

**EXHIBIT A**

\_\_\_\_\_  
[Space Above This Line for Recording Data] \_\_\_\_\_

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, (“Agreement”), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **STARK COUNTY PARK DISTRICT**, an Ohio political subdivision, of 5300 Tyner Street NW, Canton, Ohio 44708-5041 (the “Grantor”) and **DANIEL A. DICKERHOOF** and **SUSANNE E. DICKERHOOF**, husband and wife, of 22700 Hanselman Road, Homeworth, Ohio 44634-9739 (the “Grantee”).

**RECITALS**

WHEREAS, the Grantor is the owner of a 23.6056 acre parcel of land, being part of the Southwest Quarter of Section 9, part of the Northeast and Southeast Quarters of Section 16, part of the Northeast and Southeast Quarters of Section 21, part of the Northeast, Northwest and Southwest Quarters of Section 28, and part of the Southeast Quarter of Section 29, Washington Township, Stark County, Ohio, being Stark County Auditor’s Permanent Parcel No. 100003975, and claims title through instruments recorded at Stark County Official Records Imaging Nos. 200112130091816 and 201305070022671, the land being formerly owned by the Lake Erie, Alliance and Wheeling Railroad Company and the Cleveland, Youngstown and Pittsburgh Railway; and

WHEREAS, the Grantor intends to develop its property for a hike and bike trail extending the existing Iron Horse Trail to S.R. 153 in Washington Township, Stark County, Ohio; and

WHEREAS, the Grantee is the owner of a 51.913 acre parcel of land being part of the Southwest Quarter of Section 28 and the Southeast Quarter of Section 29, Washington Township, Stark County, Ohio, being Stark County Auditor’s Permanent Parcel Nos. 7503214 and 7500724, and claims title through instrument recorded at Stark

## EXHIBIT A

County Official Records Imaging No. 201905210018003, said tract of land being bisected by the lands of the Grantor; and

WHEREAS, Grantee seeks a permanent easement for ingress and egress, equivalent to a farm driveway suitable for farm equipment (including tractors and pickup trucks) across the lands of the Grantor; and

WHEREAS, Grantor and Grantee desire to establish a thirty (30) foot wide permanent easement, providing Grantee ingress and egress across Grantor's land and future park trail, equivalent to a farm driveway suitable for farm equipment (including tractors and pickup trucks), in the location set forth on attached "Exhibit A" and to provide for its construction, operation and maintenance.

NOW THEREFORE, in consideration of the forgoing, and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Grant of Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, the right, privilege and easement, for a permanent thirty (30) foot easement for ingress and egress, equivalent to a farm driveway suitable for farm equipment (including tractors and pickup trucks) across Grantor's 23.6056 acre parcel of land located, in part, in the Southwest Quarter of Section 28, Washington Township, Stark County, Ohio, being Stark County Auditor's Permanent Parcel No. 100003975 in the location of the Easement Area (as set forth in Exhibit "A" attached hereto), and to obtain access to the Grantor's Property at times and in a reasonable manner to maintain and repair the Easement Area.

2. Use Restrictions and Performance Covenants. Grantor hereby restricts the use of the Easement Area to be used only as a farm driveway for access to and from the lands of the Grantee. The Easement Area shall be used exclusively for the purpose of the installation, operation, repair, maintenance, re-building, replacing, relocating and removal of the farm driveway and appurtenances thereto, all of which shall be the Grantee's responsibility. The use of the Easement Area, except for the passage of farm equipment, shall not interfere with Grantor's future development of its land for the Iron Horse Trail.

3. Operation. Grantee, in the operation of vehicles within the Easement Area, shall yield the right of way to all authorized users of the Iron Horse Trail.

## EXHIBIT A

4. Maintenance/Repair. Grantee shall be responsible for the overall maintenance of Easement Area and shall generally maintain the area for safe usage. If Grantee enters upon Grantor's Property to maintain and/or repair the Easement Area, Grantee shall promptly restore any area affected by such maintenance or repair work at its own expense to its condition immediately prior to such work to the extent compatible with the exercise by Grantee of its easement rights.

5. Fence Line and Trail Crossing Gates. Grantee shall install and maintain, at its sole expense, a fence (with trail crossing gates) along the property line of Grantor's property, the location of which shall be staked by the Grantor.

6. Indemnification by Grantee. Grantee shall indemnify, save, hold harmless, and defend the Grantor, its agents and employees, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property, including property owned by Grantor and Grantor's successors and assigns, caused by any act or omission of Grantee, its agents, lessees, employees, invitees, successors, assigns, contractors, or any other person in connection with Grantee's maintenance, repair and/or use of the Easement Area.

7. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantee, the Grantor and their respective successors and assigns.

8. Matters of Record. The easement rights granted herein are subject to all existing matters of record.

9. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

10. Prevailing Party Legal Fees. In the event that any party hereto institutes legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded by the court reasonable attorney's fees (including the reasonable cost of in-house and/or staff counsel) incurred in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Canton, Ohio, as of the date and year first written above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A**

STARK COUNTY PARK DISTRICT,  
an Ohio political subdivision – Grantor

By: \_\_\_\_\_  
Robert A. Fonte, Director

\_\_\_\_\_  
DANIEL A. DICKERHOOF

\_\_\_\_\_  
SUSANNE E DICKERHOOF

STATE OF OHIO :  
:SS:  
COUNTY OF STARK :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for said County, personally came the above-named STARK COUNTY PARK DISTRICT, an Ohio political subdivision, by Robert A. Fonte, its Director, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said STARK COUNTY PARK DISTRICT, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio on this day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

STATE OF OHIO :  
 :SS:  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for said County, personally came the above-named DANIEL A. DICKERHOOF and SUSANNE E. DICKERHOOF, husband and wife, who acknowledged that they did sign the foregoing instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio on this day and year aforesaid.

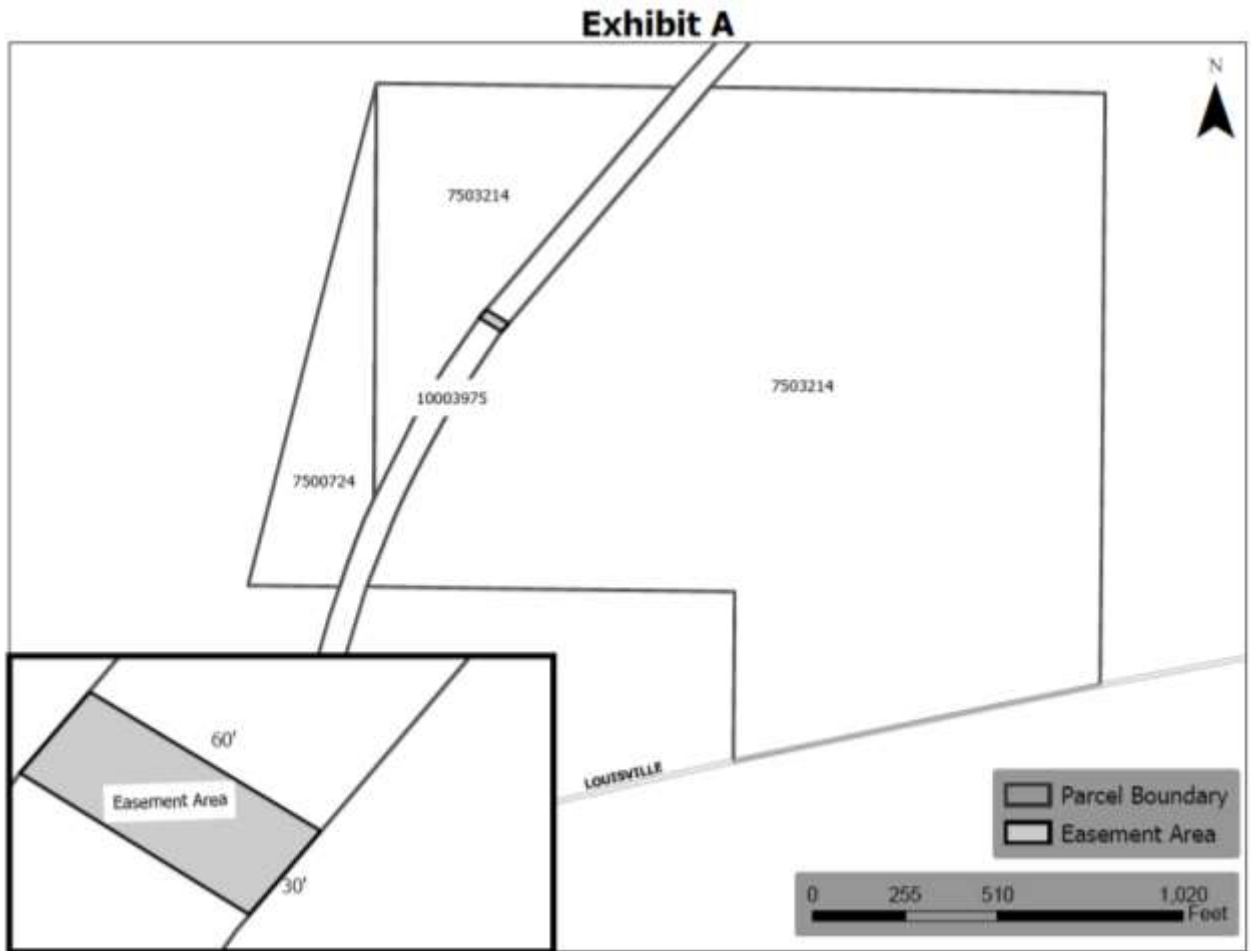
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

This instrument prepared by:  
STARK COUNTY PARK DISTRICT

Approved as to legal form and sufficiency:

\_\_\_\_\_  
WILLIAM F. MORRIS  
Counsel for the Stark County Park District

**EXHIBIT A**



DRAFT