

17

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 Rick Campbell 2:38PM EASE  
 Stark County Recorder T20110027832

ALAN HAROLD  
 Stark County Auditor  
 FEE P

AUG 25 2011

TRANSFERRED  
 TRANSFER NOT NECESSARY  
 DEPUTY KB  
 IN COMPLIANCE WITH ORC 319.202

**EASEMENT AGREEMENT  
 TRAIL & FENCE**

NOW ALL MEN BY THESE PRESENTS that the **WHEELING & LAKE ERIE RAILWAY COMPANY**, a Delaware Corporation ("Grantor"), which claims title by or through instrument recorded in Volume 998, Page 464 of Stark County Official Records, for valuable consideration received to its full satisfaction of the **STARK COUNTY PARK DISTRICT**, an Ohio Political Subdivision ("Grantee"), whose mailing address will be 5300 Tyner Street NW, Canton, Ohio 44708, does GIVE, GRANT, BARGAIN, SELL AND CONVEY to Grantee, its successors and assigns, in, on, over and across the premises described in EXHIBIT A attached hereto and made a part hereof, along with a Temporary Work Easement described in EXHIBIT B attached hereto and made a part hereof (the 'Easement Area'), a five (5) year easement and right-of-way, beginning the 1<sup>st</sup> day of September, 2011 and ending on the 31<sup>st</sup> day of August, 2016, subject to extension as provided below, together with and subject to the terms, conditions, rights and privileges hereinafter set forth, for travel by and for pedestrians, bicycle traffic, trail purposes, public park purposes, and purposes related thereto. The original term of this Easement will be automatically extended for an unlimited number of successive terms, unless at least five (5) years prior to the expiration of the then current term, one of the parties sends written notice to the other that it will not renew this Easement.

**I. SPECIFIC RIGHTS GRANTED**

In addition to the foregoing easement and right-of-way, the following rights are hereby granted to Grantee, its successors and assigns, so long as said rights are consistent with the remaining terms of this Agreement and do not interfere with safe operation of rail traffic on Grantor's line:

- A. The right to construct, reconstruct, and improve the Easement Area so as to permit its use as a bicycle and walking trail (but not for motorized vehicles unless for emergency use, patrol and maintenance) including the right to grade and pave the Easement Area;
- B. The right to maintain and repair the Easement Area;
- C. The right to install signs within the Easement Area;

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**EASEMENT ONLY**



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D. The right to install public accommodations approved by Grantor within the Easement Area;

E. The right to install approved fences along the Easement Area;

F. The right to grant and allow members of the public the right to use the Easement Area for the purposes herein provided; and

G. The right to establish and enforce rules and regulations for the use of the Easement Area. See also Section II (8.3) below.

Grantor shall give prior written notice to Grantee of any significant construction, maintenance or operational activities that will take place on or adjacent to the trail corridor, normal operations and annual and routine maintenance, including tamping and the routine application of herbicides excepted. Grantee shall have the right to make reasonable use of adjacent unoccupied land of Grantor during construction work, provided that no more land shall be used than necessary and Grantee, its contractors and licensees shall not be closer than twenty (20) feet to the end of the ties. Any area used shall be promptly restored to as good a condition or better prior to the construction activity.

The construction and operation of the trail corridor within the Easement Area shall not unreasonably interfere with any existing or contemplated commercial or industrial uses of the adjacent property.

In exercising its right hereunder, Grantee covenants as follows:

Grantee will at all times construct, operate and maintain the trail within the Easement Area in a manner which will not unreasonably interfere with any grant, loan, or operating agreements to which Grantor is a party. Grantee will design, improve, construct, maintain and operate the trail project pursuant to the DESIGN & OPERATIONS GUIDELINES, and hereinafter referred to as EXHIBIT C and attached to this Easement Agreement, subject to Section II (2) below. This Easement Agreement shall not take effect until after the completion of EXHIBIT B and upon the written approval of EXHIBIT B by Grantor and Grantee.

If Grantor determines that the trail is not being operated or maintained within the design and management specifications set forth in the DESIGN & OPERATIONS GUIDELINES attached hereto as EXHIBIT C, Grantor shall give notice in writing to Grantee of any departure from said plans. If Grantor believes that Grantee has failed to address the concerns after receiving notice from Grantor, the parties shall follow the mediation procedure described in Section II (18) below.

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Grantee will keep Grantor informed of all construction, improvements, maintenance and repairs made to the Easement Area and shall seek reasonable input from Grantor with regard thereto.

## II ADDITIONAL TERMS AND CONDITIONS

### 1. Consideration.

Grantee shall pay to the Grantor One Dollar (\$1.00), as consideration for the easement, the receipt and sufficiency of which is hereby acknowledged.

### 2. Specification.

The trail shall be located, constructed and maintained in accordance with the CONSTRUCTION PLANS & SPECIFICATIONS on file in the Office of the Stark County Park District. No unreasonable departure shall at any time be made therefrom except upon permission in writing granted by Grantor, and by the Vice President of Engineering of Grantor, or his designee.

### 3. Construction.

**3.1** All materials and all work herein contemplated shall be furnished and performed by and at the sole cost and expense of Grantee, and at such time and in such manner as shall be reasonably approved by the Grantor. Before performing any work (except emergency repairs which require prompt notice to Grantor), the Grantee shall give Grantor at least forty-eight (48) hours written notice. Approval and consent shall not be unreasonably withheld by Grantor.

**3.2** Grantee's construction of the trail shall also provide for adequate drainage facilities necessary or appropriate for the prevention of flooding in the general area. Drainage facilities shall be installed, repaired, maintained and cleaned as necessary by and at the cost and expense of Grantee.

### 4. Operation.

Grantee will maintain and operate the trail pursuant to the DESIGN & OPERATIONS GUIDELINES, hereinafter referred to as EXHIBIT C and attached to this Easement Agreement.



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**5. Maintenance.**

In addition to, but not in limitation of any of the foregoing provisions, if at any time Grantor should deem crossing flagmen or watchmen desirable or necessary to properly protect the rail or trail, due to activities related to trail construction, maintenance, and rail operation and that cannot be reasonably corrected by other remedies offered by Grantee, Grantor shall place flagmen or watchmen there at the sole risk, cost and expense of Grantee. Grantee covenants and agrees to bear the full cost and expense thereof of any watchmen or flagmen provided in order to make the trail as safe as is reasonably possible. The furnishing or failure to furnish flagmen or watchmen by Grantor, however, shall not release Grantee from any and all liabilities assumed by Grantee under the terms of this Easement Agreement

**6. Track or Grade Relocations.**

In the event Grantor decides to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities upon land owned or used by Grantor, then Grantee shall, without cost or expense to Grantor, and within thirty (30) days after service of notice in writing requiring Grantee so to do, make such reasonable adjustments or relocations to Grantee's facilities as herein provided as requested by Grantor.

**7. Priority of Use.**

Grantor shall have the right at all times to paramount use of its track(s) and right-of-way or property and Grantee shall exercise the greatest care in the use of the Premises so not to adversely affect the property or rail operations.

**8. Public Safety Precautions.**

**8.1** Grantee shall erect and maintain signs as well as fences in accordance with Exhibit C, or as is amended to Grantor's reasonable specifications to prevent unauthorized access to the Easement Area, and shall take such further steps as may be reasonable and necessary (including police patrols) to prevent unauthorized persons from entering upon or using the Easement Area for any purpose other than trail use.

**8.2** Grantee shall take or cause to be taken such precautionary measures as may be reasonable to minimize the risk of injury to persons or damage to or destruction of property outside the Easement Area; and, if Grantor should at any time, and from time to time, request Grantee to take any other reasonable measures or to furnish any form of protection (either new, upgraded or additional protection), Grantee, at its sole cost and expense, shall use its best efforts to reasonably and promptly cause the protection requested or directed by Grantor to be installed and maintained. Nothing in this provision shall serve as the basis for any claim for personal injury or property damage by any non-party to this Easement.



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**8.3** Grantee shall have the primary responsibility for policing the trail. Assistance will be provided as needed by the City of Canton Police Department. Duly certified rangers of Grantee, together with officers of the City of Canton Police Department, have the right and authority to enforce the laws of the State of Ohio, the ordinances of the City of Canton, and the rules and regulations of within the Easement Area.

**9. Taxes.**

Grantee agrees to assume and pay any and all taxes or assessments which may be levied upon the Easement Area as a result of improvements by Grantee under this Easement Agreement, and hereby agrees to indemnify, protect and save harmless Grantor therefrom.

**10. Assignment.**

The permission and easement hereby afforded shall be the private privilege of Grantee. Grantee may lease or license a portion of the Easement Area to other political subdivisions, which in turn must use the Easement Area for the same purposes and pursuant to the same requirements as the easement being granted to Grantee. If the lessee or licensee breaches the terms of the easement, it shall be deemed a breach by Grantee. In the event that Grantee leases or licenses portions of the Easement Area to another political subdivision, Grantee will notify Grantor in writing and provide Grantor a copy of such lease or license. If Grantor objects to such lease or license agreement, Grantor will serve Grantee with a written objection, which will prevent Grantee from leasing or licensing said portion of the Easement Area. If Grantor concurs in any such lease or license agreement, or in the event that Grantor does not serve Grantee with a written objection within thirty (30) days of receiving such notice of said lease or license agreement, any lease or license agreement between Grantee and another political subdivision shall be considered ratified by Grantor, and Grantee's lease or license agreement shall be valid and in effect but subject to compliance with the terms herein.

**11. Indemnification.**

Grantee accepts the interest hereby granted with full cognizance of the risk of loss of life, personal injury, and property loss or damage that may be caused by the construction, maintenance and use of the trail covered by this Easement Agreement or from any other persons' or entities' (including the general public or commercial interests) use of the trail. Grantee shall notify Grantor immediately in writing of any injuries, property damage or claims made by third parties against Grantee. The Grantee agrees to indemnify, defend and save harmless the Grantor and its directors, officers, agents, employees, and affiliates from and against all liability and claims for injury to persons, loss of life and damage and loss of property occurring or arising in any manner from the Grantee's use of the Easement Area, including but not limited to contractors or licensees of Grantee, and the use of the Easement Area by the public during the term of this Easement Agreement or any extension thereof. For purposes of enforcing the provisions of this Section II (11), Grantee shall not assert, as a defense to a claim by Grantor

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against Grantee arising under this Section II (11), its immunity from liability based upon the provisions of the Political Subdivision Tort Liability Act (Chapter 2744, Ohio Revised Code) or the provisions of the Recreational User Statute (Section 1533.181, Ohio Revised Code). However, nothing in this Easement Agreement shall prevent Grantee from using these provisions as statutory defenses or any other defenses that may be available to it against third parties or the public.

In spite of any provision in this Easement Agreement to the contrary, the Grantor's recovery against the Grantee for the indemnification described in this Section II (11) is limited to the amounts recoverable by the Grantor under the insurance provided in Section II (13) below.

## **12. Subsidence.**

It is understood by the parties that Grantee plans to construct a trail adjacent to Grantor's right of way and tracks, along with dirt fill and a fence within the easement area as depicted in EXHIBIT D. Grantee's work shall not result in an interruption of rail service and in addition shall proceed pursuant to all provisions hereof, especially Section II (3) and II (13). Provided, however that Grantee shall give Grantor all engineering and construction drawings for advance approval and Grantee warrants that no subsidence will take place. If Grantor finds evidence of subsidence caused by construction or maintenance of the trail, dirt, fill, or fence, Grantee shall immediately repair the right of way by use of a Grantor approved contractor to Grantor's reasonable satisfaction. If the Grantee does not immediately repair the subsidence, then Grantor reserves the right to make repairs and Grantee will be responsible for the costs thereof to be paid within thirty (30) days of billing.

## **13. Insurance.**

Before this Easement Agreement shall be effective, Grantee shall at its sole cost and expense procure, provide, and thereafter maintain in effect during the term of this Easement Agreement insurance covering all liabilities assumed by Grantee under Section II (11) of this Basement Agreement. Until the renewal date of Grantee's current liability insurance policy (April 8, 2012), this coverage shall also include a "Described Premises" endorsement to the Grantee's general liability insurance with a \$2 million per occurrence, with no annual aggregate limit which shall be confirmed on the coverage summary. In addition, Grantor will be named as additional insured under Grantee's policies with respect to this easement, and Grantee will maintain a general liability policy with minimum limits of \$2 million per occurrence, with no annual aggregate limit. Beginning April 8, 2012, this coverage shall also include a "Described Premises" endorsement to the Grantee's general liability insurance with a \$2 million per event and \$2 million aggregate limit which shall be confirmed on the coverage summary. In addition, beginning April 8, 2012, Grantor will be named as additional insured under Grantee's policies with respect to this easement, and Grantee will maintain a general liability policy with minimum limits of \$1 million per event and \$2 million in the aggregate and an excess policy with minimum limits of \$4 million per event and \$4 million in the aggregate.

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Upon request, the Grantee will provide the Grantor with copies of the general liability policies maintained by Grantee under this Section II (13) and Grantor will be notified in writing at least ten (10) days in advance by the insurance company of any cancellation or changes which modify the coverage provided thereunder. Grantee also will reasonably cooperate with Grantor as to the submission and adjustment of claims made by the Grantor under Section II (11) above that are covered by the insurance required in this Section II (13).

To the extent that funds are not otherwise available from other sources, the Grantee agrees during the term of this Easement Agreement to appropriate funds to procure the insurance required by Section II (13). Further, if upon renewal the Grantee is not able to obtain a Described Premises Endorsement, it shall procure like or similar coverage through its general liability and/or excess carriers.

In the event that the Grantor, or any of its successors or assigns as to the rights to operate the rail line that crosses the Easement Area, permanently removes or abandons the rail line that crosses the Easement Area, the obligations of the Grantee to provide the insurance described above will automatically terminate, and the parties will negotiate a level of insurance appropriate to the new risk.

#### **14. Termination of Easement.**

If the Grantee breaches any material term, promise, condition or covenant of this Easement Agreement and subsequently fails to remedy such breach in accordance with the terms herein, or if the easement granted under this Easement Agreement (or any part thereof) shall cease to be used for the purposes for which granted or fails to be properly maintained, then pursuant to Section II (18) below, and after mediation is used to attempt to remedy any issues, Grantor may terminate this Easement Agreement. The parties agree that any breach of the provisions set forth in Sections II (12) and any unremedied failure to obtain and maintain the insurance required in Section II (13) above are a per se material breach. If the Easement Agreement is terminated, Grantee, its successors or assigns, will execute such instrument as now provided or hereafter may be provided by law to clear title of aforesaid property.

#### **15. Permits and Approvals.**

The burden of obtaining all permits and approvals which may be necessary or appropriate for construction and maintenance of the trail project shall be upon Grantee and shall be at the sole risk, cost and expense of Grantee whose responsibility it shall be to comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Grantor.



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**16. Notices.**

Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to Grantor:

Real Estate Department  
WHEELING & LAKE RAILWAY COMPANY  
100 East First Street  
Brewster, OH 44613

As to Grantee:

STARK COUNTY PARK DISTRICT  
5300 Tyner Street NW  
Canton, OH 44708

**17. General Provisions.**

**17.1** Any judicial determination that any part of this Easement Agreement is invalid shall not affect the validity or enforceability of any other part of this Easement Agreement.

**17.2** This Easement Agreement shall be governed by the local laws of the State of Ohio.

**17.3** As used in this Easement Agreement, the words, "Grantor" and "Grantee" shall include their respective successors and assigns, subject, however, to the provisions of Section II (10) of this Easement Agreement.

**17.4** This Easement Agreement is for the exclusive benefit of Grantee and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against Grantee.

**17.5** Section headings are inserted for convenience only and shall not affect the, construction or interpretation of this Easement Agreement.

17.6 This Easement Agreement contains the entire Easement Agreement of the parties and supersedes any prior written or oral understandings, other easement agreements or representations.

17.7 This Easement Agreement may not be amended, waived or discharged except by an instrument in writing signed and acknowledged by the parties.

17.8 All words, terms and phrases used in this Easement Agreement shall be construed in accordance with their generally applicable meaning.

17.9 The terms of this Easement Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided. This Easement Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 7 of this Easement Agreement. Neither party shall withhold reasonable consent, acceptance and approval towards the other party.

**18. Mediation Prior to Court Action or Termination; Other Remedies.**

(a) **Mediation.**

The parties will attempt to resolve all disputes that arise under this Agreement by the use of mediation. Before a party may assert a claim for breach of this Agreement in litigation or arbitration, the party must notify the other party of the nature of the dispute and the relief which the first party seeks. The parties will have twenty (20) days to engage a mediator to assist them to negotiate a settlement of the dispute, and if after three (3) days of mediation the dispute is not settled, or if the mediator declares an impasse prior to the end of the three-day period, the parties' obligation to mediate the dispute is terminated. The mediation proceeding should be completed within sixty (60) days from the request for mediation.

(b) **Choice of Neutrals.**

A mediation under this Agreement will be conducted by one mediator chosen by the parties from among the panel of mediators of the American Arbitration Association ("AAA") or any other mutually agreeable mediator. If the parties are unable to agree upon the identity of a mediator or arbitrator within twenty (20) days, AAA or such other organization as is agreeable to the parties will choose the mediator.

(c) **Proceedings Confidential and Privileged.**

A mediation conducted under this Agreement and all offers and statements, whether oral or written, made in the course of the mediation by a party, or the party's agent, employee, expert, and attorney or by the mediator, are confidential, privileged, and



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inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law, and in any judicial or arbitration proceeding.

**(d) Injunctive Relief.**

Notwithstanding the foregoing provision of this Section, a party who is about to suffer irreparable harm, on account of a breach of this Agreement for which money damages would not be an adequate remedy, may proceed immediately to obtain a temporary restraining order and a temporary or permanent injunction free of the obligation to mediate a dispute concerning such breach. The money damages and/or any other portion of any such dispute will continue to be subject to the foregoing mediation provision of this Agreement

**(e)** The parties retain all legal rights and remedies that may be pursued in courts of law or equity after going through the mediation process.

**III. EXECUTION.**

**IN WITNESS WHEREOF**, the said parties hereto have caused this Easement Agreement to be duly executed and delivered on this 23<sup>rd</sup> day of August, 2011.

WHEELING & LAKE ERIE RAILWAY COMPANY,  
 a Delaware Corporation - Grantor

By: [Signature]  
 Larry R. Parsons - Chairman & CEO

STARK COUNTY PARK DISTRICT,  
 an Ohio Political Subdivision - Grantee

By: [Signature]  
 Robert A. Fonte, Director

Approved as to legal form and sufficiency

[Signature]  
 WILLIAM F. MORRIS  
 Counsel for the Stark County Park District



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STATE OF OHIO :  
:SS:  
COUNTY OF STARK :

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of August, 2011, before me a Notary Public in and for said County, personally came the above named WHEELING & LAKE ERIE RAILWAY COMPANY, a Delaware Corporation, by LARRY R. PARSONS, its Chairman & CEO, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said WHEELING & LAKE ERIE RAILWAY COMPANY, and of himself personally.

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



Sheryl L. Durant  
NOTARY PUBLIC

My commission expires: 8-30-14

SHERYL L DURANT  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 08-30-14

STATE OF OHIO :  
:SS:  
COUNTY OF STARK :

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of August, 2011, 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. Hollabaugh  
Notary Public, State of Ohio  
My Commission Expires 12-29-2014

Kristina E. Hollabaugh  
NOTARY PUBLIC

My commission expires: 12-29-2014



  
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## Exhibit "A"

### Description of Trail & Fence Easement (5' Wide)

Located in part of Canton City Outlot 885 and being a portion of the Wheeling & Lake Erie Railway Co. right-of-way, between mile markers 54 and 55, in the City of Canton (Northeast Quarter of Section 22, Township 11, Range 8 of the Ohio River Survey), County of Stark, and State of Ohio:

Beginning at the intersection of the north line of Quarter Section 22 and the west line of the Wheeling & Lake Erie Railway Co. (W&LE) right-of-way (50' wide);

thence southwardly along the west line of said W&LE right-of-way, passing over the south line of the 55th Street NE right-of-way, along a curve to the left a distance of 101.58 feet to a point of tangency, said curve having a central angle of  $02^{\circ} 00' 50''$ , radius of 2,889.89 feet, tangent of 50.79 feet, chord distance of 101.57 feet, and a chord bearing of  $S 03^{\circ} 55' 17'' W$ ;

Thence continuing along the west line of said W&LE right-of-way,  $S 02^{\circ} 54' 52'' W$  a distance of 253.53 feet to the true place of beginning for the easement herein described;

- 1) Thence  $S 87^{\circ} 05' 08'' E$  a distance of 5.00 feet;
- 2) Thence  $S 02^{\circ} 54' 52'' W$ , parallel with the west line of said W&LE right-of-way, a distance of 365.12 feet;
- 3) Thence  $N 87^{\circ} 05' 08'' W$  a distance of 5.00 feet to a point on the west line of said W&LE right-of-way;
- 4) Thence  $N 02^{\circ} 54' 52'' E$ , along the west line of said W&LE right-of-way, a distance of 365.12 feet to the point of beginning, containing 1,826 Sq. Ft. (0.0419 Ac.) of land, more or less.

Above description prepared by Richard M. Bodenschatz, P.S. 8213, of the Canton City Engineering Department, June 2011, and is based upon record information from the W&LE right-of-way valuation maps and the Stark County Auditor's geographic information system maps.



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## Exhibit "B"

### Description of Temporary Work Agreement (17' Wide)

Located in part of Canton City Outlot 885 and being a portion of the Wheeling & Lake Erie Railway Co. right-of-way, between mile markers 54 and 55, in the City of Canton (Northeast Quarter of Section 22, Township 11, Range 8 of the Ohio River Survey), County of Stark, and State of Ohio:

Beginning at the intersection of the north line of Quarter Section 22 and the west line of the Wheeling & Lake Erie Railway Co. (W&LE) right-of-way (50' wide); thence southwardly along the west line of said W&LE right-of-way along a curve to the left a distance of 30.09 feet to a point on the south line of the 55th Street NE right-of-way (60' wide), said curve having a central angle of  $00^{\circ} 35' 48''$ , radius of 2,889.89 feet, tangent of 15.05 feet, chord distance of 30.09 feet, and a chord bearing of  $S 04^{\circ} 37' 48'' W$  to the true place of beginning for the easement herein described;

- 1) Thence  $S 88^{\circ} 38' 27'' E$ , along the south line of said 55th Street NE right-of-way, a distance of 17.02 feet;
- 2) Thence southwardly along a curve to the left and parallel with the west line of said W&LE right-of-way, a distance of 71.95 feet, said curve having a central angle of  $01^{\circ} 26' 06''$ , radius of 2,872.89 feet, tangent of 35.98 feet, chord distance of 71.95 feet, and a chord bearing of  $S 03^{\circ} 37' 55'' W$ ;
- 3) Thence  $S 02^{\circ} 54' 52'' W$ , parallel with the west line of said W&LE right-of-way, a distance of 618.65 feet;
- 4) Thence  $N 87^{\circ} 05' 08'' W$  a distance of 17.00 feet to a point on the west line of said W&LE right-of-way;
- 5) Thence  $N 02^{\circ} 54' 52'' E$ , along the west line of said W&LE right-of-way, a distance of 618.65 feet;
- 6) Thence northwardly along a curve to the right, continuing along the west line of said W&LE right-of-way, a distance of 71.48 feet to the point of beginning, containing 11,736 Sq. Ft. (0.2694 Ac.) of land, more or less, said curve having a central angle of  $01^{\circ} 25' 02''$ , radius of 2,889.89 feet, tangent of 35.74 feet, chord distance of 71.48 feet, and a chord bearing of  $N 03^{\circ} 37' 24'' E$ .



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Above description prepared by Richard M. Bodenschatz, P.S. 8213, of the Canton City Engineering Department, June 2011, and is based upon record information from the W&LE right-of-way valuation maps and the Stark County Auditor's geographic information system maps.



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**EXHIBIT C**  
**DESIGN AND OPERATIONS GUIDELINES**  
**TRAIL PROJECT**

**I. Administration**

1. Administration of the Trail will be the responsibility of the Stark County Park District. The Stark County Park District will coordinate operations, maintenance and capital improvements with WHEELING & LAKE ERIE RAILWAY COMPANY as necessary.

2. The Stark County Park District will conduct regular inspections, and note all observations of the Trail's condition, maintenance and safety.

3. Liability responsibility is defined in the Trail easement.

4. The Stark County Park District will communicate and coordinate with WHEELING & LAKE ERIE RAILWAY COMPANY regarding:

- a. planning for major maintenance and improvements
- b. schedules for major maintenance and improvements
- c. special events
- d. changes in management or administration
- e. security, trespass and safety issues
- f. any other issues of significance and relevance

5. WHEELING & LAKE ERIE RAILWAY COMPANY will notify the Stark County Park District of significant issues relevant to the Trail management, including:

- a. changes in ownership or contact information
- b. security, trespass and safety issues
- c. its development plans
- d. any other issues of significance and relevance



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### **III. Development**

1. The Trail will be constructed according to the design parameters detailed in the engineering plans, approved by the Stark County Park District and WHEELING & LAKE ERIE RAILWAY COMPANY. Any future construction plans will be based on those specifications and reviewed by WHEELING & LAKE ERIE RAILWAY COMPANY for approval by as per the terms of the Easement Agreement.

2. Signage will be used to direct road and trail traffic, to notify Trail users of rules and Trail etiquette and to educate Trail users about safety and the natural and cultural history of the area.

3. The Trail will be developed to comply with the Americans with Disabilities Act as much as is feasible.

4. The easement boundary is established by Exhibit A of the Easement Agreement.

### **IV. Maintenance**

1. Routine Trail maintenance will be covered by Stark County Park District staff, contracted labor and/or volunteers of the Stark County Park District. Regular maintenance items include:

- a. Litter pickup
- b. Trimming of vegetation along trail and mowing trail shoulders; herbicide use as necessary
- c. Repairs as needed: signs, bollards, surface stone, fencing, drainage, etc.

2. Capital improvement and major maintenance will be scheduled and coordinated with WHEELING & LAKE ERIE RAILWAY COMPANY as needed for items such as periodic trail resurfacing.

### **V. Security and Enforcement**

1. Park Rangers from the Stark County Park District have the right and authority to enforce the laws of the State of Ohio, the Ordinances of the Park District, and the Rules and Regulations of the Park District as is defined herein.

  
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2. The following Trail Rules will be posted at authorized trail access points:
  - Stark County Park District Rules and Regulations
  - Trail Etiquette
  - Hours of operation
  - No Motorized Vehicles
  - No Horses
  - No Alcohol or controlled substances
  - Pets must be leashed

## **VI. Public Relations, Education and Outreach**

1. Proper trail use and safety will be integrated throughout the Stark County Park District's communications and public relations program. The following venues will be used to relay information about the Trail:

- a. Press releases via newspaper and radio
- b. Park and Trail maps and brochures
- c. Newsletter articles
- d. Web sites
- e. User and advocacy groups