

SIDEWALK PUBLIC ACCESS EASEMENT

This Easement is executed by _____ Science One, LLC _____ (“Grantor”) and _____ City of Gahanna _____ (“Grantee”), individually a “Party” and collectively the “Parties”.

Recitals

Grantor owns fee title to the parcel of land referenced by Franklin County Parcel ID 027-000113 (the “Grantor Tract”). Grantee, on behalf of the public, and consistent with planning, zoning and community master plans, has deemed a perpetual public access is necessary across the Grantor’s Tract for preserving and enhancing the health, safety, public welfare and stewardship activities for the betterment of the public.

Agreement

Therefore, in consideration of the mutual benefits derived by the Parties, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, for the benefit of the general public via Grantee a public, perpetual, nonexclusive, appurtenant easement (the “Easement”) over and across a 10 - foot wide strip of land situated on the Grantor Tract, with said strip of land described in, or depicted on, Exhibit A (the “Easement Area”). This grant of Easement is made subject to all exceptions to title or of record in the Official Records of the City of Gahanna, Franklin County, and the state of Ohio.

2. **Easement Use.** The Easement will be used solely for pedestrian and multimodal access across the Grantor’s Tract, using the existing 5 -foot wide pathway within the Easement Area. Use of the Easement Area will continue upon transfer of the Grantor’s Tract to its successors in ownership of the Grantor Tract, and their tenants, invitees, agents, employees, successors, and assigns.

3. **Reserved Rights.** Grantor reserves the right to use the Easement Area for all lawful purposes, including but not limited to, installing utilities, cables, landscaping, concrete and asphalt surfaces, and other improvements, as long as such uses do not unreasonably interfere with Grantee’s authorized use of the Easement Area.

4. **Nature of Easement.** The Easement granted herein is appurtenant to, and for the benefit of, the Grantee on behalf of the public, burdens the Grantor Tract, and shall run with the land. Any conveyance of fee title to the Grantee Tract will include a conveyance of this appurtenant Easement, whether or not the Easement is specifically identified in the conveyance instrument.

5. **Maintenance; Repair and Renewal.** Grantor shall maintain, repair and renew the Easement Area in accordance with Gahanna Codified Ordinances 521.06, 903.01 and other applicable provisions of the code.

6. **Successors.** This Easement will be binding on, and inure to the benefit of Grantor and Grantee, and their respective heirs, successors, and assigns.

7. **Relocation.** The owner of the Grantor Tract will have the right, at its option, to relocate the Easement Area to another course over and across the Grantor Tract from time to time, provided that: (i) Grantor provides Grantee with reasonable advance written notice of Grantor's intent to exercise the relocation option; (ii) Grantee must give written permission for Relocation, although permission shall not unreasonably be withheld; (iii) Grantor pays all expenses associated with the relocation including, but not limited to, physical construction costs and documentation and recording of the Easement amendment, if needed, to effect such relocation; (iv) the relocated Easement Area provides comparable access to the Grantee Tract; and (v) the Users are provided reasonable options for accessing the Grantee Tract during the period of time that the Easement Area is being relocated.

8. **Amendment.** This Agreement may only be amended by written instrument executed by the Parties.

9. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee as follows:

Grantor: 8400 Industrial Parkway, Plain City, Ohio 43064

Grantee:

10. **Recording.** Grantee shall record this Easement in the Official Records of Franklin County, Ohio.

11. **Governing Law; Venue.** The laws of the State of Ohio (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Easement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Either Party bringing a legal action or proceeding against the other Party arising out of or relating to this Easement shall bring the legal action or proceeding in the Circuit Court of the State of Ohio within Franklin County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

12. **Entire Agreement; Construction.** This Easement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement.

Executed to be effective as of the ____ day of _____, 20__.

GRANTOR:

Science One, LLC

By: Amy Biondi-Huffman

Name: Amy Biondi-Huffman

Title: Manager

GRANTEE:

By: _____

Name: _____

Title: _____

STATE OF Ohio)
) ss.
County of Union)

This instrument was acknowledged before me this 6th day of December,
2022, by Amy Biondi-Huffman, as Manager of Science One LLC, an
Ohio LLC, on behalf of the company.

/s/ Margaret M. Long
Notary Public for Ohio
My commission expires: _____



MARGARET M. LONG
Notary Public, State of Ohio
My Comm. Expires Dec. 04, 2024

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as _____ of _____, a
_____, on behalf of the _____.

/s/ _____
Notary Public for Ohio
My commission expires: _____

Approved as to Form by:

Raymond Mularski – Gahanna City Attorney
200 South Hamilton Road
Gahanna, Ohio 43230

Exhibit A
Easement Area