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 Instrument Number: 201801050002571 Recorded Date: 01/05/2018 12:31:14 PM  Daniel J. O'Connor Jr. Franklin County Recorder 373 South High Street, 18th Floor Columbus, OH 43215 (614) 525-3930 http://Recorder.FranklinCountyOhio.gov Recorder@FranklinCountyOhio.gov		Return To (Mailing Label): CITY OF GAHANNA JULIE KEEGAN 200 S HAMILTON RD COLUMBUS, OH 43230	
Transaction Number: T20180000921 Document Type: EASEMENT Document Page Count: 4		Mailing Label	
Submitted By (Walk-In): CITY OF GAHANNA JULIE KEEGAN 200 S HAMILTON RD COLUMBUS, OH 43230			
First Grantor: GEORGE PARKER	Walk-In	First Grantee: GAHANNA CITY OF	
Fees: Document Recording Fee: \$28.00 Additional Pages Fee: \$16.00 Non-Conforming Document Fee: \$20.00 Total Fees: \$64.00 Amount Paid: \$64.00 Amount Due: \$0.00		Instrument Number: 201801050002571 Recorded Date: 01/05/2018 12:31:14 PM	

OFFICIAL RECORDING COVER PAGE

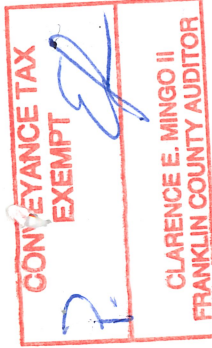
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TRANSFER
NOT NECESSARY

DEED OF EASEMENT
FOR MULTI-PURPOSE TRAIL

JAN 05 2018

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

CLARENCE E. MINGO II
AUDITOR

George and Vivian Parker, ("Grantor"), for valuable consideration ~~received~~ ^{hereby} grant, bargain, sell and convey to the City of Gahanna, 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.
3. Grantee shall be permitted to construct appropriate signage, barriers, utilities, fencing, benches and landscaping as Grantee determines is necessary.
4. All improvements to the Trail and Trail Easement shall be at the sole cost of the Grantee.
5. Grantee shall be responsible for maintaining the Trail Easement.
6. 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.
7. 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.
8. The Grantor reserves the right to utilize the Trail Easement to maintain, repair or install existing or new telephone, electric, sewer, water, wells, or other utility lines or mains to serve the Real Property. If such installations, repairs and maintenance are required, upon the completion of any necessary installations, repairs and/or maintenance, Grantor shall restore the Trail Easement to its condition prior to such installation, repair or maintenance.
9. 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 thirty (30) days of receipt of notice thereof from Grantee. If Grantor fails to adequately cure or eliminate the violation(s) within the thirty (30) 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.

10. The Grantee shall have the right to post or mark the boundaries of the Trail Easement in compliance with Grantee's policy.
11. The permanent easement area as outlined in attached exhibits "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.
12. Grantee shall create and erect a recognition plaque on, or near, Creekside Island acknowledging the Gahanna Kiwanis and Grantor's contribution of land, specifically the Creekside Park Island, to the City of Gahanna, for recreational park purposes.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative as of this 19th day of February, 2015.

Signed and acknowledged in the presence of:

Grantor: George and Vivian Parker


George Parker

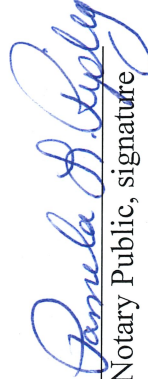

Vivian Parker

In the State of Ohio, Franklin County, the foregoing instrument was

acknowledged before me this 19th day of February, 2015 by:

Pamela L. Ripley
Notary Public, print name

Notary seal here


Notary Public, signature

My commission expires: 6-30-16

Grantee: City of Gahanna


Rebecca W. Stinchcomb, Mayor

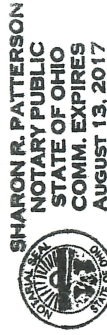
In the State of Ohio, Franklin County, the foregoing instrument was

acknowledged before me this 13th day of May, 2015 by:

Sharon R. Patterson
Notary Public, print name

Notary seal here


Notary Public, signature



My commission expires: 8-13-17

15 FOOT TRAILWAY EASEMENT

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in part of Lot 23 of Quarter Township 1, Township 1, Range 17, United States Military District, being a fifteen (15) foot strip of land through those lands described in the deed to George E. Jr. and Vivian M. Parker, as recorded in Official Record 9163-D14 (references to those of the Recorder's Office, Franklin County, Ohio), said strip being more particularly described as follows:

Commencing at the southwesterly corner of that 7.915 acre tract of land described in the deed to the City of Gahanna, as recorded in Official Record 32024-F06, being in the northerly line of that tract of land described in Deed Book 3478, Page 24 to the City of Gahanna, said corner being located 408.29 feet left of centerline Station 1211+88.63 of U.S. Route 62;

thence northerly along the westerly line of said 7.915 acre tract, North 2°53'16" East, 8.63 feet to the "**True Point of Beginning**" of said 15 foot strip, which is to lie 7.5 feet each side of the following described centerline:

thence northerly through said lands of Parker, the following six (6) courses and distances:

1. North 12°34'46" West, 125.45 feet to an angle point in said line;
2. North 4°52'52" West, 132.12 feet to a point of curvature in said line;
3. North 2°53'26" East, 9.49 feet along the arc of a curve to the right (Radius=35.00, Delta=15°32'36") a chord distance of 9.47 feet, to the point of tangency;
4. North 10°39'44" East, 190.06 feet to a point of curvature;
5. North 13°50'15" East, 8.31 feet along the arc of a curve to the right (Radius=75.00 feet, Delta=6°21'01") a chord distance of 8.31 feet to the point of tangency; And,
6. North 17°00'45" East, 98.46 feet to The Point of Terminus of said strip in said westerly line of the 7.915 acre tract, being located South 2°53'16" West, 147.30 feet from the northeasterly corner of said lands of Parker, as described on October 9, 2014, from existing records for easement purposes only, by Carl E. Turner Jr., Professional Surveyor No. 6702.

The side lines of the first and last course of the foregoing described easement are to be extended or shortened, as the case may be, to terminate at the property lines.

Bearings are referenced to that meridian used for the deed description of said 7.915 acre tract (see O.R.32024-F06).

Terra Surveying Services, LLC

Carl E. Turner Jr.

Carl E. Turner Jr.
Professional Surveyor No. 6702
9 October 2014



End of Description

T **TERRA**
Surveying Services LLC

**238 Academy Woods Drive
Gahanna, Ohio 43230-2184
614.471.0663
www.terraurveyingservices.com**

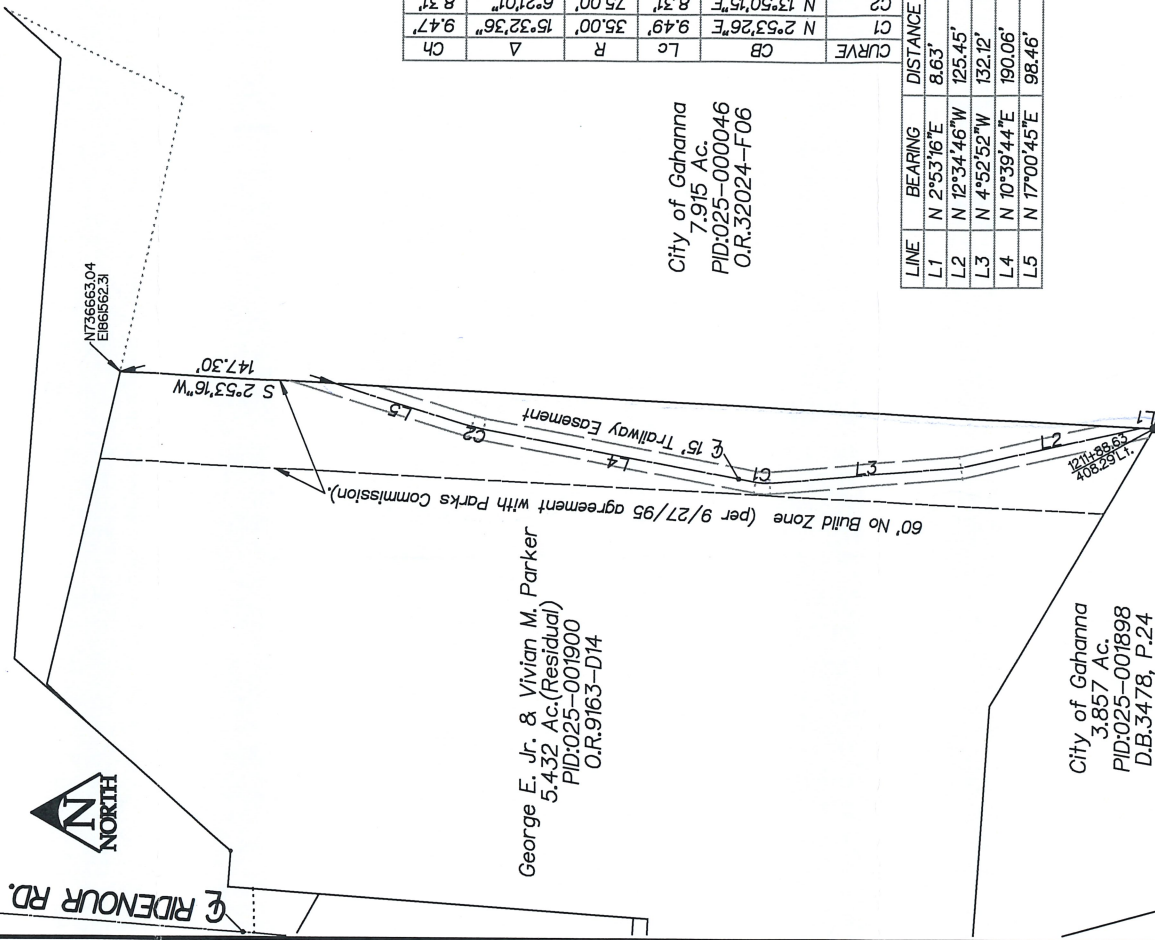
15' TRAILWAY EASEMENT

LOCATED IN PART OF LOT 23, QTR. TWP. 1, TWP. 1, RANGE 17
UNITED STATES MILITARY DISTRICT
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

**PREPARED EXCLUSIVELY FOR:
GAHANNA CITY PARKS DEPARTMENT**

9 October 2014

OFFICIAL RECORD	9163-D14
OFFICIAL RECORD	32024-F06



LINE	BEARING	DISTANCE
L1	N 2°53'16"E	8.63'
L2	N 12°34'46"W	125.45'
L3	N 4°52'52"W	132.12'
L4	N 10°39'44"E	190.06'
L5	N 17°00'45"E	98.46'

BASIS OF BEARINGS: Bearings are referenced to that meridian used for the deed description of the 7.915 acre tract (see O.R.32024-F06).



NOT AN AUTHORIZED DOCUMENT WITHOUT EM-
BOSSSED OVER BLUE INK SURVEYOR'S SEAL

FIELD SURVEY BY: N/A	DRAWN BY: C. Turner	TERRA FILE NO.: 25.11GAH105.14
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C. Turner