit "C" (the "**Plan and Profile**") to perform the following (the "**Public Improvements**"):

- i. To enter upon the Property for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Easement, including, but not limited to construction of the Public Improvements; and
- ii. To remove from the Property certain trees, brush, herbage, aggregate, undergrowth, and other obstructions; and
- iii. To remove or otherwise dispose of all earth or other material excavated from the Property (if any).

Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Property prior to the date hereof, unless such release or threat of release was a direct cause of Grantee's gross negligence or willful misconduct.

Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or its representatives, Grantor shall not be liable for any injury or damage to any person or property

resulting from Grantee's and/or its contractors', agents' and servants', exercise of the rights herein granted.

Nothing contained herein shall be deemed a waiver by the parties of any governmental immunity defenses, statutory or otherwise.

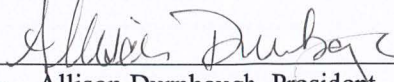
Grantor, for itself and its successors and assigns, does hereby warrant to and covenant with Grantee, its successors and assigns, that it is well seized in fee of the Property and has good right to grant and convey the Temporary Easement herein to Grantee.

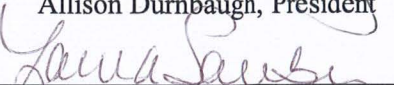
The Temporary Easement is granted as part of the terms and conditions contained in the Agreement for Purchase and Sale dated June 9, 2022, by and between Grantor and Grantee (as amended, the "**Purchase Agreement**"). Pursuant to the terms of the Purchase Agreement, Grantor must complete the Public Improvements no later than five (5) years following the Closing Date (as defined in the Purchase Agreement); provided however, Grantee, upon request to Grantor, shall be granted up to three (3) one-year extension to complete the Public Improvements (the five (5) years together with any of the foregoing one-year extensions, the "**Construction Period**"). The Temporary Easement shall terminate on the earlier of (a) the expiration of the Construction Period, or (b) one (1) year after the completion of the Public Improvements. Grantor acknowledges that upon the termination of the Temporary Easement, Grantee shall have no further obligation to make any additional improvements to the Property or the property subject to the Landscaping Plan and the Plan and Profile, nor shall Grantee be responsible for any maintenance of any improvements made by Grantee in accordance with the Landscaping Plan and the Plan and Profile. Any maintenance of the Public Improvements shall be the sole responsibility of Grantor after the termination of the Temporary Easement. Notwithstanding anything contained herein to the contrary, this Temporary Access and Construction Easement shall be deemed null and void in the event the Purchase Agreement is terminated.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

IN TESTIMONY WHEREOF, the parties have caused this Temporary Access and Construction Easement to be executed as of the 26th day of February, 2024.

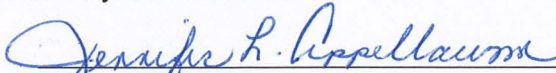
The Board of Education of the Centerville City School District, Montgomery County, Ohio, a city school district and political subdivision of the State of Ohio

By: 
Allison Durnbaugh, President

By: 
Laura Sauber, Treasurer

State of Ohio,
County of Montgomery,

The foregoing instrument was acknowledged before me this 29th day of February, 2024, by Allison Durnbaugh, the President of The Board of Education of the Centerville City School District, Montgomery County, Ohio, a city school district and political subdivision of the State of Ohio, on behalf of the Board of Education of the Centerville City School District.

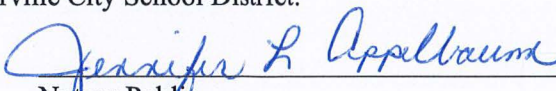

Notary Public

State of Ohio,
County of Montgomery,



Jennifer L Appelbaum
Notary Public, State of Ohio
My Commission Expires:
February 19, 2029

The foregoing instrument was acknowledged before me this 1st MARCH day of 2024, by Laura Sauber, the Treasurer of The Board of Education of the Centerville City School District, Montgomery County, Ohio, a city school district and political subdivision of the State of Ohio, on behalf of the Board of Education of the Centerville City School District.


Notary Public

This document was prepared by:
Scott A. Liberman, Esq.
Buckley King LPA
110 N. Main St., Ste. 1200
Dayton, OH 45402



Jennifer L Appelbaum
Notary Public, State of Ohio
My Commission Expires:
February 19, 2029

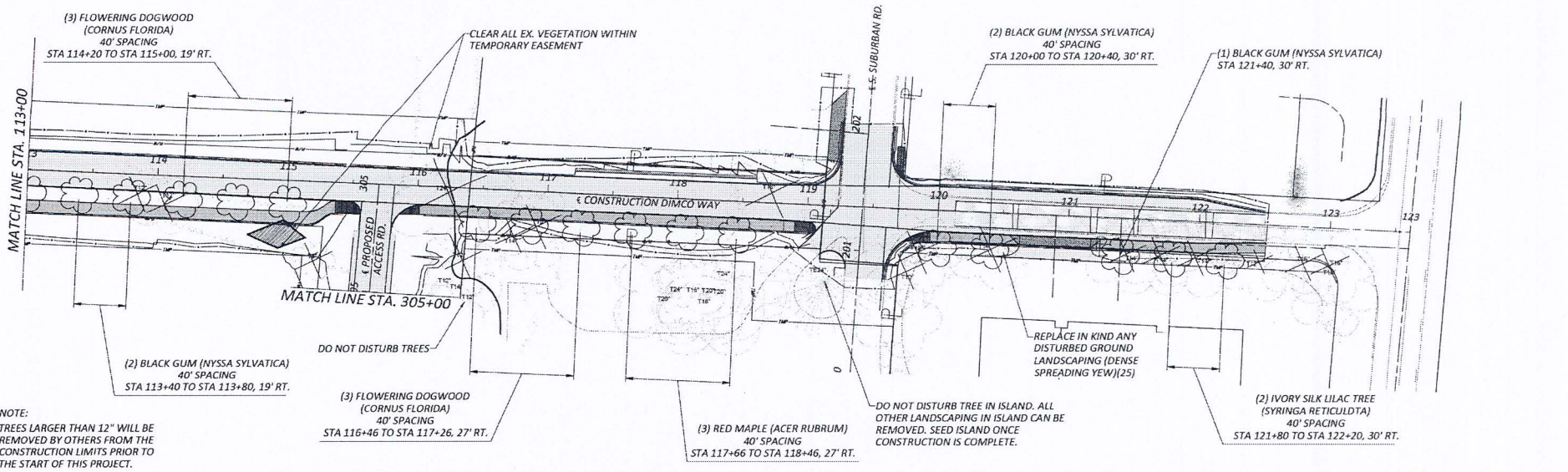
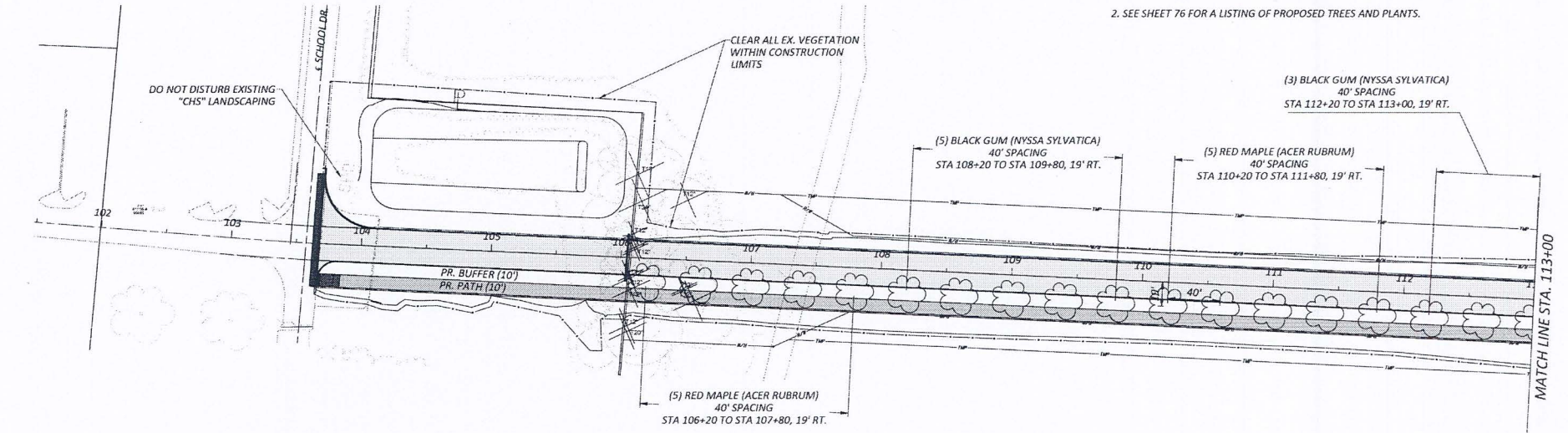
EXHIBIT "A"
THE PROPERTY

Located in Section 24, Town 3, Range 5 M.R.S., City of Centerville, County of Montgomery, State of Ohio, described as follows: beginning on the centerline of Franklin Street at the northwest corner of said Section 24, said point of beginning being also the northeast corner of Concept Three, Section 7 as recorded in Book 64, Pages 71 and 72 in the Plat Records of Montgomery County, Ohio; thence eastwardly with the centerline of said Franklin Street, and the north line of said Section 24, North eighty-eight degrees forty-nine minutes fifteen sections ($88^{\circ} 49' 15''$) East, a distance of eight hundred fifty-five and 00/100 (855.00) feet; thence South no degree fifty-one minutes five second ($0^{\circ} 51' 5''$) West, a distance of one thousand four hundred twenty and 00/100 (1,420.00) feet; thence North eighty-eight degrees forty-nine minutes fifteen seconds ($88^{\circ} 49' 15''$) East, a distance of two hundred eleven and 40/100 (211.40) feet; thence South no degrees fifty-one minutes five seconds ($0^{\circ} 51' 05''$) West, a distance of one thousand three hundred twelve and 76/100 (1,312.76) feet to the north line of Centerville Acres No. 1, Section Two as recorded in Book LL, Page 23 in the Plat Records of Montgomery County, Ohio; thence westwardly with the North line of said Centerville Acres No. 1, Section Two, South eighty-eight degrees forty-one minutes fifty seconds ($88^{\circ} 41' 50''$) West, a distance of one thousand sixty-six and 48/100 (1,066.48) feet to the northwest corner of said Centerville Acres No. 1, Section Two on the east line of Concept Three, Section 8 as recorded in Book 65, Page 22 in the Plat Records of Montgomery County, Ohio; thence northwardly with the east line of said Concept Three, Section 8 and its northwardly extension, said northwardly extension being the east lien of said Concept Three, Section 7, North no degrees fifty-one minutes five seconds ($0^{\circ} 51' 05''$) east, a distance of two thousand seven hundred thirty-five and 06/100 (2,735.06) feet to the point of beginning, containing sixty and 000/100 (60.000) acres, more or less.

EXHIBIT "B"
THE LANDSCAPING PLAN
[SEE ATTACHED]



NOTE:
 1. TREES LARGER THAN 12" WILL BE REMOVED BY OTHERS FROM THE CONSTRUCTION LIMITS PRIOR TO THE START OF THIS PROJECT.
 2. SEE SHEET 76 FOR A LISTING OF PROPOSED TREES AND PLANTS.



NOTE:
 TREES LARGER THAN 12" WILL BE REMOVED BY OTHERS FROM THE CONSTRUCTION LIMITS PRIOR TO THE START OF THIS PROJECT.

DIMCO WAY EXTENSION

G:\Shared\hvac\Dimco Way Extension_210819\DIMCO.dwg

LANDSCAPING PLAN

| | |
|---------------|-------|
| DESIGN AGENCY | |
| | |
| DESIGNER | |
| MBK | |
| REVIEWER | |
| KLL 1/31/24 | |
| PROJECT ID | |
| 22061 | |
| SHEET | TOTAL |
| 75 | 83 |



| ESTIMATED TREE/SHRUB QUANTITIES | | |
|---|----------------|----------------------------|
| TYPE | QUANTITY | |
| | DECIDUOUS TREE | EVERGREEN SHRUB |
| RED MAPLE (ACER RUBRUM) | 13 | |
| BLACK GUM (NYSSA SYLVATICA) | 13 | |
| FLOWERING DOGWOOD (CORNUS FLORIDA) | 6 | |
| IVORY SILK LILAC TREE (SYRINGA RETICULATA) | 2 | |
| DENSE SPREADING YEW (TAXUS DENISFORMIS) | | 25 (DIRECT REPLACEMENT) |
| TOTAL | 34 | 25 |

| TREES TO BE REMOVED PRIOR TO START OF PROJECT | | | | | | | | | | | |
|---|-------------------|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| OWNER | ADDRESS | 8" | 10" | 12" | 14" | 16" | 18" | 20" | 24" | 30" | 36" |
| CENTERVILLE SCHOOL DISTRICT | 500 E FRANKLIN ST | | | | | | | | | | |
| BOARD OF EDUCATION | | 2 | 2 | 15 | 3 | 5 | 1 | 2 | 2 | 1 | 1 |
| DIMCOGRAY COMPANY | 900 DIMCO WAY | | | | 1 | 1 | 1 | | | | |
| ASHFORD ESTATE | 962 DIMCO WAY | | | 3 | 4 | 2 | | | | | |
| GAINES HERMAN AND SON INC | 8100 S SUBURBAN | | | | | | | | | | |
| BOARD OF TRUSTEES | 8209 CLYO RD | | | | | | | | | | |

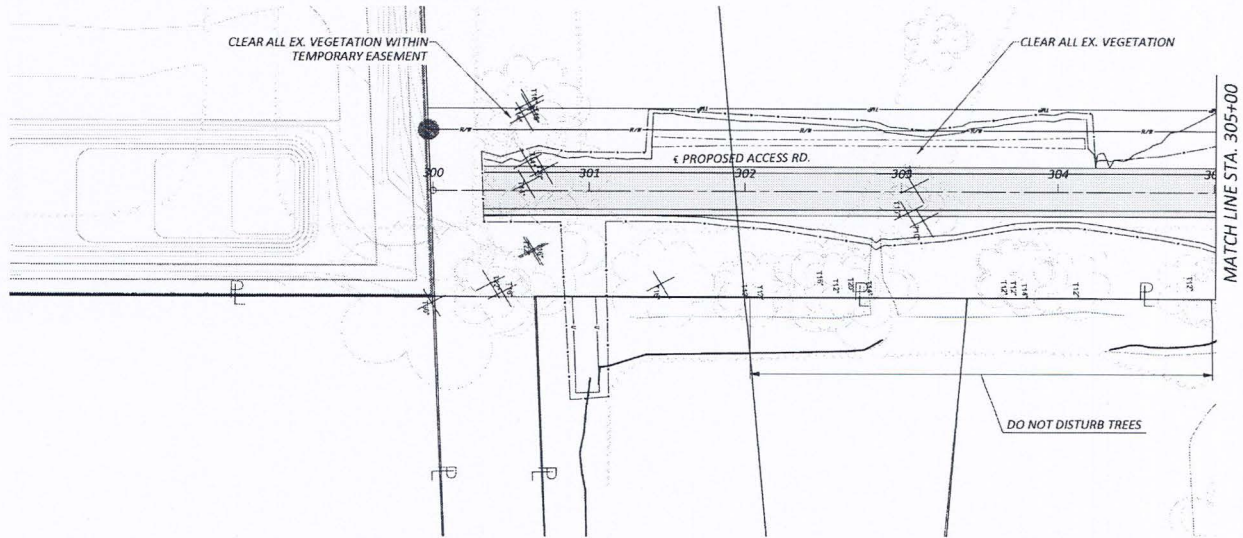
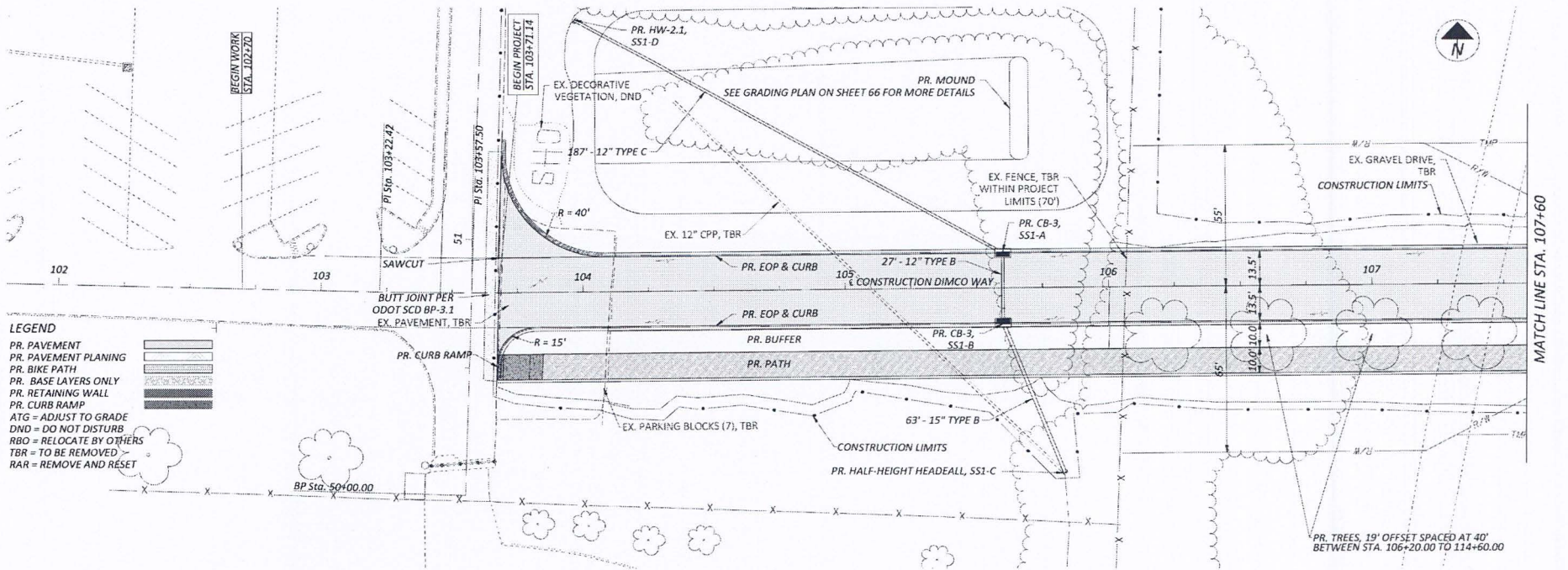


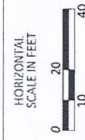
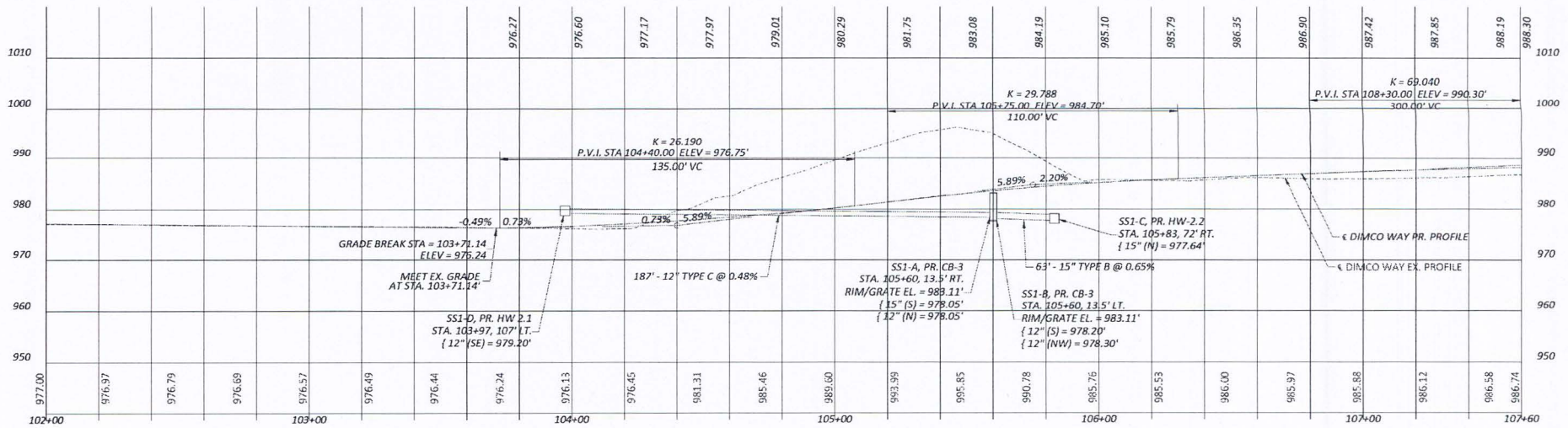
EXHIBIT "C"
THE PLAN AND PROFILE
[SEE ATTACHED]

DIMCO WAY EXTENSION

D:\Shared\Dimco Way Extension_22061.rvt\DIMCO.dwg



- LEGEND**
- PR. PAVEMENT
 - PR. PAVEMENT PLANING
 - PR. BIKE PATH
 - PR. BASE LAYERS ONLY
 - PR. RETAINING WALL
 - PR. CURB RAMP
 - ATG = ADJUST TO GRADE
 - DND = DO NOT DISTURB
 - RBO = RELOCATE BY OTHERS
 - TBR = TO BE REMOVED
 - RAR = REMOVE AND RESET



PLAN AND PROFILE - DIMCO WAY EXT
STA 103+70 TO STA 107+60

DESIGN AGENCY

TEC
TECHNICAL ENGINEERING CORPORATION
1100 S. WASHINGTON ST.
SUITE 200
MILWAUKEE, WI 53204

DESIGNER: **MBK**

REVIEWER: **KLL**

PROJECT ID: **22061**

| | |
|-------|-------|
| SHEET | TOTAL |
| 17 | 78 |