

**DEED OF EASEMENT
MULTI-PURPOSE TRAIL EASEMENT
CITY OF GAHANNA, DEPARTMENT OF PARKS & RECREATION**

Nob Hill Civic Association, a civic association ("Grantor"), for valuable consideration received, does hereby grant, bargain, sell and convey to the City of Gahanna, Department of Parks & Recreation, its successors and assigns ("Grantee"), a multi-purpose trail and public access easement ("Trail Easement") together with appurtenant rights over, across and under the real property (or a portion of the real property) owned by Grantor, located in the City of Gahanna, County of Franklin and State of Ohio, and more fully described on the attached Exhibit A (the "Real Property"). The approximate location of the Trail Easement is depicted on the attached Exhibit B.

By acceptance of this Trail Easement, Grantee agrees to the following conditions and Grantor covenants to do the following:

1. Grantee shall have the right to construct a multi-purpose trail over across and upon said Trail Easement (the "Trail") for the benefit of the public, including, without limitation, the Grantee's employees, officers, agents, visitors, and invitees.
2. Grantor shall permit Grantee's employees, agents, and contractors, to enter upon the Real Property for the purposes of constructing, maintaining, operating, and replacing the Trail over and across the Trail Easement, and shall not interfere with Grantee's use, access, ingress and egress to the Trail Easement. Grantee shall be permitted to construct appropriate signage, barriers, fencing, benches and landscaping as Grantee determines is necessary.
3. All improvements to the Trail and Trail Easement shall be at the sole cost of the Grantee, and Grantee shall cause to be bonded off mechanics' liens arising out of construction, repair, maintenance or replacement of the Trail undertaken by the Grantee.
4. Grantee shall be responsible for maintaining the Trail Easement in a clean and safe condition. (NOTE: MAINTAINING MEANS 10 FOOT PATH – 6 FOOT BERM ON EACH SIDE, MOWED; AND THE REST LEFT IN A NATURAL STATE)
5. Grantee shall have the right to patrol the Trail and Trail Easement in the same and similar manner as it patrols other trails owned or maintained by Grantee for public use, and Grantor hereby authorizes Grantee to enforce the rules and regulations of the Grantee and the State of Ohio; provided, however, that Grantee shall not be liable to Grantor for any failure to enforce such rules and regulations.
6. Grantee shall have the right to require that the Trail and Trail Easement prohibit access by motorized vehicles, except to the extent that Grantee's or Grantor's employees, officers, agents, contractors, emergency service personnel or law enforcement personnel require the use of motorized vehicles for the purposes of trail construction, maintenance, repair, patrol and safety.
7. Grantor may not erect new or additional power and transmission lines, water, sewer, or other utility lines, or wells within the Trail Easement, and Grantor may not grant any additional easement(s) within the Trail Easement for such or any other purposes. The Grantor reserves the right to utilize the Trail Easement to maintain and repair existing telephone, electric, water, wells, or other utility lines or mains already serving the Real Property. If such repairs and maintenance are required, upon the completion of any necessary repairs and/or maintenance, Grantor shall restore the Trail Easement to its condition prior to such repair or maintenance.
8. The Grantee shall have the right to periodically inspect the Trail Easement for violations of the covenants and restrictions set forth herein. If Grantor or its

successors and assigns violate any of these covenants and restrictions Grantor shall cure the violation(s) within sixty (60) days of receipt of notice thereof from Grantee. If Grantor fails to adequately cure or eliminate the violation(s) within the sixty (60) day time period, Grantee may cause the cure of the violation(s), and Grantor shall immediately reimburse Grantee for all costs and expenses incurred in curing the violation(s), in addition, Grantee shall also have the right to obtain injunctive relief for the enforcement of the covenants and restrictions from a court of competent jurisdiction.

9. The Grantee shall have the right to post or clearly mark the boundaries of the Trail Easement in compliance with Grantee's policy.
10. The permanent easement area as outlined in attached exhibit "A" and "B" shall remain in effect in perpetuity. The temporary construction easement area as outlined in these exhibits shall be for a period of six (6) months from the beginning of construction to facilitate construction activities.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative as of this ____ day of _____, 2011.

Signed and acknowledged in the presence of:

Witness: _____
Print Name: _____

Grantor:
Nob Hill Civic Association

Witness: _____
Print Name: _____

Deb Woodward, President

Witness: _____
Print Name: _____

Grantee:
City of Gahanna
Department of Parks & Recreation

Witness: _____
Print Name: _____

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

State of Ohio, _____ County,

[For individual]

The foregoing instrument was acknowledged before me this (date) by (name of person acknowledged)

Notary Public
My commission expires: _____

[For a corporation or other business entity]

The foregoing instrument was acknowledged before me this ____ day of _____,

Notary Public
My commission expires: _____

