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## TRAILWAY EASEMENT AGREEMENT

3rd THIS EASEMENT AGREEMENT, ("Agreement"), is entered into as of the day of June, 2015, by and between **CITY OF MASSILLON**, an Ohio Political Subdivision, (the "Grantor"), and **STARK COUNTY PARK DISTRICT**, an Ohio Political Subdivision, (the "Grantee").

### RECITALS

WHEREAS, the Grantor is the owner of a certain 3.81 acres of land known as and being Outlot 27, and part of Lot Nos. 9263 and 9272, and Lot Nos. 9266, 9287, 9810 and 14326 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Stark County Records, being Stark County Auditor's Parcel No. 680931, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 6.19 acres of land known as and being Outlots 803 and 804 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Page 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580021, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 4.22 acres of land known as and being Outlot 802 and Lot Nos. 15863 and 15864 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 680965, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.40 acres of land known as and being Outlots 800 and 801 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580003, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.43 acres of land known as and being Outlots 798 and 799 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580005, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.13 acres of land known as and being Outlots 904 and 905 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580011, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 17.69 acres of land known as and being Outlots 906, 907 and 909 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580012, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 12.46 acres of land known as and being Outlots 908, 910, 911 and 912 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580013, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, Fibercorr Mills, LLC is the owner of a certain 28.83 acres of land known as and being Outlot 697 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 81, Page 125 of the Stark County Records, being Stark County Auditor's Parcel No. 617463, and claims title through instrument recorded at Stark County Official Records Imaging No. 200002230009956; and

WHEREAS, the City of Massillon has been granted an easement over said Outlot 697 for "pedestrian and non-motorized vehicle trail and walking path" by predecessor in title, Cleaners Hanger Co., by instrument recorded at Stark County Official Records Imaging No. 199511160055125; and

WHEREAS, the Grantor and Grantee have declared their intent to establish a permanent easement for the location and maintenance of an existing hike and bike path, known as the Sippo Valley Trail, over and across the Grantor's Property in the location set forth in "Exhibit A" attached.

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 easement for the location and maintenance of the Sippo Valley Trail over and across the Grantor's Property, and does hereby assign its interest in the easement over City of Massillon Outlot 697 recorded at Stark County Official Records Imaging No. 199511160055125), all in the location of the Easement Area (as set forth in Exhibit "A" attached hereto).

2. 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 maintain the Sippo Valley Trail with related landscaping and additional improvements appropriate thereto, including by way of example; benches, pedestrian roadway crossings & signals, and signage, all of which shall be maintained by Grantee in good condition. The Easement Area shall be used exclusively for the purpose of the operation, repair, maintenance, re-building, replacing, and relocating, and appurtenances thereto, all of which shall be the Grantee's responsibility.

3. Adjacent Property. The rights of the Grantee and its agents, employees, invitees, successors and/or assigns are limited to the Easement Area. Grantee shall 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 walking/biking trails and related park facilities to within the boundaries of the Easement Area.

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. 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.

6. 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.

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

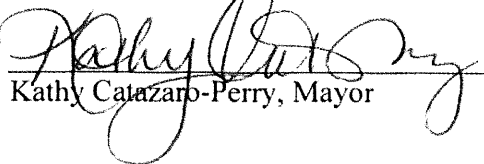
8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9. 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.

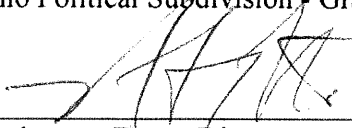
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CITY OF MASSILLON,  
an Ohio Political Subdivision – Grantor

By:

  
Kathy Catazaro-Perry, Mayor

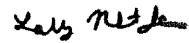
STARK COUNTY PARK DISTRICT,  
an Ohio Political Subdivision, Grantee

By:   
Robert A. Fonte, Director

STATE OF OHIO :  
:SS:  
COUNTY OF STARK :

BE IT REMEMBERED, that on this 29<sup>th</sup> day of May, 2015,  
before me a Notary Public in and for said County, personally came the above named  
CITY OF MASSILLON, an Ohio Political Subdivision, by Kathy Catazaro-Perry, its  
Mayor, who acknowledged that she did sign the foregoing instrument and the same is the  
free act and deed of the said CITY OF MASSILLON, and of her personally.

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

  
NOTARY PUBLIC Larry A. St-Jean

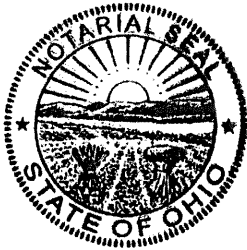
My commission expires: 7-19-15

STATE OF OHIO :  
:SS:  
COUNTY OF STARK :

BE IT REMEMBERED, that on this 3<sup>rd</sup> day of JUNE, 2015,  
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.

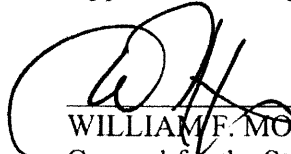


Kristina E. Hoffabaugh  
Notary Public, State of Ohio  
My Commission Expires 12-29-2019

  
NOTARY PUBLIC

My commission expires: 12-29-2019

Approved as to legal form and sufficiency

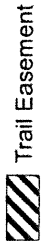
  
WILLIAM F. MORRIS  
Counsel for the Stark County Park District

This instrument prepared by:

WILLIAM F. MORRIS, ESQ.  
520 East Main Street – Suite 200  
Alliance, Ohio 44601  
(330) 823-3575



Sippo Valley Trail Easement  
Exhibit A - Page 2



0 0.05 0.1 0.2 Miles



SILVER CREEK  
KENYON CREEK

DEERMONT

LYNDELL

NASH  
WHITMAN

WOOSTER

SIMIFT

CHERRY WOOSTER

CLYDE

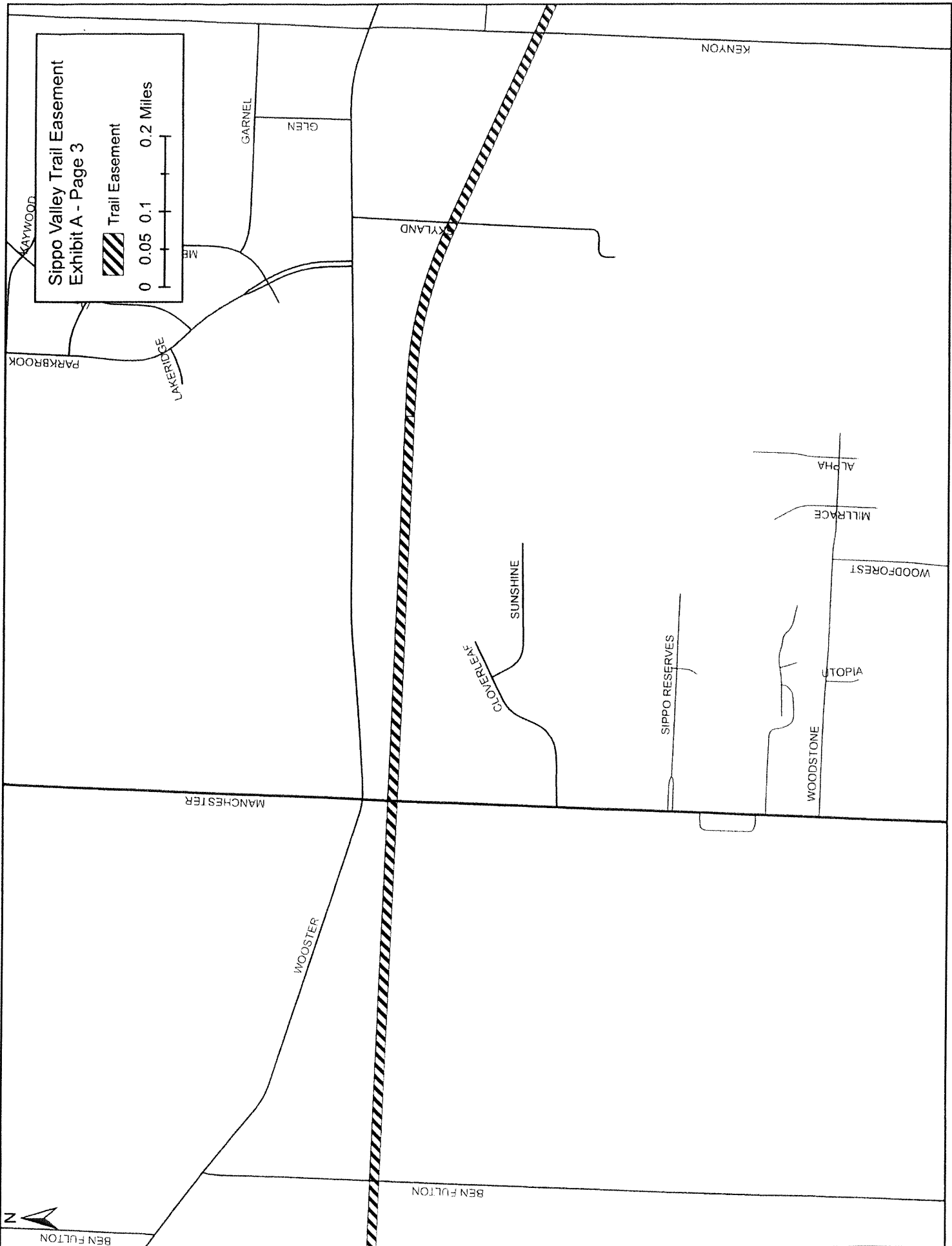
H27TH  
SINGER

ROLLING VIEW  
ROLLING PARK  
ROLLING BROOK  
ROLLING ACRES

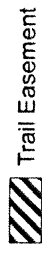
BISON

KENYON





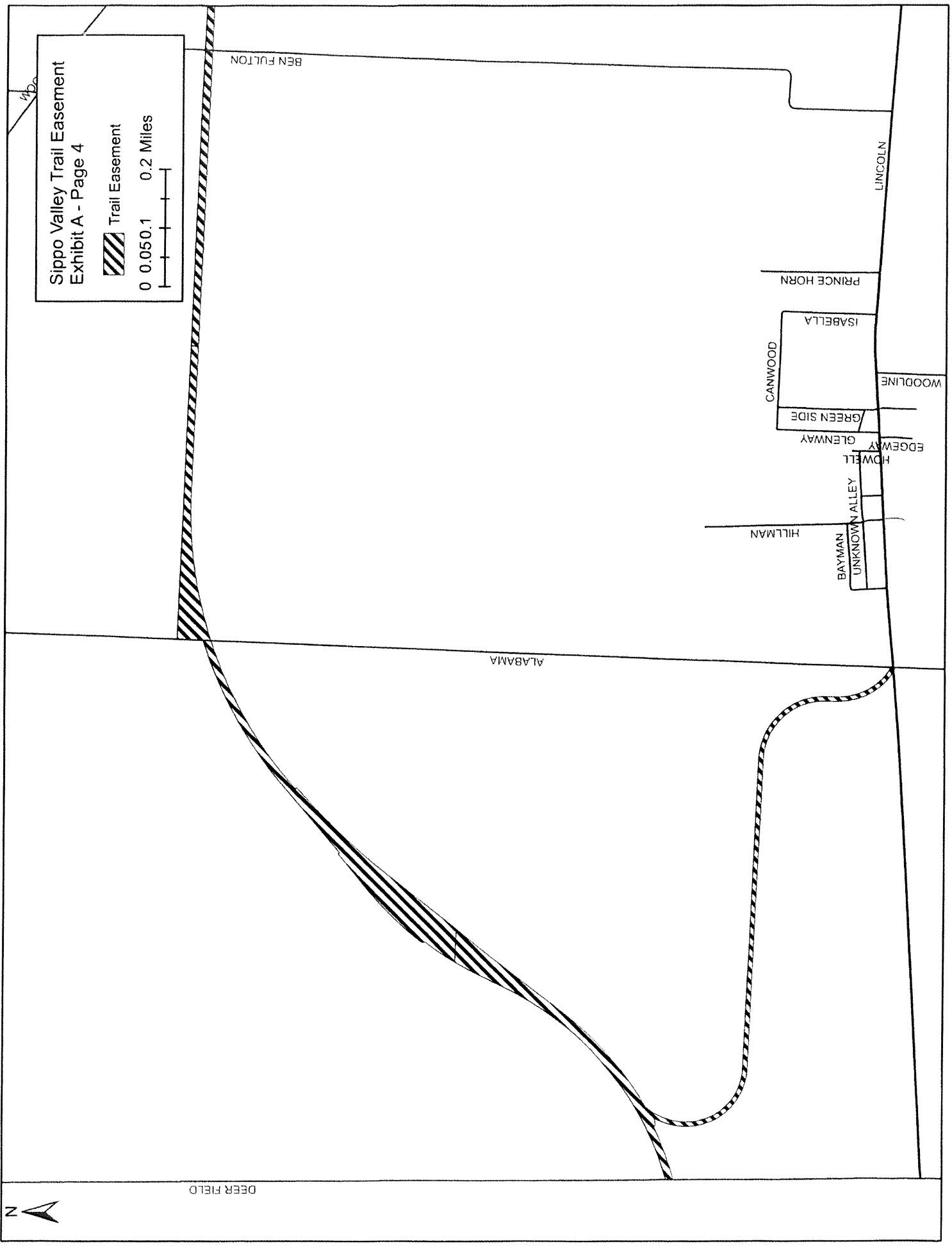
Sippo Valley Trail Easement  
Exhibit A - Page 3



0 0.05 0.1 0.2 Miles




BEN FULTON

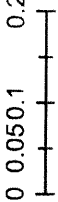


Sippo Valley Trail Easement  
Exhibit A - Page 4

Trail Easement



0 0.05 0.1 0.2 Miles



BEN FULTON

LINCOLN

PRINCE HORN

ISABELLA

CANWOOD

WOODLINE

GREEN SIDE

EDGEWAY GLENWAY

HOWELL

BAYMAN  
UNKNOWN ALLEY

HILLMAN

ALABAMA

DEER FIELD

