



DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (this "Declaration") is made on this 4th day of November, 2015 by the City of Gahanna, a municipality.

Recitals:

A. Declarant owns certain property located in Fanklin County, Ohio as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Declarant applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Declarant's application for the Grant, Declarant proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.

C. As a condition to Declarant's receipt of the Grant, Declarant has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself and its successors and assigns as owners of the Property, hereby agrees as follows:

§1. Use and Development Restrictions. Declarant hereby agrees, for itself and its successors and assigns as owners of the Property, that the Property shall be subject to the following:

1. This land shall never be subdivided or parceled in any way.
2. As part of the consideration for the conveyance of the premises, City of Gahanna agrees that the land shall forever be held as a nature preserve for scientific, educational and aesthetic purposes, and except as set out in this paragraph, the premises shall be kept in its natural state without disturbance of habitat or plant or animal populations, **except for:**

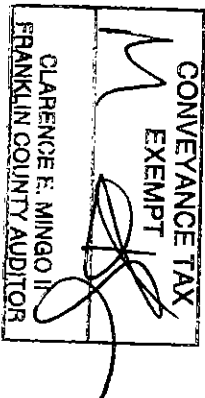
A. The construction of trails as may be necessary for the protection or enjoyment of the natural character of the premises. City of Gahanna agrees that the premises shall be preserved and managed in such manner as to accommodate public enjoyment of the nature preserve through visitation by means of a 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.

B. City of Gahanna shall have the exclusive right to establish nature trails, nature interpretation facilities (non-habitable) and other improvements in non-sensitive areas to accommodate visitation.

C. The construction of an accessible, scenic deck overlook(s) providing views of the vernal pool.

D. Trail construction and erection of bridges, culverts, storm drains, and utilities for the trail, including a trail security lighting system, provided said construction and erection is needed for the trail construction and occurs in non-sensitive locations, and is in keeping with the natural character of the premises to provide safe utilization of the trails.

Gahanna Title Book 15-8165



CLARENCE E. MINGO II
FRANKLIN COUNTY, OHIO
AUDITOR
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TRANSFER
NOT NECESSARY

3. City of Gahanna agrees to preserve and enhance the mature forest cover by means of standard non-harvest policies.
4. The City of Gahanna shall have exclusive right to manage and control vegetation, remove invasive species of plants, add native species of plants, and the right to manage fish and wildlife populations.
5. City of Gahanna will at all times prohibit motorized recreational vehicles within this conservation area.

§2. Perpetual Restrictions. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§3. Enforcement. If Declarant or its successors or assigns as owner of the Property should fail to observe the covenants and restrictions set forth herein the Declarant or its successors or assigns, as the case may be, shall pay to the OPWC upon demand both: 1) all grant funds disbursed to the Declarant, and 2) liquidated damages equal to one hundred percent (100%) of the funds disbursed by the OPWC together with interest accruing at the rate of six percent (6%) per annum from the date of Declarant's receipt of the Grant. Declarant acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event a breach or violation of the covenants and restrictions set forth herein, the determination of which is not readily ascertainable. OPWC shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and covenants set forth herein. Failure by OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

§4. Restriction on Transfer of the Property. Declarant acknowledges that the Grant is specific to Declarant and that OPWC's approval of Declarant's application for the Grant was made in reliance on Declarant's continued ownership and control of the Property. Accordingly, Declarant shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Declarant: City of Gahanna
200 S. Hamilton Road
Gahanna, Ohio 43230

OPWC: Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, Ohio 43215
Attn: Director

§7. **Governing Law.** This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictions to be executed this 4th day of November, 2015.

DECLARANT:
City of Gahanna

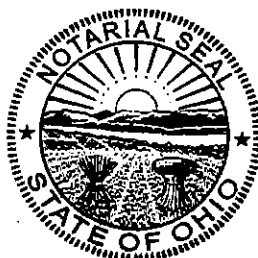
By: Rebecca W. Stinchcomb
Name: Rebecca W. Stinchcomb
Title: Mayor

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 13 day of November 2015, by Rebecca Stinchcomb, the Mayor of The City of Gahanna, a Ohio Municipal Corp., on behalf of the corporation.

Nancy Ballenger
Notary Public

This instrument was prepared by:



NANCY BALLENGER
Notary Public, State of Ohio
My Commission Expires 1/28/2018

Attachment: Description of Property

EXHIBIT "A"

Situated in the State of Ohio, County of Franklin and in the City of Gahanna;
Being Reserve D and Reserve E of the Resubdivision of Part of Foxwood Section 3 as the same is
numbered and delineated upon the recorded plat thereof, of record in Plat Book 119 pages 1 and 2,
Recorder's Office, Franklin County, Ohio.

PPNs: 025-013732-00 and 025-013733-00

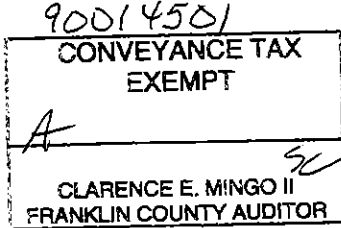
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DEC 1 8 2015

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



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12/18/2015 8:17AM BXGAHANNA TIT
Terry J. Brown
Franklin County Recorder



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **Homewood Corporation.**, an Ohio Corporation, of the County of Franklin, State of Ohio, for valuable consideration paid, grant(s), with general warranty covenants, to

CITY OF GAHANNA

whose tax mailing address is: 200 S. Hamilton Road, Gahanna, Ohio 43230

Situated in the State of Ohio, County of Franklin and in the City of Gahanna; Being Reserve D and Reserve E of the Re-subdivision of Part of Foxwood Section 3 as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 119 pages 1 and 2, Recorder's Office, Franklin County, Ohio.

Tax district and parcel number: 025-013732-00 and 025-013733-00
Street address of property: Buttonbush Court, Gahanna, Ohio 43230
Prior instrument reference: Instrument No. 200305290160381 and Vol. 25671 Pg. E13

Subject to Declaration of Restrictions, recorded in Instrument No. 201512180176877.

IN WITNESS WHEREOF, The said Homewood Corporation. in pursuance of a resolution adopted by its Board of Directors, on 12th day of August, 2012, has hereunto caused these presents to be subscribed by its President, James L. Lipnos

Signed this 4th day of November, 2015.

Homewood Corporation
An Ohio Corporation

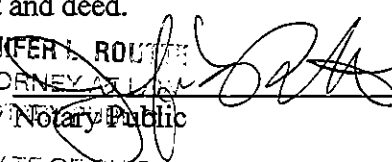
by: 
James L. Lipnos, President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, That on this 4th day of November, 2015, before me the subscriber, a notary public in and for said county and state, personally came the Grantor(s) in the foregoing deed, James L. Lipnos as **President** on behalf of **Homewood Corporation.**, and acknowledged the signing thereof to be his voluntary act and deed.



JENNIFER L. ROUTE
ATTORNEY AT LAW
Notary Public
STATE OF OHIO



Gahanna Title Box 15-8105

This instrument prepared by: *Jennifer L. Route, Attorney at Law,*
142 Granville Street, Gahanna, Ohio 43230