

**DEED OF EASEMENT
FOR MULTI-PURPOSE TRAIL**

George and Vivian Parker, ("Grantor"), for valuable consideration received, does 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} ~~21st~~ day of ~~January~~ ^{February}, 2015.

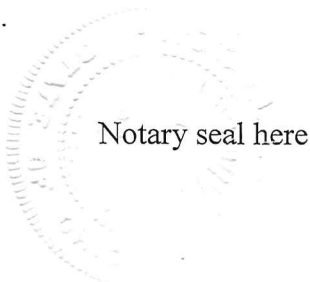
Signed and acknowledged in the presence of:

Grantor: George and Vivian Parker

George E. Parker Sr.
George Parker

Vivian 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

Pamela L. Ripley
Notary Public, signature

My commission expires: 6-30-16

Grantee: City of Gahanna

Rebecca W. Stinchcomb, Mayor

In the State of Ohio, _____ County, the foregoing instrument was acknowledged before me this _____ day of _____, 2015 by:

Notary Public, print name
Notary seal here

Notary Public, signature

My commission expires: _____

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.
Professional Surveyor No. 6702
9 October 2014



End of Description

