

## **DEED OF CONSERVATION EASEMENT**

This Deed is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Gahanna, an Ohio Municipal Corporation, Grantor, and the Franklin Soil and Water Conservation District, Grantees.

WHEREAS, Section 5301.69 of the Ohio Revised Code authorized the Franklin Soil and Water Conservation District Board of Supervisors to acquire conservation easements in the name of the Franklin Soil and Water Conservation District for the purpose of protecting the natural resources of the area; and

WHEREAS, said Grantors are the owners in fee of certain real property, hereinafter described, situated in Franklin County, Ohio, which the Board of Supervisors for the Franklin Soil and Water Conservation District has determined to be of importance to the protection of the Rocky Fork Creek Watershed.

NOW THEREFORE, and in consideration of \$10.00 the Grantors do hereby grant and convey unto the Franklin Soil and Water Conservation District an estate, interest and conservation easement in said real property of the Grantors of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantors, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantors, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantors covenant on behalf of themselves, their heirs, successors and assigns, with the Franklin Soil and Water Conservation District and their assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said property is and will be for the benefit of the Franklin Soil and Water Conservation District which lands are adjacent to or in the vicinity of the lands of the Grantors described below.

The restrictions hereby imposed upon the use of said property of the Grantors, and the acts which said Grantors so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term “natural state” means that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless otherwise expressly provided hereunder and excepting the provisions to build a trail as follows:
  - The construction of trails as may be necessary for the protection or enjoyment of the natural character of the premises. City of Gahanna agrees that the premises shall be preserved and managed in such manner as to accommodate public enjoyment of the conservation easement through visitation by means of a standard nature trail system, constructed of asphalt and/or natural materials. The City of Gahanna has the right to manicure (mow) a ten feet width area on each side of a paved trail to facilitate safe visitation.
  - City of Gahanna shall have the exclusive right to establish nature trails,
  - Construction and erection of bridges, culverts, storm drains, and utilities, including a trail security lighting system, provided said construction and erection occurs in non-sensitive locations, and is in keeping with the natural character of the premises to provide safe utilization of the area.
  - Placement of trails, signage, or other amenity shall subject to written approval by the Grantee.
2. There shall be on or in the easement property no fillings, drilling, excavating, removal of top soil, sand, gravel, rock minerals or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.
3. There shall be no spraying or other application of herbicides or pesticides unless, in advance, written permission is granted and mutual consent agreed upon by the Franklin Soil and Water Conservation District.
4. No power or transmission lines may be erected, nor shall any interests in the easement property be granted for this purpose. In is the intent of this provision to grant to the easement recipients, such an interest in said easement property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right to maintain, replace and repair **existing** telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, Grantor’s successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as

agreed upon in writing by the Grantors and easement recipients. Upon completion, the area shall be restored to its previous state or as near as practical.

5. No trees, ground cover, or other vegetation shall be removed by cutting, mowing, or any other activity unless approved by the Franklin Soil and Water Conservation District, or to allow for the maintenance, replacement and repair of **existing** telephone, electric, water, wells, or other utility lines or mains.
6. The easement property shall at all times be kept free of garbage, trash, and machinery, and the Grantor and representatives of the Grantor shall allow no other unsightly material to accumulate or be stored thereon, unless it is for the maintenance, replacement and repair of **existing** telephone, electric, water, wells, or other utility lines or mains. The easement recipients shall refrain from storing or accumulating unsightly material upon the easement property but have no duty to remove garbage, trash, etc. unlawfully deposited on the premise by persons acting with or without the consent of the Grantor.
7. Each and every activity, including but not limited to construction activity which might endanger the natural integrity or state of the easement property, is forbidden, unless it is for the maintenance, replacement and repair of **existing** telephone, electric, water, wells, or other utility lines or mains.
8. The easement recipients reserve the right to periodically inspect the easement property for violations of the easement, and if upon sixty days (60) advance notice the Grantor has not eliminated said violations, the easement recipients may remove or eliminate, at the expense of the Grantor, any violation by the Grantor of the easement. The easement recipients or an authorized representative may enter upon said lands for the purpose of inspection.
9. The easement recipients reserve the right to post or clearly mark the boundaries of said easement in compliance with their policies.
11. All Grantor activities which are prohibited on the easement property are also prohibited for any employee, agent, or representative of the Grantor. The Grantor may not give permission to another person to perform prohibited activities.

The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantors which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantors reserve for themselves, their heirs and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement.

The lands of the Grantors, hereinabove referred to and to which the provisions of this instrument apply, are situated in the City of Gahanna, Franklin County, the State of Ohio, located on the 2.929 acres of record in the Franklin County Recorder's office IN. 199708280080834 and are more particularly described as follows:

See Attached Legal Description of Area of Easement exhibits "A", "B"

TO HAVE AND TO HOLD unto the Franklin Soil and Water Conservation District and their assigns the covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the grantors, their heirs, successors, and assigns, and each of them, and shall WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said City of Gahanna, by Rebecca W. Stinchcomb, its Mayor, and thereunto duly authorized by the charter of the City of Gahanna, and by ordinance \_\_\_\_\_, has hereunto caused these presents to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GAHANNA

Approved as to form:

By: \_\_\_\_\_  
Rebecca W. Stinchcomb  
Mayor, City of Gahanna

Shane Ewald  
City Attorney

The Grantors, named \_\_\_\_\_, personally appeared before me, a notary public in and for said county and state, and acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2015\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:\_\_\_\_\_

The Franklin Soil and Water Conservation District and the City of Gahanna does hereby accept the within Conservation Easement and all the terms and conditions thereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed and acknowledged in the presence of:

**WITNESSES:**

**FRANKLIN SOIL AND WATER  
CONSERVATION DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF OHIO  
FRANKLIN COUNTY**