

**DEED OF EASEMENT**  
**MULTI-PURPOSE RECREATIONAL TRAIL EASEMENT**  
(Camp Chase Railroad)

And now this 20<sup>th</sup> day of March, 2009, Camp Chase Railroad Company, successor by name change from Camp Chase Industrial Railroad Corporation, an Ohio Corporation (“Grantor”), for valuable consideration received, does hereby grant by quit claim to the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District, its successors and assigns (“Grantee”), a perpetual multi-purpose public recreational trail easement (“Trail Easement”) together with appurtenant rights over, across and under the real property (or a portion of the real property) owned or occupied by Grantor, located in the County of Franklin, State of Ohio, and County of Madison, State of Ohio, between Miami Crossing, Columbus, Franklin County and Wilson Road west of Lilly Chapel, Madison County, and more fully described on the attached Exhibit A (the “Property”). The Trail Easement will be approximately nineteen (19) feet wide.

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 recreational 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. Grantee shall have the option to include some or all existing rail bridges and/or structures, including but not limited to drainage structures, within the Trail Easement and shall have the option to use some or all existing rail bridges and/or structures for construction of the Trail. Such use shall include, but not be limited to, use of the bridge itself, the attachment of structures onto an existing bridge, and use of existing drainage culverts. Use shall be subject to the resolution of engineering, safety, and other related issues and to mutual agreement between the Grantor and Grantee on these issues. The Grantor shall be responsible for maintenance of the existing bridges and/or structures, except that Grantee shall be responsible for the maintenance of any improvements that the Grantee constructs for trail purposes. If any bridge and/or structure is in need of replacement, Grantor shall be responsible for construction of the new bridge and/or structure, and Grantee shall be responsible for any costs necessary for trail purposes. The Trail Easement in the vicinity of the bridges and/or structures shall be wide enough to accommodate Grantee’s safe use of the bridge and/or structure.
3. The final location of the Trail Easement shall be mutually agreed upon between Grantor and Grantee before the grant of this easement by means of a survey in order to minimize the adverse impact, if any, of the Grantor’s railroad operations on the recreational uses of the Trail Easement, and also to minimize the Trail Easement’s adverse impact, if any, on such railroad operations. The Trail Easement may be staked or posted in accordance with paragraph 14 hereof. In addition, this Easement, at either party’s request, shall be supplemented, amended, or otherwise modified

solely for purposes of locating or identifying the location of the Trail Easement as finally agreed upon by Grantor and Grantee as contemplated in this Paragraph 3.

The Trail Easement shall be subject to: (a) whatever rights the public may have to use any roads, alleys, bridges, or streets crossing the Property, (b) any streams, rivers, creeks, and waterways passing under, across, or through the Property, (c) Grantor's federal common carrier rights and obligation to use, operate, improve, reconstruct, maintain, discontinue use and/or abandon its railroad tracks and related facilities on, under, above, and/or along the Property (subject to Grantor's obligations to restore as set forth in Paragraph 8), and (d) any other reversionary interests, easements, licenses, and/or agreements of record, or otherwise affecting the Property, or of facts that a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses, or systems and their appurtenances now existing and remaining in, on, under, over, across, and through the Property, together with the right to maintain, repair, renew, replace, use, and remove the same, subject to the requirements of Paragraph 13 hereof.

4. Grantor, upon prior notice and execution of Right of Entry Permit or other form used for said purposes, shall permit Grantee's employees, agents, and contractors, to enter upon the Property for the purposes of constructing, maintaining, operating, and replacing the Trail over and across the Trail Easement, and shall not unreasonably restrict 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, provided that such structures and accessories are subject to Grantor's prior approval which shall not be unreasonably withheld where in Grantor's sole discretion said structures and accessories do not interfere with the safe operation of Grantor's railroad.
5. The Grantor reserves the right to require reasonable fencing at various locations on or along the Trail Easement at Grantee's expense and maintenance responsibility.
6. 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 or its agents and contractors.
7. Grantee shall be responsible for maintaining the Trail Easement in a clean and safe condition; however, Grantor shall continue to maintain the Trail Easement until such time the Trail is constructed. After the Trail is constructed, Grantee shall assume responsibility for Trail and Trail Easement maintenance.
8. Grantor shall have the right to use and cross the Trail Easement to conduct activities related to the maintenance and operation of its rail facilities on the Property; provided, however, that such use shall not unreasonably interfere with Grantee's use of the Trail or Trail Easement. In the event Grantor disturbs the Trail Easement, Grantor shall promptly restore said area to its former condition as nearly as is reasonably possible after such disturbance.

9. Grantor shall reserve unto itself and its successors and/or assigns the exclusive right to prepare and enter into future industrial sidetrack and related industrial road/pedestrian crossing agreements. The cost of such future sidetracks and industrial roads shall be at Grantor's expense and the cost of such future trail crossings and protection devices shall be at Grantee's expense.
10. 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.
11. The Trail and Trail Easement shall prohibit access by motorized vehicles, except to the extent that Grantor's and Grantee's employees, officers, agents, contractors, emergency service personnel or law enforcement personnel require the use of motorized vehicles for the purposes of construction, maintenance, repair, patrol, safety, and educational programming for the trail or the Property.
12. Grantor shall retain the right to grant new or additional aerial or subsurface utility occupancies for power and transmission lines, water, sewer, or other utility lines over, across, or under the Trail Easement, and to utilize the Trail Easement to maintain and repair said telephone, electric, water, sewer, wells, or other utility lines; provided, however, that the erection, maintenance or repair of the foregoing shall not unreasonably interfere with Grantee's use of the Trail or Trail Easement, and whenever possible said facilities shall be installed, maintained or repaired without interfering with the use and enjoyment of the Trail. If the installation of new or additional power and transmission lines, water, sewer, or other utility lines or wells are required, or repairs and maintenance are required on said lines or mains, upon the completion of any necessary installation, repairs and/or maintenance, Grantor or the occupying utility shall restore the Trail Easement to its condition prior to such installation, repair or maintenance. Grantor agrees to notify Grantee of any such work prior to its commencement.
13. 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.
14. The Grantee shall have the right to post or clearly mark the boundaries of the Trail Easement in compliance with Grantee's policy.

15. Should Grantee abandon the Trail or otherwise close it to recreational use for a continuous, ten-year period, all the rights, title and interest of Grantee hereunder shall cease, and this instrument shall thereupon become and be null and void, without any further liability on the part of either party to the other (except only as to liability accrued prior thereto), and Grantee shall remove any improvements or facilities from Grantor's property, and the right-of-way and all property of Grantor shall be restored in good condition and to the satisfaction of Grantor. If Grantee fails or refuses to remove any improvements or facilities on the Trail Easement under the foregoing conditions, Grantor shall be privileged to do so at the cost and expense of Grantee, and Grantor shall not be liable in any manner to Grantee for said removal.
- The Grantor must notify the Grantee, by certified mail, that the Grantor deems the Trail Easement to be abandoned. Notifications shall be sent to the addresses set forth in Paragraph 21 or to Grantee's current main office address and legal counsel. If the Grantee responds that the Grantee has not abandoned the Trail Easement, then rights or remedies set forth in this Paragraph shall not be applicable.
16. Grantee covenants and agrees that no assessments, taxes, or charges of any kind shall be made against Grantor or its property by reason of the construction of the Trail Easement, and Grantee further covenants and agrees to pay to Grantor promptly upon bills rendered therefor the full amount of any assessments, taxes, or charges of any kind which may be levied, charged, assessed, or imposed against Grantor or its property by reason of the construction and maintenance of the Trail.
17. Grantor hereby covenants with Grantee that it is the true and lawful owner or occupant of the Property and is lawfully seized of such right, title and interest as may be required for the provision of common carrier railroad service and the grant of a multipurpose trail easement as described herein.
18. Grantee shall maintain comprehensive general liability insurance with a limit of not less than Ten Million Dollars (\$10,000,000) per occurrence on the Trail Easement naming Grantor as additional insured and shall supply Grantor with a certificate of insurance upon request.
19. The terms of this Deed of Easement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Deed of Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of paragraph 15 hereof. For the purposes of this paragraph, an assignment shall include a merger and consolidation.
20. The rights conferred hereby shall be the privilege of Grantee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purposes stated herein without the consent and agreement in writing of Grantor being first had and obtained, which such consent shall not be unreasonably withheld. Assignments by virtue of operation of law shall not be deemed an assignment or transfer for purposes of this Paragraph.

21. This Trail Easement may be amended by mutual agreement of the Grantor and Grantee.
22. Any Notice required or permitted to be served under the terms of this Deed of Easement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

**To Grantor:**

Camp Chase Railroad Company  
519 Cedar Way, Bldg. 1  
Ste. 100  
Oakmont, PA 15139  
Attn: President

With a copy to:

Richard R. Wilson, Esq.  
Richard R. Wilson, PC  
127 Lexington Avenue, Ste. 100  
Altoona, PA 16601

**To Grantee:**

Board of Commissioners of Columbus and Franklin County  
Metropolitan Park District  
1069 West Main Street  
Westerville, OH 43091-1181  
Attn: Executive Director

With a copy to:

Squire, Sanders, and Dempsey, LLP  
1300 Huntington Center  
41 South High Street  
Columbus, OH 43215  
Attn: Bryan Venesy

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Deed of Easement to be executed in its name and behalf by the undersigned duly authorized corporate officers as sealed and attested to hereby.

SEALED and  
DELIVERED in  
the presence of:

Camp Chase Railroad Company

Richard R. Wilson

Richard R. Wilson, Esq.

James E. Streett

James E. Streett, President

Richard R. Wilson

Richard R. Wilson, Esq.

Attest: James E. Streett

Secretary

Grantor:

Camp Chase Railroad Company

Grantee:

Board of Park Commissioners of the  
Columbus and Franklin County  
Metropolitan Park District

By: James E. Streett

Name: James E. Streett

Title: President

By: John R. O'Meara

Name: John R. O'Meara

Title: Executive Director

State of Pennsylvania, Allegheny County,

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2009 by James E. Streett, the President of Camp Chase Railroad Company, an Ohio corporation, on behalf of the corporation.

Amy A. Smith

Notary Public

My commission expires: 04/15/2011

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Amy A. Smith, Notary Public  
Oakmont Boro, Allegheny County  
My Commission Expires April 15, 2011

Member, Pennsylvania Association of Notaries

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of MARCH, 2009 by John R. O'Meara, the Executive Director of the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District, an Ohio park district, on behalf of the park district.

Lynn D Krueger  
Notary Public

My commission expires: FEBRUARY 21, 2011



LYNN D KRUEGER  
Notary Public  
In and for  
the State of Ohio  
My Commission Expires  
February 21, 2011