

### **ACCESS EASEMENT**

For valuable consideration received, which is acknowledged, **CENTERPOINT CHURCH**, an Ohio 501(c)(3) religious entity, whose address is 620 McCutcheon Ave. Gahanna, Ohio 43230, (the "Grantor"), does grant to **CITY OF GAHANNA**, an Ohio municipal corporation, with principal offices at 200 South Hamilton Road, Gahanna, Ohio 43230 (the "City"), its successors and assigns, easement rights upon the following described real estate (the "Easement Area") for the purposes of utilizing the Easement Area for all general and special use parking.

Easement Area: appx 1.2 acres (52,000 sq. ft.) +/-

Situated in Franklin County, City of Gahanna, State of Ohio, and being more specifically described and depicted in the attachment, Exhibit A, which is fully incorporated into this instrument as if rewritten.

- Permanent Parcel No.: 025-004277 & 025-005537
- Property Address: 620 McCutcheon Ave.

1. Grantor is the owner of the Easement Area. The City's easement rights pursuant to this instrument shall commence by the execution of this agreement and unless sooner terminated under any provision hereof, end 20 years after the commencement date. All terms and conditions contained in this instrument shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

2. Grantor hereby grants to the City, and its tenants, customers, employees and invitees, access to the Easement Area as depicted on Exhibit A for the limited purpose of vehicular parking during times to be conditioned by mutually agreed upon privileges, restricted on Sunday mornings between 8:00 AM – 12:00 PM EST and during Christian worship celebrations falling upon the respective days of Good Friday, Christmas Eve, and Christmas Day.

3. The Grantor may fully use and enjoy the Easement Area and will not in any way impair the ability of the City to access the Easement Area consistent with the agreed upon terms. City shall not create nor allow any obstructions on or over the Easement Area that will interfere with the Grantor.

4. The Grantor, as a part of the consideration hereof, is responsible for any damages or maintenance required to lawn, driveways, parking lot, permitted shrubbery, drain tiles, crops, or permitted fences on the Easement Area, at the expense and responsibility of the Grantor.

5. Grantor shall at all times maintain or cause to be maintained the Easement Area in good, clean and safe condition and repair including, without limitation: (1) repairing and resurfacing the paved surfaces in a level, smooth, and evenly covered condition, (2) removing snow, ice, fallen foliage, and debris as reasonably necessary, (3) at minimum seal and stripe the parking lot every two (2) years during the term of this agreement.

6. This Agreement does not constitute a public dedication. No Easement contained herein shall be deemed to constitute a dedication to the general public or for any public purpose whatsoever, it being the intent of the Grantor and the City that the Easement be strictly limited to the uses and purposes expressed herein.

7. Grantor shall indemnify and hold harmless the City and City's principals, employees, officers, agents, contractors, representatives, or invitees from and against any and all losses, damages, liabilities, fines, claims, and causes of action which any such party may suffer or incur as a consequence of entry upon Easement Area or Grantor's actions with respect to this Agreement and the Easements, including, without limitation, any personal injury or death or property damage.

8. Neither party shall assign its rights, duties or privileges under this agreement nor shall either party attempt to confer any of its rights, duties or privileges under this agreement on any third party, without the written consent of the other party.

9. The Easement Area shall be construed by and controlled under the laws of the State of Ohio. Venue for any dispute or actions with respect to this Agreement shall lie exclusively in the courts of Franklin County, Ohio. If any clause or provision of this Agreement or the application thereof to any person, entity, or circumstance is or becomes illegal, invalid, or unenforceable because of present or future laws or any ruling or regulation of any governmental agency, the remaining parts of this Agreement and the application thereof shall be valid and enforceable to the fullest extent permitted by law.

*[Remainder of page intentionally blank. Grantor's execution next page.]*

## GRANTOR'S EXECUTION

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR: CENTERPOINT CHURCH

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

\_\_\_\_\_  
Name(s) \_\_\_\_\_ of the aforementioned,  
\_\_\_\_\_, who represented that \_\_\_\_\_  
Company \_\_\_\_\_ he/she/they is/are  
duly authorized in the premises, and who acknowledged that \_\_\_\_\_ did  
he/she/they  
sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed as such  
his/her/their  
\_\_\_\_\_ and the free act and deed of said  
\_\_\_\_\_  
Title(s)  
\_\_\_\_\_  
Company \_\_\_\_\_.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

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Notary Public  
Print Name \_\_\_\_\_

## GRANTEE'S EXECUTION

IN WITNESS WHEREOF, the Grantee hereto has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTEE: CITY OF GAHANNA

By: \_\_\_\_\_  
Laurie Jadwin, City of Gahanna Mayor

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

\_\_\_\_\_  
Name(s) \_\_\_\_\_ of the aforementioned,  
\_\_\_\_\_, who represented that \_\_\_\_\_  
Company \_\_\_\_\_ he/she/they is/are  
duly authorized in the premises, and who acknowledged that \_\_\_\_\_ did  
he/she/they  
sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed as such  
his/her/their  
\_\_\_\_\_ and the free act and deed of said  
\_\_\_\_\_  
Title(s)  
\_\_\_\_\_  
Company \_\_\_\_\_.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Priya D. Tamilarasan, City Attorney

This instrument was prepared by:  
Priya D. Tamilarasan, (614) 342-4096, 200 S. Hamilton Rd., Gahanna, OH 43230

## Exhibit A

