

AGREEMENT NO.: \_\_\_\_\_  
ODOT PID: 83390

## AGREEMENT

THIS AGREEMENT, made this 22<sup>nd</sup> day of JANUARY, 2013 between the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District, as First Party, hereinafter referred to as METRO PARKS, and the Camp Chase Railroad Company, a corporation with its principal place of business in the Commonwealth of Pennsylvania, hereinafter referred to as CCRA.

### WITNESSETH:

**WHEREAS**, the METRO PARKS proposes to construct a multi-purpose trail adjacent to CCRA rail line from station 565+03.33 to station 621+15.96, Franklin County, Ohio hereinafter referred to as the PROJECT; and

**WHEREAS**, METRO PARKS has obtained a Multi-Purpose Recreational Trail Easement from CCRA to facilitate construction hereinafter referred to as the EASEMENT described in Exhibit A, attached hereto and made a part hereof; and

**WHEREAS**, METRO PARKS is empowered generally by Section 1545 of the Revised Code of Ohio to carry forward trail improvements of the type herein contemplated; and

**WHEREAS**, the Federal-Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio have become effective, providing funds for the construction costs of projects such as is contemplated herein; and

**WHEREAS**, it is desired by the parties hereto to carry out and accomplish the construction of the PROJECT adjacent to the tracks of CCRA herein before mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively, and the proportion of costs and expenses to be paid by each of said parties, and the mode and time of payment therefore.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

The plans of METRO PARKS for the said improvement are identified by title as follows:

“Camp Chase Trail Extension of the Ohio to Erie Trail Section, Phase III, Part 2, Hall Road to Sullivant Avenue”.

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

## **SECTION 2**

The work to be done under this agreement and shown on the plans, which are attached hereto and incorporated herein as if fully rewritten, and are described under SECTION 1 of this agreement, consists of the construction of the trail adjacent to the tracks of CCRA and the necessary improvements thereto.

The construction of the trail and the necessary earth work and improvements are as shown in the plans, and includes clearing, grading, drainage and paving of the trail, seeding, construction of bridges, construction of fences and site improvements. Any damage by such construction, and maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

## **SECTION 3**

Responsibility for the several necessary items of work shall be as follows:

- a. The following items shall be let in contract by the METRO PARKS after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:
  1. Construction of the trail, grading, draining and paving the trail, including constructing bridges and any necessary improvements, drives and approaches.
  2. Seeding and planting of slopes.
  3. Erecting necessary fencing.
- b. There are no items to be completed by CCRA as part of this PROJECT.

## **SECTION 4**

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Federal Highway Administration as then in effect.

## **SECTION 5**

All work to be done by the METRO PARKS shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Transportation in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

## **SECTION 6**

METRO PARKS shall have general charge of the engineering work on the PROJECT. Nothing herein shall deny the CCRA the right to place inspectors on work being done on its property or facilities.

## **SECTION 7**

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the METRO PARKS expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal-Aid Project

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the METRO PARKS, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, METRO PARKS may serve formal notice of cancellation upon CCRA and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void.

## **SECTION 8**

METRO PARKS shall acquire or settle all property, property rights and all damages to property affected by the PROJECT. The cost of said property, property rights and damages to property shall be included as a part of the PROJECT expense.

The CCRA, insofar as it has the legal right so to do, shall permit METRO PARKS and/or its contractor to enter upon lands owned or operated by the CCRA to construct and occupy said trail facilities along and across its property with sufficient width to permit construction and maintenance of the PROJECT.

METRO PARKS shall furnish the plans and descriptions for any such conveyance. It is understood however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate the CCRA to convey any interest in its land.

In case any action involving said improvement is brought by or against any party hereto, said party shall promptly notify the other parties of the pendency of such action.

## **SECTION 9**

Each party hereto waives, but only against the others, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

METRO PARKS shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of METRO PARKS and CCRA, and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Railroad Protective Liability Insurance from an insurance company authorized to do business in the state of Ohio, to protect CCRA against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, such policy of insurance.

Required insurance provisions are more specifically set forth in the "Special Clauses in the Proposal" which are included in this agreement by reference.

## **SECTION 10**

The work provided for in this agreement shall commence within thirty (30) days from which the CCRA has been notified by the METRO PARKS.

All obligations of METRO PARKS provided for in this agreement, which require the expenditure of funds by METRO PARKS shall terminate on December 31, 2015. If construction covered under said agreement is not complete by December 31, 2015, it is the expressed intention of the parties to renew said obligations for one year: with the renewal period beginning January 1, 2016 and ending no later than December 31, 2016; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon METRO PARKS determining future appropriations will permit the METRO PARKS to renew said obligations.

## **SECTION 11**

Upon completion of the PROJECT herein contemplated METRO PARKS shall at it's own cost and expense, maintain and repair, or by agreement with others provide for the maintenance and repair of the trail facility and all other improvements constructed or changed under the terms of this agreement and or as outlined by the EASEMENT. The CCRA will permit access onto its property to perform said maintenance. The CCRA will not have a duty to maintain the trail facility, and will not, if the trail ceases to be a part of METRO PARKS trail system, have a duty to remove the facility from CCRA right of way.

## **SECTION 12**

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the METRO PARKS and CCRA and the successors and assigns of the CCRA.

## **SECTION 13**

The Federal Highway Administration's Federal-Aid Policy Guide 646(B) classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the CCRA. The Parties signatory to this agreement accept this classification as applicable in this instance. The CCRA's contribution shall be zero dollars.

## **SECTION 14**

The CCRA agrees to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code (ORC). Contractor affirms that, as applicable to it, no party listed in division (i) or (j) of section 3517.13 of the ORC or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the governor or to his campaign committees.

## **SECTION 15**

CCRA agrees that it is in compliance with the requirements of Ohio Revised Code section 125.111.

## **SECTION 16**

METRO PARKS and CCRA agree to comply with all applicable state and federal laws regarding a drug-free workplace. METRO PARKS shall make a good faith effort to ensure that all employees, while working on CCRA property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**IN WITNESS WHEREOF**, the parties hereunto have caused this agreement to be duly executed in duplicate as of the day and year first above written.

**CAMP CHASE RAILROAD COMPANY (CCRA)**

By James E. Skutt  
President

**BOARD OF PARK COMMISSIONERS OF  
THE COLUMBUS AND FRANKLIN  
COUNTY METROPOLITAN PARK  
DISTRICT (METRO PARKS)**

By [Signature]  
Executive Director

EXHIBIT A

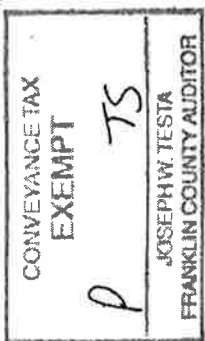
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04/13/2009 4:26PM MEPMETRO PARK  
Robert G. Montgomery  
Franklin County Recorder

**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



TRANSFER  
NOT NECESSARY  
APR 13 2009  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

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

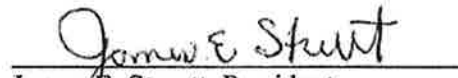
IN WITNESS WHEREOF, the Grantor and Grantee have caused this Deed of Easement to be executed in its name and behalf by the undersigned duly authorized corporate officers as sealed and attested to hereby.

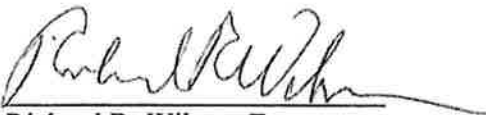
SEALED and  
DELIVERED in  
the presence of:

Camp Chase Railroad Company



Richard R. Wilson, Esq.

  
James E. Streett, President

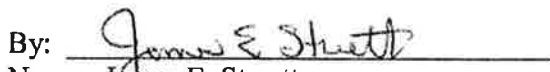


Richard R. Wilson, Esq.

Attest:   
Secretary

Grantor:  
Camp Chase Railroad Company

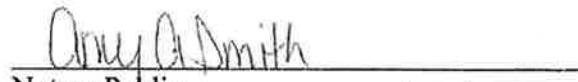
Grantee:  
Board of Park Commissioners of the  
Columbus and Franklin County  
Metropolitan Park District

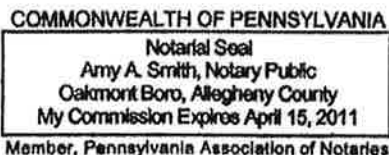
By:   
Name: James E. Streett  
Title: President

By:   
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.

  
Notary Public  
My commission expires: 04/15/2011



The foregoing instrument was acknowledged before me this 28<sup>th</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



[www.jobeshenderson.com](http://www.jobeshenderson.com)

Tel: 740.344.5451  
Fax: 740.344.5746

59 Grant Street  
Newark, Ohio 43055

**BIKEPATH EASEMENT  
FRANKLIN COUNTY, OHIO**

Being a part of Pleasant Township, Franklin County, Ohio, and being further described as follows:

Beginning at a point in the westerly line of Franklin County, said point being 30.5 feet left of Railroad right-of-way centerline station 8083+81.94 as shown on The Cleveland, Cincinnati, Chicago and St. Louis Ry. Co. right-of-way and track map, said point also being the Point of Beginning for the centerline description of a **19 Foot Wide Bikepath Easement** (9.5' either side of centerline) herein to be described:

Thence northeasterly parallel with the centerline of railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 8064+58.76;

Thence along a curve to the right having a radius of 30.00 feet to a point which is 31.5 feet left of Railroad right-of-way centerline station 8064+49.07;

Thence southeasterly to a point which is 42.7 feet left of Railroad right-of-way centerline station 8064+16.41;

Thence along a curve to the left having a radius of 30.00 feet to a point which is 41.2 feet left of Railroad right-of-way centerline station 8063+93.50;

Thence northeasterly to a point which is 33.0 feet left of Railroad right-of-way centerline station 8063+76.79;

Thence along a curve to the right having a radius of 30.00 feet to a point which is 30.5 feet left of Railroad right-of-way centerline station 8063+63.56;

Thence northeasterly parallel with the centerline of railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 8040+15.09;

Thence northeasterly parallel with the centerline of said railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 8007+02;

Thence along a curve to the left having a radius of 30.00 feet to a point which is 2.0 feet left of Railroad right-of-way centerline station 8006+71.99;

**BIKEPATH EASEMENT  
FRANKLIN COUNTY, OHIO**

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Thence northeasterly to a point which is 0.67 feet left of Railroad right-of-way centerline station 8006+71.99;

Thence along a curve to the right having a radius of 30.00 feet to a point which is 30.5 feet right of Railroad right-of-way centerline station 8006+41.97;

Thence northeasterly parallel with the centerline of railroad to a point of Terminus on the westerly bank of Big Darby Creek, said is 30.5 feet right of Railroad right-of-way centerline station 7993+38.02, passing the existing centerline of Sandusky Street which is 30.5 feet right of Railroad right-of-way centerline station 8005+91.43.

This section of the above described Bikepath Easement being **9,066.6 Linear Feet** and containing **3.96 acres**, more or less.

Beginning at a point of easterly bank of Big Darby Creek, said is 30.5 feet left of Railroad right-of-way centerline station 7992+14.78, said point also being the Point of Beginning for the centerline description of a **19 Foot Wide Bikepath Easement** (9.5' either side of centerline) herein to be described:

Thence northeasterly parallel with the centerline of railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 7962+03.88;

Thence northeasterly along the arc of a spiral to curve to spiral to a point which is 30.5 feet left of Railroad right-of-way centerline station 7941+14.11, passing the existing centerline of Kropp Road which is 30.5 feet left of Railroad right-of-way centerline station 7944+89.48;

Thence northeasterly parallel with the centerline of railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 7917+27.08;

Thence along a curve to the right having a radius of 90.00 feet to a point which is 31.6 feet left of Railroad right-of-way centerline station 7917+09.66;

Thence northeasterly to a point which is 78.1 feet left of Railroad right-of-way centerline station 7914+74.19;

Thence along a curve to the left having a radius of 30.00 feet to a point which is 68.4 feet left of Railroad right-of-way centerline station 7914+45.80;

Thence northeasterly to a point which is 40.2 feet left of Railroad right-of-way centerline station 7914+21.14, passing the existing centerline of Alkire Road which is 54.9 feet left of Railroad right-of-way centerline station 7914+34.02;

**BIKEPATH EASEMENT  
FRANKLIN COUNTY, OHIO**

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Thence along a curve to the right having a radius of 30.00 feet to a point which is 30.5 feet left of Railroad right-of-way centerline station 7913+98.55;

Thence northeasterly parallel with the centerline of railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 7864+93.22;

Thence along a curve to the left having a radius of 23.00 feet to a point which is 0.4 feet left of Railroad right-of-way centerline station 7864+63.22;

Thence northwesterly to a point which is 0.4 feet right of Railroad right-of-way centerline station 7864+63.21;

Thence along a curve to the right having a radius of 30.00 feet to a point which is 30.5 feet right of Railroad right-of-way centerline station 7864+33.21;

Thence northeasterly parallel with the centerline of said railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 7816+11.45;

Thence along a curve to the right having a radius of 30.00 feet to a point which is 21.4 feet right of Railroad right-of-way centerline station 7815+90.23;

Thence southeasterly crossing said railroad to a point which is 22.0 feet left of Railroad right-of-way centerline station 7815+46.85, passing the existing railroad centerline at station 7815+68.80;

Thence along a curve to the left having a radius of 30.00 feet to a point which is 30.5 feet left of Railroad right-of-way centerline station 7815+25.63;

Thence northeasterly parallel with the centerline of said railroad to a point which is 30.5 feet left of Railroad right-of-way centerline station 7750+97.47;

Thence along a curve to the left having a radius of 30.00 feet to a point which is 0.6 feet left of Railroad right-of-way centerline station 7750+67.47;

Thence northwesterly crossing said railroad to a point which is 0.1 feet right of Railroad right-of-way centerline station 7750+67.47;

Thence along a curve to the right having a radius of 30.00 feet to a point which is 28.0 feet right of Railroad right-of-way centerline station 7750+78.66;

Thence northeasterly to a point which is 33.8 feet right of Railroad right-of-way centerline station 7750+34.06;

**BIKEPATH EASEMENT  
FRANKLIN COUNTY, OHIO**

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Thence along a curve to the left having a radius of 30.00 feet to a point which is 43.7 feet right of Railroad right-of-way centerline station 7750+21.23;

Thence along a curve to the right having a radius of 30.00 feet to a point which is 50.2 feet right of Railroad right-of-way centerline station 7749+79.89;

Thence easterly to a point which is 35.7 feet right of Railroad right-of-way centerline station 7749+59.33;

Thence along a curve to the left having a radius of 30.00 feet to a point which is 30.5 feet right of Railroad right-of-way centerline station 7749+41.99;

Thence northeasterly parallel with the centerline of railroad to a point which is 30.5 feet right of Railroad right-of-way centerline station 7714+69.71;

Thence along a curve to the left having a radius of 30.00 feet to a point which is 42.3 feet right of Railroad right-of-way centerline station 7714+46.21;

Thence northeasterly to a point which is 69.0 feet right of Railroad right-of-way centerline station 7714+25.04, passing the existing centerline of Hall Road which is 51.7 feet right of Railroad right-of-way centerline station 7714+38.71;

Thence southeasterly to a point which is 39.9 feet right of Railroad right-of-way centerline station 7713+87.54;

Thence along a curve to the left having a radius of 90.00 feet to a point which is 30.5 feet right of Railroad right-of-way centerline station 7713+32.38;

Thence northeasterly parallel with the centerline of said railroad to a point of Terminus on the westerly side of Interstate 270 South which is 30.5 feet right of Railroad right-of-way centerline station 7679+28.86.

This section of the above described Bikepath Easement being **31,467.9 Linear Feet** and containing **13.72 acres**, more or less.

Beginning at a point of easterly side of Interstate 270 North which is 30.5 feet left of Railroad right-of-way centerline station 7677+53.03, said point also being the Point of Beginning for the centerline description of a **19 Foot Wide Bikepath Easement** (9.5' either side of centerline) herein to be described:



**BIKEPATH EASEMENT  
FRANKLIN COUNTY, OHIO**

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Thence northeasterly parallel with the centerline of railroad to a point of Terminus in the westerly side of Sullivant Avenue which is 30.5 feet left of Railroad right-of-way centerline station 7658+83.03.

This section of the above described Bikepath Easement being **1,869.9 Linear Feet** and containing **0.82 acres**, more or less.

The total Linear Feet described in this description is **42,404.5 (8.03 miles)** and containing a total of **18.50 acres**, more or less.

THE ABOVE DESCRIBED BIKEPATH TOGETHER WITH THE FOLLOWING  
ADDITIONAL EASEMENTS AS FOLLOWS:

1.- Being 61 foot in width of the Railroad right-of-way between the southerly right-of-way line of the Railroad, the easterly right-of-way line of the proposed Bikepath Easement and the westerly right-of-way line of Alton Road and containing **0.05 acres**, more or less.

2.- Being all the area of the Railroad right-of-way between the easterly right-of-way line of the proposed Bikepath Easement and the westerly right-of-way line of Norton Road and containing **0.04 acres**, more or less.

The above description was prepared by Jobes Henderson and Associates, Inc. in March of 2009.

Subject to all valid and existing easements, restrictions and conditions of record.



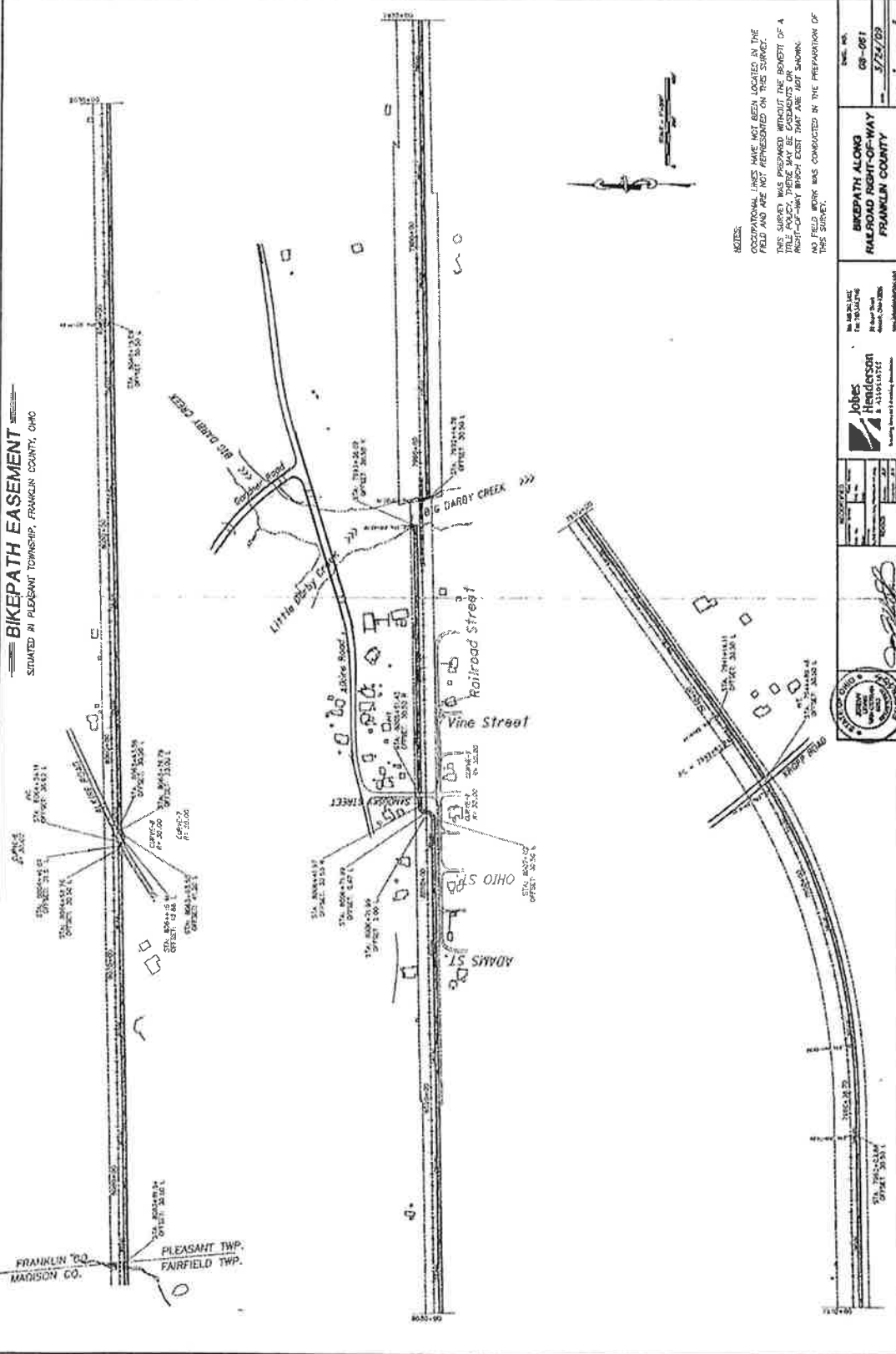
March 23, 2009

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*Jeremy L. Van Ostran*  
Jeremy L. Van Ostran, P.S.  
Surveyor No. 8283

# BIKEPATH EASEMENT

SITUATED IN PLEASANT TOWNSHIP, FRANKLIN COUNTY, OHIO

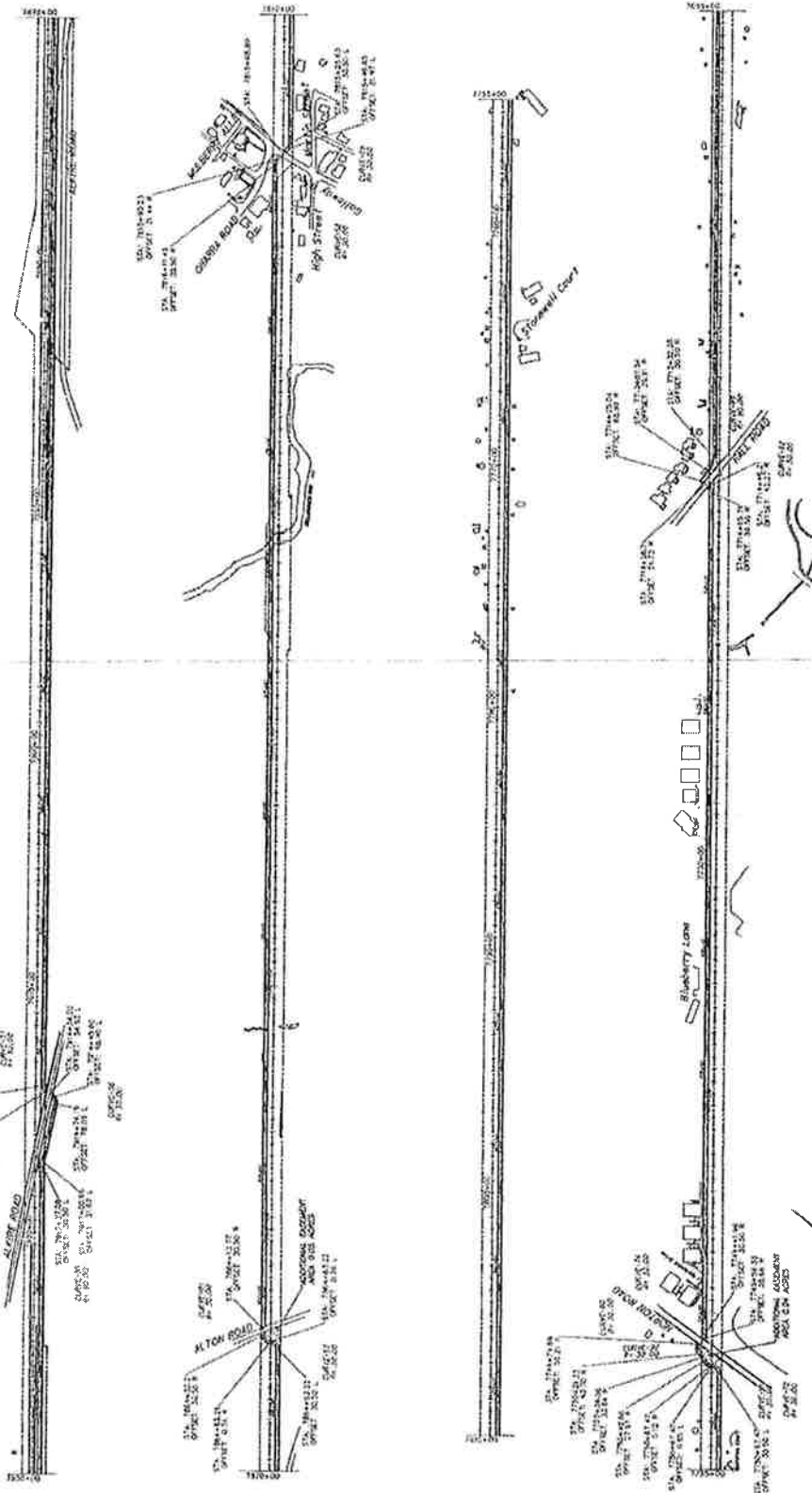


NOTES:  
 OCCUPATIONAL LOTS HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT REPRESENTED ON THIS SURVEY.  
 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FIELD SURVEY. THE LOCATION OF THE OCCUPATIONAL LOTS AND RIGHT-OF-WAY WHICH EXIST THAT ARE NOT SHOWN. NO FIELD WORK WAS CONDUCTED IN THE PREPARATION OF THIS SURVEY.

 Jones Henderson & Associates, Inc. Surveying, Mapping, Engineering, Architecture	Date: 05-08-03 Drawn: 5/7/03 Sheet: 1 of 3
	PROJECT: BIKEPATH ALONG RAILROAD RIGHT-OF-WAY LOCATION: FRANKLIN COUNTY

# BIKEPATH EASEMENT

SITUATED IN PLEASANT TOWNSHIP, FRANKLIN COUNTY, OHIO



NOTES:  
 1. OCCUPATIONAL UNIT HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT REPRESENTED ON THIS SURVEY.  
 2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY. THERE MAY BE EASEMENTS OR RIGHT-OF-WAY WHICH EXIST THAT ARE NOT SHOWN.  
 3. NO FIELD WORK WAS CONDUCTED IN THE PREPARATION OF THIS SURVEY.



*James Henderson*  
 Surveyor

NO.	DATE	DESCRIPTION
1	3/14/23	FIELD WORK
2	3/14/23	PREPARE SURVEY

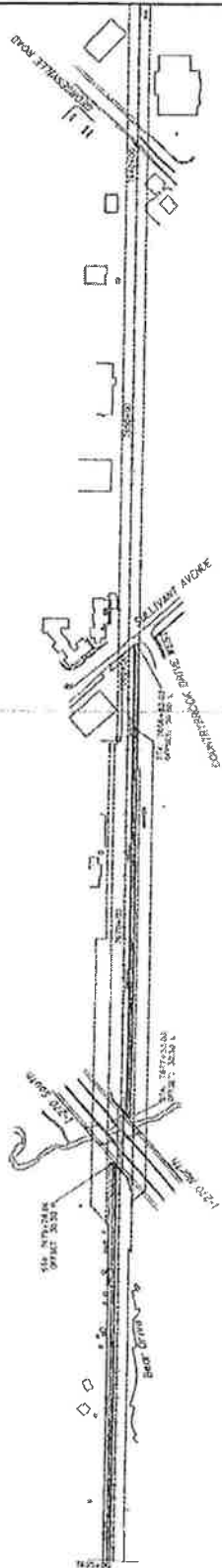


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 614.291.1234  
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BIKEPATH ALONG  
 RAILROAD RIGHT-OF-WAY  
 FRANKLIN COUNTY

DATE: 03-01  
 3/14/23  
 2

SITUATED IN PLEASANT TOWNSHIP, FRANKLIN COUNTY, OHIO



:51104

OCUPATIONAL LINES HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT REPRESENTED ON THIS SURVEY.

[illegible]