

CROSS ACCESS EASEMENT

THIS CROSS ACCESS EASEMENT, (the "Easement") is made and executed effective as of the ____ day of _____, 2001, between and **The City of Gahanna, Ohio** ("City") and **Most Reverend James A. Griffin, Bishop of Columbus** ("The Bishop").

RECITALS

City is the owner of a certain approximately 3.3 acre parcel of real property located in the City of Gahanna, County of Franklin and State of Ohio, as more fully described on Exhibit A attached hereto and incorporated herein ("Parcel 1").

The Bishop is the owner of a certain approximately 11.092 acre parcel of real property located in the City of Gahanna, County of Franklin and State of Ohio, as more fully described on Exhibit B attached hereto and incorporated herein ("Parcel 2").

Parcel 1 and Parcel 2 are collectively referred to in this Easement as the "Parcels" or individually as a "Parcel".

Each of City and The Bishop, for its and his respective heirs, legal representatives, successors and assigns as the owners of the Parcels (the owners of the Parcels being sometimes referred to collectively as the "Owners" or individually as an "Owner") desire to create certain access easements and maintenance obligations for the mutual benefit of the respective Parcels with the intent that the easements affecting Parcel 1 are obligations which run with the land and shall not be subject to merger, notwithstanding any common ownership of any of the Parcels now or in the future.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and declarations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and The Bishop hereby covenant and agree as follows:

1. Grant of Easement: City and the Bishop for themselves and their respective heirs, legal representatives, successors and assigns do declare that each Parcel is and shall be owned, used, transferred, sold, conveyed, encumbered, leased, improved and occupied for the benefit of the Owner of that Parcel (or any portion thereof), and all lessees, invitees and licensees with respect thereto subject to the following easements over, under, across and through those portions of the Parcels as hereinafter set forth in this Easement, as this Easement may be amended from time to time as more particularly set forth herein:

(a) Access Easement on Parcel 1: City hereby grants and conveys to The Bishop and his heirs, legal representatives, successors and assigns, a perpetual nonexclusive easement for the purpose of vehicular and pedestrian ingress and egress to

EXHIBIT A

and from Parcel 2 and Parkland Drive and River Drive on, over, across and through the cross-hatched area depicted on the drawing attached hereto as Exhibit C as affecting Parcel 1 (the "Parcel 1 Access Area"). A mutually acceptable legal description of the Access Area will be filed for record after it has been mutually agreed upon by the parties.

(b) Access Easement on Parcel 2. The Bishop hereby grants and conveys to City and its legal representatives, successors and assigns, a perpetual nonexclusive easement for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 1 and the lands to the South of Parcel 2 on, over, across and through the cross-hatched area depicted on the drawing attached hereto as Exhibit D as affecting Parcel 2 (the "Parcel 2 Access Area"). A mutually acceptable legal description of the Access Area will be filed for record after it has been mutually agreed upon by the parties.

2. Maintenance: The Owner of Parcel 1, its respective successors and assigns, shall be responsible, at the sole cost of the Owner of Parcel 1, for maintaining in good, clean and safe condition, repair and appearance the Parcel 1 Access Area and the Parcel 2 Access Area, including, but not limited to, snow and ice removal, striping, markers and lines, patching, seal coating, repairing and resurfacing as necessary in compliance with all applicable laws, codes and regulations. The City hereby agrees that the City, at its sole cost and expense, will provide a locked fence at the end of the roadway within the Parcel 1 Access Area as it abuts Parcel 2 so that through traffic cannot cross the Parcel 2 Access Area until such time as the City constructs athletic fields on the property to the South of Parcel 2. The City shall provide The Bishop or his representatives with a key to the lock on the fence.

In exchange for the rights granted to the Owner of Parcel 1 to use the Parcel 2 Access Area, the Owner of Parcel 1, at its sole cost and expense, hereby agrees in perpetuity to provide the following maintenance to the athletic fields, whether now existing or hereafter constructed, on Parcel 2, as needed, to the reasonable satisfaction of the Owner of Parcel 2:

- a. Weekly mowing of the grass on Parcel 2, inclusive of all athletic fields and the grass surrounding all the athletic fields.
- b. Weekly painting of the soccer fields during soccer season.
- c. Weekly painting of the football field during football season.
- d. Weekly lining of the baseball and softball fields during baseball and softball season.
- e. Annual maintenance as reasonably required, including, without limitation, seeding and weeding, of all grass on Parcel 2.

As used herein, the "season" for each sport shall be determined by The Bishop or the Owner of Parcel 2 and upon such determination, The Bishop or the Owner of Parcel 2 shall inform the Owner of Parcel 1 of the commencement date and termination date of such athletic season.

3. Reserved Rights: The Owners reserve the right to use their respective Parcels including any area contained within the Parcel 1 Access Area or the Parcel 2 Access Area for any purpose that does not unreasonably interfere with the easement and other rights granted or

created hereunder. Provided it does not materially interfere with the rights granted hereunder, each Owner shall further have the right to erect reasonable curbing, parking blocks or similar barriers on their respective Parcels for the purpose of the control of traffic flow thereon.

4. Disturbance of Surface: The Owner of any Parcel at any time may disturb the Parcel 1 Access Area or the Parcel 2 Access Area for any reasonably necessary purpose, provided that such Owner has given the other Owner(s) not less than twenty (20) days prior written notice of such disturbance including an explanation of why such disturbance is necessary (unless it is impractical to provide such notice in which case reasonable advance notice shall be given) and, upon completion of its intended purpose, shall, at its sole cost and expense, promptly restore the Parcel 1 Access Area or the Parcel 2 Access Area, as applicable, to the same or better condition as existed immediately prior to the disturbance. The Owners shall use reasonable good faith efforts to minimize any permitted interference with the rights granted under this Easement.

5. Parking Restrictions: The Parcel 1 Access Area and the Parcel 2 Access Area shall be used for the purpose of providing vehicular and pedestrian ingress and egress only and shall not be construed as allowing the Owner of any Parcel or anyone claiming through any such Owner the right to park vehicles within the respective Access Area which would hinder the accessibility and free flow of traffic through the respective Access Area or upon any other portion of any other Owner's property.

6. Protection of Easement Areas: The Owners by unanimous vote of the Owners of all the Parcels may adopt reasonable rules and regulations relative to the use of the Parcel 1 Access Area and the Parcel 2 Access Area and the enforcement of those rules and regulations.

7. Amendment: Any or all provisions of this Easement may be amended, terminated, rescinded, released, or otherwise modified, in whole or in part, at any and from time to time, by a written document executed and acknowledged by the then Owners of all Parcels and the holders of any first mortgages encumbering any of the same as of the date of this Easement. Except as expressly provided, this Easement may not be amended, terminated, rescinded, released, or otherwise modified in whole or part at any time.

8. Default: If the Owner of any Parcel fails to perform under this Easement and is given written notice of that default, and if the defaulting Owner fails to correct the default within twenty (20) days after that notice (or if such default cannot reasonably be cured within 20 days, then such Owner may have reasonable time to cure such default provided that such Owner is diligently pursuing such cure), or if in the case of a default involving potential danger to personal health or safety or which renders 50% or more of the Parcel 1 Access Area or the Parcel 2 Access Area not reasonably usable for vehicular ingress and egress, the defaulting Owner fails to correct the default within twenty-four (24) hours after notice (which may be delivered via facsimile or the telephone in the event of emergency) then the other Owners or any of them, at their election, acting alone or in conjunction with each other, may cure the default for and on behalf of the defaulting Owner, and any reasonable amounts which the electing Owner(s) may expend for that purpose or which otherwise may be due by the defaulting Owner to the electing Owner(s) shall be due on demand together with interest thereon, at the lesser of 10% per annum or the maximum rate permissible from time to time under Ohio law from the date of expenditure.

to the date when full payment is made by the defaulting Owner. Any amounts becoming due under this Paragraph 8 shall be a lien on the Parcels owned by the defaulting Owner. If the Owner of Parcel 1 fails to perform required maintenance or repair obligations pursuant to the terms of this Easement three (3) or more times in any consecutive twelve (12) month period, then, after written notice to the Owner of Parcel 1, the Owner(s) of Parcel 2 may elect to assume the maintenance and repair duties of the Owner of Parcel 1 as set forth in Paragraph 3 above and the rights granted to the Owner of Parcel 1 to use the Parcel 2 Access Easement shall terminate and be released of record.

Each Owner shall indemnify, defend and hold harmless the other Owner and the other Owner's agents, servants, employees, directors, officers, members, managers, attorneys, consultants, affiliates, subsidiaries, parents, successors and assigns and all persons, firms, corporations, and organizations acting on the other Owner's behalf (the "Indemnified Parties") from and against any and all actions, causes of actions, suits, claims, proceedings, (formal or informal), investigations, judgments, deficiencies, settlements, inquiries and demands of whatever nature or kind as well as from and against all damages, liabilities, losses, costs, charges and expenses (including without limitation reasonable legal fees and expenses) as and when incurred arising out of or based upon a breach of the terms or conditions of this Easement by such Owner or that Owner's agents, employees, licensees or invitees. Upon written request by any Indemnified Party, the breaching Owner shall defend the Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Party, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, any Indemnified Party may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it, and, at the option of Indemnified Party, its attorneys shall control the resolution of any claim or proceeding. Upon demand, the breaching Owner shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, consultants and other professionals in connection therewith.

9. Injunctive Relief: In the event of any breach, violation, or threatened breach or violation of any easement or rights granted or created under this Easement, the Owner of each Parcel shall, in addition to any and all other remedies available to it be entitled to enforce the provisions of this Easement by injunctive relief or otherwise upon twenty-four (24) hour prior written notice to each Owner. Notwithstanding the foregoing, the Owner of each Parcel may also avail itself of any remedy at law or in equity.

10. Notices: Any notice required or desired to be given to the Owner of any Parcel shall be deemed given:

(a) when delivered personally to that Owner or any officer, partner or duly authorized agent of that Owner, or

(b) upon receipt or refusal of receipt of the noticed party after it is deposited in the United States mail, as certified mail, return receipt requested, postage prepaid, addressed to that Owner to the address then listed for the Owner of the Parcel in the real estate tax records of the Treasurer of Franklin County, Ohio.

11. No Dedication: Nothing contained in this Easement is intended nor shall it be construed as a dedication of the Parcel 2 Access Area to public use or to grant or create any rights in, to, or for the benefit of the general public or any governmental authority or any owner or occupant of any property adjoining or near the Parcels except for the sole purpose of access to athletic fields to be constructed to the south of Parcel 2.

12. Restriction on Rights: Notwithstanding anything in this Easement to the contrary, the easements and rights granted and created under this Easement shall be solely for the benefit of, and are hereby restricted solely to, the present and future Owners of the Parcels from time to time.

13. Covenants to Run with Land: Except as otherwise stated herein, the easements, rights and obligations granted and created by this Easement are intended to be mutual and reciprocal benefits, servitudes, rights, obligations and restrictions between the Parcels; they shall be appurtenant to the respective Parcels; they shall run with the land in perpetuity; and, they shall be binding upon and inure to the benefit of the Owners and their respective heirs, successors and assigns, provided that in no event shall anyone other than a subsequent Owner of, or holder of a first mortgage as of the date of this Easement on, all or part of a Parcel acquire any rights, by assignment or otherwise, in or to the easements or rights created under this Easement, which rights may not be separately assigned or otherwise transferred.

14. Non Merger: Except as otherwise stated herein, the easements, rights and obligations granted and created by this Easement are for the mutual benefit and protection of the present and all future Owners of the Parcels; and, if there should at any time be common ownership of any or all of the Parcels, then it is the intention of the parties hereto that there be no merger of such easements, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such easements, rights, benefits, and such obligations, restrictions and burdens shall be separately preserved for the benefit of all future Owners of the Parcels.

15. Severability: If any provision of this Easement is determined to be void and unenforceable by any court, that determination shall not affect the remaining provisions of this Easement, which shall remain in full force and effect.

16. Exhibits: Each exhibit referred to in this Easement is hereby incorporated herein by reference.

17. Waiver: No waiver of any covenant or condition or the breach of any covenant or condition of this Easement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. No waiver shall be effective unless in writing and signed by the waiving party.

IN WITNESS WHEREOF, the City and the Bishop have caused this Easement to be executed effective the date first set forth above.

Signed and acknowledged
in the presence of:

The City of Gahanna, Ohio

Print Name: _____

By: _____

Name: _____

Its: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

Name: Most Reverend James A. Griffin,
Bishop of Columbus

Print Name: _____

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____ as _____ of The City of Gahanna, Ohio, a municipal corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by the Most Reverend James A. Griffin, Bishop of Columbus.

Notary Public

This instrument prepared by:
James M. Groner, Esq.
Arter & Hadden LLP
10 West Broad Street, Suite 2100
Columbus, Ohio 43215

EXHIBIT A

Parcel 1 Legal Description

2.618 ACRES

J.L.S.D.R.C.

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in Quarter Township 4, Township 1, Range 17, United States Military District, being part of those lands described in the deed to The Jefferson Local School District Recreation Council (J.L.S.D.R.C.), recorded in Deed Book 2031, Page 236 and all of that 0.253 acre tract described in the deed to The Jefferson Local School District Recreation Council, recorded in Instrument No. _____ (record references to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Beginning at an iron pipe set at the westerly corner common to Reserves "B" & "C" of "Westergaard Park," recorded in Plat Book 22, Page 5;

thence easterly along the line common to said Reserves "B" & "C," and the eastwardly extension thereof, North 87°43'30" East, (passing an iron pipe set prior survey at 472.22 feet) a distance of 680.66 feet to the centerline of Big Walnut Creek;

thence southeasterly with the meanders of said centerline of Big Walnut Creek, being the easterly line of said lands of J.L.S.D.R.C., South 36°52'15" East, 646.58 feet to the southeasterly corner of said lands of J.L.S.D.R.C., being the northeasterly corner of that 11.092 acre tract of land described in the deed to The Jefferson Local School District Recreation Council, Inc., recorded in Deed Book 3032, Page 513;

thence westerly along the northerly line of said 11.092 acre tract, South 87°45'00" West, (passing an iron pipe set at 137.57 feet) a distance of 246.82 feet to an iron pipe set;

thence northerly, northwesterly and westerly, through and across said lands of The Jefferson Local School District Recreation Council (D.B. 2031, Pg. 236), the following nine (9) courses and distances:

1. North 2°04'10" West, 142.18 feet to an iron pipe set;
2. North 37°43'10" West, 274.73 feet to an iron pipe set;
3. South 71°45'00" West, 50.00 feet to an iron pipe set;
4. North 40°24'20" West, 163.49 feet to an iron pipe set;
5. South 86°05'20" West, 98.76 feet to an iron pipe set;
6. North 5°36'50" West, 28.14 feet to a pony spike set;
7. South 84°48'10" West, 61.85 feet to a pony spike set;
8. South 88°12'10" West, 135.88 feet to a mag nail set; And,
9. South 87°43'30" West, 195.15 feet to a mag nail set in the easterly right-of-way line of Parkland Drive (50 feet in width), shown dedicated on the plat of "Bagshaw Heights," recorded in Plat Book 17, Page 161;

thence northerly along said easterly right-of-way line of Parkland Drive, North 2°12'00" West, 28.06 feet to the 'Point of Beginning,' containing 2.618 acres of land, more or less, as surveyed and described in September of 2001, by Carl E. Turner Jr., Registered Professional Surveyor No. S-6702.

Subject, however, to all legal rights-of-way of previous record.

The reference meridian for the foregoing description is the deed bearing for the northerly line of aforesaid 11.092 acre tract (see D.B. 3032, Pg. 513). Iron pipes called for as set are 3/4" I.D., 30 inches in length, driven flush with the ground, and capped with a yellow plastic plug inscribed "C. TURNER/P.S. 6702."

By Carl E. Turner Jr.
Carl E. Turner Jr., Professional Surveyor No. 6702

12 Sept. 2001
Date

* End of Description *

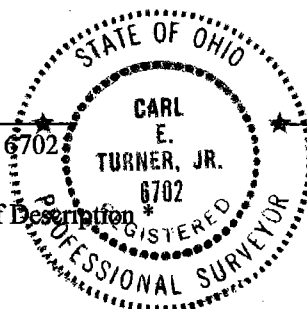


EXHIBIT B

Parcel 2 Legal Description

1.645 ACRES
J.L.S.D.R.C., INC.

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in Quarter Township 4, Township 1, Range 17, United States Military District, being part of those lands described in the deed to The Jefferson Local School District Recreation Council, Inc. (J.L.S.D.R.C., Inc.), recorded in Deed Book 3032, Page 513 (record references to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Commencing at an iron pipe set at the westerly corner common to Reserves "B" & "C" of "Westergaard Park," recorded in Plat Book 22, Page 5;

thence easterly along the line common to said Reserves "B" & "C," and the eastwardly extension thereof, North 87°43'30" East, (passing an iron pipe set prior survey at 472.22 feet) a distance of 680.66 feet to the centerline of Big Walnut Creek;

thence southeasterly with the meanders of said centerline of Big Walnut Creek, being the easterly line of those lands described in the deed to Jefferson Local School District Recreation Council (J.L.S.D.R.C.), recorded in Deed Book 2031, Page 236, South 36°52'15" East, 646.58 feet to the southeasterly corner of said lands of J.L.S.D.R.C., being the northeasterly corner of said 11.092 acre tract, being the TRUE POINT OF BEGINNING:

thence continuing southeasterly with said meanders of the centerline of Big Walnut Creek, being the easterly line of said 11.092 acre tract, South 29°25'25" East, 445.57 feet to the southeasterly corner of said 11.092 acre tract, being the northeasterly corner of that 13.738 acre tract of land described in the deed to George W. Weber, Jr., recorded in Deed Book 2193, Page 45;

thence westerly along the southerly line of said 11.092 acre tract, being the northerly line of said 13.738 acre tract, South 88°50'00" West, 227.73 feet to an iron pipe set;

thence northerly through said 11.092 acre tract, North 18°22'20" West, 408.13 feet to an iron pipe set in the northerly line of said 11.092 acre tract;

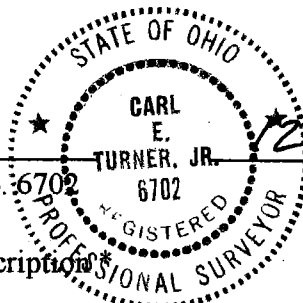
thence easterly along the northerly line of said 11.092 acre tract, North 87°45'00" East, 137.54 feet to the 'True Point of Beginning,' containing 1.645 acres of land, more or less, as surveyed and described in September of 2001, by Carl E. Turner Jr., Registered Professional Surveyor No. S-6702.

Subject, however, to all legal rights-of-way of previous record.

The reference meridian for the foregoing description is the deed bearing for the northerly line of aforesaid 11.092 acre tract (see D.B. 3032, Pg. 513). Iron pipes called for as set are 3/4" I.D., 30 inches in length, driven flush with the ground, and capped with a yellow plastic plug inscribed "C. TURNER/P.S. 6702."

By Carl E. Turner Jr.

Carl E. Turner Jr., Professional Surveyor No. 6702

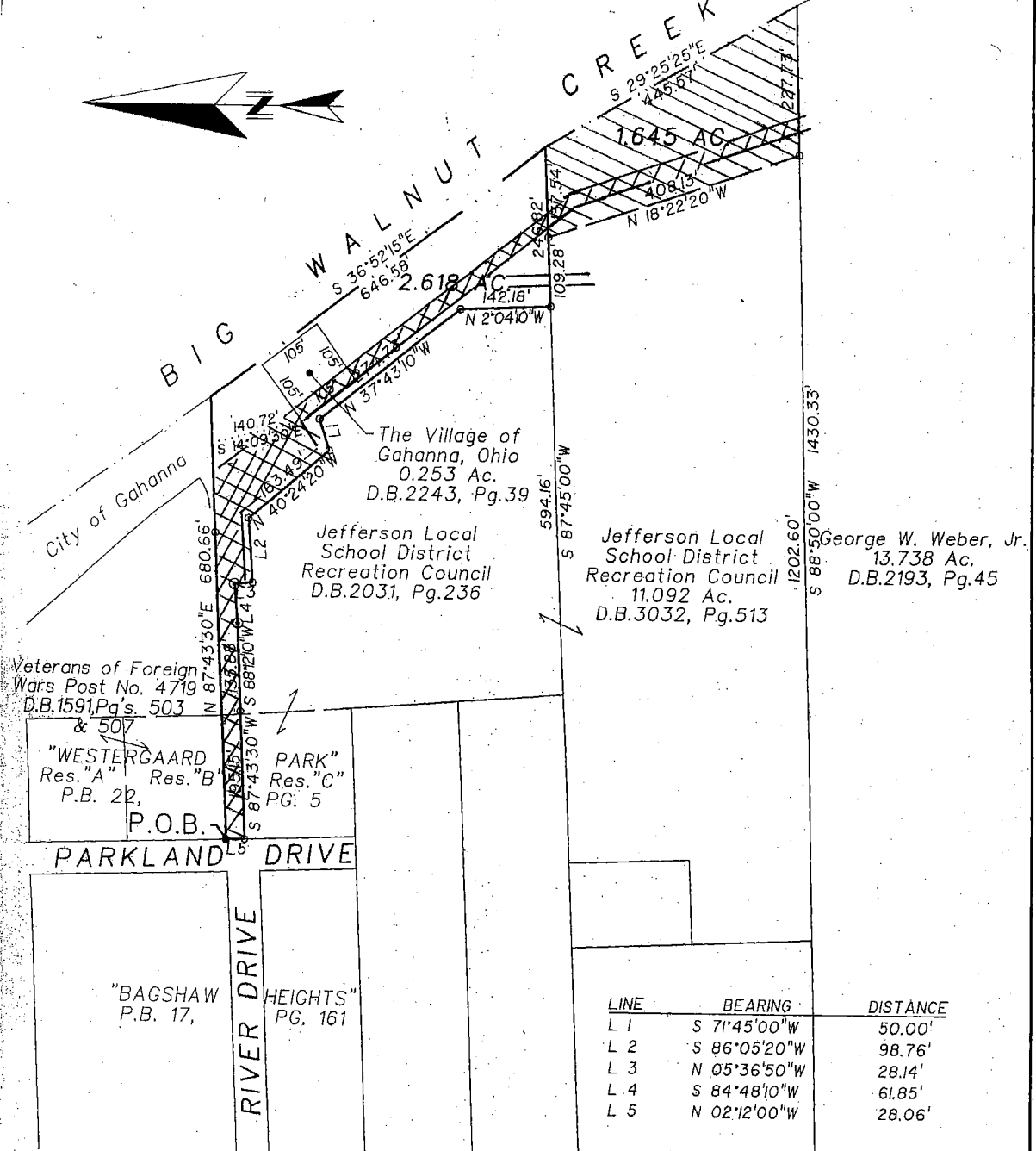


12 Sept. 2001
Date

* End of Description *

TITLE: **SURVEY OF 2.618 & 1.645 ACRES**
 LOCATED IN QUARTER TOWNSHIP 4, TOWNSHIP 1, RANGE 17
 UNITED STATES MILITARY DISTRICT
 CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

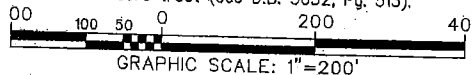
PREPARED EXCLUSIVELY FOR: THE CITY OF GAHANNA, PARKS DEPT. & THE JEFFERSON LOCAL SCHOOL DISTRICT RECREATION COUNCIL
 12 SEPTEMBER 2001
 PLAT BOOK 22, PAGE 5
 DEED BOOK 2031, PAGE 236
 DEED BOOK 3032, PAGE 513



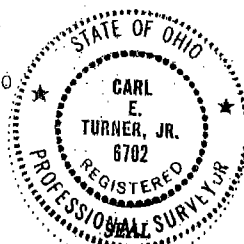
| LINE | BEARING | DISTANCE |
|------|--------------|----------|
| L 1 | S 71°45'00"W | 50.00' |
| L 2 | S 86°05'20"W | 98.76' |
| L 3 | N 05°36'50"W | 28.14' |
| L 4 | S 84°48'10"W | 61.85' |
| L 5 | N 02°12'00"W | 28.06' |

We hereby Declare that the attached plat was prepared from an actual survey of the premises, that to the best of our knowledge, information and belief, correctly shows the location of the boundaries. Only those easements specifically brought to our attention, or those which we had special knowledge of are shown hereon.

BASIS OF BEARINGS: The reference meridian for the foregoing survey is the deed bearing for the northerly line of the 11.092 acre tract (see D.B. 3032, Pg. 513).



SURVEY MONUMENTS: Found (F)=●, Set (S)=○. I=Iron Pipe (I); SP=Solid Pin (SP); RB=Rebar; RS=Railroad Spike; PS=Pony Spike; K=PK Nail & PS=3/4" ID iron pipe set flush with the ground & capped with a yellow plastic plug inscribed C. TURNER/P.S. 6702.



By: *Carl E. Turner, Jr.*
 CARL E. TURNER, JR.
 REGISTERED PROFESSIONAL SURVEYOR No. S-6702

NOT AN AUTHORIZED DOCUMENT UNLESS SURVEYOR'S SEAL APPEARS IN RED INK.

| | | |
|---------------------------|------------------|-----------------|
| FIELD SURVEY BY: CT/2001B | DRAWN BY: C.E.T. | TERRA FILE NO.: |
|---------------------------|------------------|-----------------|