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**TRAILWAY EASEMENT AND
ROADWAY ACCESS AGREEMENT**

THIS TRAILWAY EASEMENT AND ROADWAY ACCESS AGREEMENT, (“Agreement”), is entered into as of the _____ day of April, 2022, by and between **GLENDALE VILLAGE HOMEOWNERS’ ASSOCIATION, INC.**, an Ohio non-profit corporation, (the “Grantor”), and **STARK COUNTY PARK DISTRICT**, an Ohio political subdivision, (the “Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of a certain 7.5-acre parcel of real estate situated in the Southwest Quarter of Section 26, Jackson Township, Stark County, Ohio, being Open Space Tract “A” in Glendale Village Allotment No. 3 (Stark County Official Records Imaging No. 201908010028456) and being Stark County Auditor’s Permanent Parcel No. 10011689, and claims title through instrument recorded at Stark County Official Records Imaging No. _____; and

WHEREAS, the Grantor is the owner of a certain 4.35-acre parcel of real estate situated in the Southwest Quarter of Section 26, Jackson Township, Stark County, Ohio, being Open Space Tract “B” in Glendale Village Allotment No. 3 (Stark County Official Records Imaging No. 201908010028456) and being Stark County Auditor’s Permanent Parcel No. 10011720, and claims title through instrument recorded at Stark County Official Records Imaging No. _____; and

WHEREAS, the Grantee has declared its intent to develop a park on its adjacent 21.84-acre parcel of real estate (Stark County Permanent Parcel No. 1630184), and the Grantor agrees that the Grantee may construct a two-way roadway, bike lanes, and a walking and biking path over and across the Grantor’s Property in the locations set forth in “Exhibit A” attached hereto; and

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 Roadway Access. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, a permanent right, privilege and access to construct a two-way roadway, bike lanes, and walking & biking path forty feet (40') in total width over and across Grantor's property leading from Everhard Road NW to the Grantee's property (Stark County Permanent Parcel No. 1630184) 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 roadway/driveway/bike lanes/trail.

2. 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 easement twenty feet (20') in width from the edge of the right of way along Everhard Road NW for the location and maintenance of a walking and biking path over and across the Grantor's Property in the locations 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.

3. Use Restrictions and Performance Covenants. Grantor hereby restricts the use of the Easement Area to be used only as open space; provided, however, that Grantee, or its respective nominee(s), shall construct a two-way roadway, bike lanes, and a walking and biking path together with related landscaping and additional improvements appropriate thereto, including by way of example; a drinking fountain or water station, benches, signage, and drainage systems, all of which shall be maintained by Grantee in good condition. The Easement Area shall be used exclusively for the purpose of the installation, operation, repair, maintenance, re-building, replacing, relocating and removal of the roadway and park trails and appurtenances thereto, all of which shall be the Grantee's responsibility.

4. Construction Notification. Grantee shall provide Grantor with fourteen (14) days advance notice of trail or roadway construction within the Easement Area.

5. Adjacent Property. The rights of the Grantee and its agents, employees, invitees, successors and/or assigns are limited to the roadway, bike lanes, and walking and biking path (“Easement Area”). Grantee may post signs (i.e., “No Trespassing”) within the Easement Area to provide notice that the property adjacent to the Easement Area is private property and to limit use of the roadway/walking/biking trails and related park facilities to within the boundaries of the Easement Area.

6. Maintenance/Repair. Stark Parks shall be responsible for the overall maintenance of the Easement Area and shall generally maintain the area for safe usage. If Stark Parks enters upon Grantor’s Property to maintain and/or repair the Easement Area, Stark Parks 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 Stark Parks of its easement rights.

7. Insurance by Grantee. Grantee shall maintain an insurance policy with the liability of One Million Dollars (\$1,000,000.00) for injury or death to persons and Two Hundred Fifty Thousand Dollars (\$250,000.00) for damage to property, and naming the Grantor as an additional insured for the Connector Trail located upon Grantor’s lands.

8. 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.

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

10. 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.

11. 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 as of the date and year first written above.

[Signature page to follow]

GLENDALE VILLAGE HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation – Grantor

By: _____
Jim Hodinka, Board President

STARK COUNTY PARK DISTRICT,
an Ohio political subdivision – Grantee

By: _____
Daniel J. Moeglin, Executive Director

STATE OF OHIO :
 :SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of April, 2022, before me a Notary Public in and for said County, personally came the above-named GLENDALE VILLAGE HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, by Jim Hodinka, Board President, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said GLENDALE VILLAGE HOMEOWNERS' ASSOCIATION, INC. and of him personally.

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: _____

STATE OF OHIO :
 :SS:
COUNTY OF STARK :

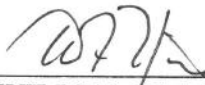
BE IT REMEMBERED, that on this _____ day of April, 2022, before me a Notary Public in and for said County, personally came the above-named STARK COUNTY PARK DISTRICT, an Ohio political subdivision, by Daniel Moeglin, its Executive Director, who acknowledged that he did sign the foregoing instrument and 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: _____

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



Eng. HERE, Garmin, (c) OpenStreetMap contributors, and the GIS User Community - Garmin, HERE, Garmin, Geotechnologies, Inc., USGS, EPA, SCGIS

TRAIL EASEMENT		WIDTH
◊	Two-Way Roadway and Path	40 FEET
	Walking and Biking Path	20 FEET

0 150 300 600 900 1,200 US Feet