



201405090008401

Pgs: 13 \$136.00 T20140010578
05/09/2014 12:46PM MEPCARDINAL T
Bryan A. Long
Licking County Recorder

TRANSFER NOT NECESSARY

Date

May 9, 2014
M. D. Smith
Licking County Auditor

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is made this 7th day of MAY, 2014, by and between Granville Golf Course Company, an Ohio corporation ("Grantor") and the Village of Granville, an Ohio municipal corporation ("Grantee").

Recitals

- A. Grantor is the owner in fee simple of the real property consisting of 13.60 acres in the Village of Granville, being a part of Tract #1 of a parcel consisting of 148.23 acres and designated as Auditor's Tax Parcel #020-043614, and more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").
- B. Located on the Property are the following improvements, as reflected in the Auditor's Property Record Card:
1. Golf Course Standard (~18 ft²);
 2. Shelter House 1 (~300 ft²);
 3. Shelter House 2 (~1,680 ft²);
 4. Pole Barn 1 (~2,520 ft²);
 5. Pole Barn 2 (~960 ft²);
 6. Pole Barn 3 (~960 ft²);
 7. Asphalt Paving (~42,000 ft²); and
 8. Clubhouse (~3,275 ft²)
- (The above-listed improvements and all improvements hereinafter made on the Property are collectively hereinafter referred to as the "Improvements.")
- C. Auditor's Tax Parcel #020-043614 is improved as a public golf course (the "Course"). The Property, Improvements and Course comprise what is known as the Granville Golf Course.
- D. The Granville Township Trustees have acquired, or will acquire, a conservation easement ("the Conservation Easement") over the Course in accordance with Ohio Revised Code §§ 505.26, 5301.67(A) and 5705.19(HH), which Conservation Easement restricts the current and future use of the Course to its existing use as an operating golf course or as open space.
- E. The grant of this Easement by Grantor to Grantee will assist in preserving and maintaining the Property and the Improvements as a part of its existing use as an operating golf course or as open space in accordance with the Conservation Easement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

1. Grant and Purpose.

1.1. Grant of Easement. Grantor hereby grants to Grantee and Grantee hereby accepts from Grantor, the Easement in gross and perpetuity on the Property.

1.2. Purpose. It is the purpose of this Easement to assure the continued existing use of the Property and the Improvements, in combination with the Course, as a public 18-hole golf course and associated uses or separately for future open space use.

2. Rights of Grantee. In accordance with the above-stated purpose, Grantee has the following rights:

- a. To enter upon the Property at reasonable times without unreasonably interfering with Grantor's use and quiet enjoyment of the Property and Improvements, in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement.
- b. To prevent any activity on or use of the Property and Improvements that is inconsistent with the purpose of this Easement and to require the restoration of such areas of the Property and Improvements that may be damaged or altered by inconsistent activity or use, pursuant to the remedies set forth in Section 8.

3. Grantor's Covenants and Prohibited Use.

3.1. Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times to maintain the Property and the Improvements in a safe and sanitary condition.

3.2. Grantor's Covenants: Prohibited Activities.

Grantor agrees to limit the use of the Property to the existing use as the Granville Golf Course and associated uses or to activities that are consistent with the purpose of this Easement. Any activity on, or use of the Property that is inconsistent with the purpose of this Easement is prohibited. As part of this general prohibition, the following specific acts or uses are expressly forbidden on, over or under the Property, except as otherwise conditioned in this paragraph:

- a. The dumping of ashes, trash, rubbish or any other unsightly or offensive materials (other than in the ordinary course of business and in containers normally provided for such purposes) is prohibited on the Property.

- b. The creation on the Property of above-ground utility transmission lines, except those reasonably necessary for the Improvements, subject to utility easements already recorded.
- c. Using the Property and/or Improvements, in combination with the Course, for any use other than as part of a public golf course and associated uses, or as open space.

4. **Grantor's Reserved Rights.** The following rights, uses and activities of or by Grantor on, over or under the Property and Improvements are permitted by this easement and by Grantee without further approval by Grantee:

- a. The right to maintain, repair, replace and enlarge the Improvements, subject to applicable provisions of the Granville Codified Ordinances.
- b. The right to continue all manner of the existing golf course use and associated uses and enjoyment of the Property and the Improvements, including, but not limited to, the erection, maintenance, repair and restoration of fences; the right to construct and maintain driveways, roads and paths; the right to install and maintain utility lines, including the sprinkler system; the right to cut, remove and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities and upkeep, consistent with the purpose of this Easement.
- c. The right to sell, give, mortgage, lease or otherwise convey the Property, provided that such conveyance is subject to this Easement and to the right of first refusal, if applicable, set forth in Paragraph 9 herein.
- d. Grantor reserves all other rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of the Easement. This Easement shall not be construed as a dedication of the Property for public use, nor is Grantee authorized by this Easement to make any use of the Property except to monitor and enforce the terms of this Easement as provided in Paragraph 2. Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property.

5. Insurance.

Grantor shall keep the Property and Improvements insured by an insurance company rated "A1" or better by Best's for comprehensive general liability insurance against claims for personal injury, death and property damage. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage.

6. Costs and Indemnification.

6.1. Costs.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property and Improvements. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this easement, and all such construction or other activity shall be undertaken in accordance with all applicable federal, state and local laws and regulations.

6.2. Indemnification.

Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors and employees or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property and Improvements; the presence or release in, on or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by Grantee or any agent, trustee, employee or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

7. Written Notice.

Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following

methods by overnight courier, postage prepaid; registered or certified mail and with return receipt requested; or hand delivery addressed as follows:

If to Grantor: Granville Golf Course Company
P.O. Box 440
Granville, Ohio 43023

If to Grantee: Village of Granville
141 E. Broadway
P.O. Box 514
Granville, Ohio 43023
ATTN: Village Manager

Each party may change its address set forth herein by a notice to such effect to the other party.

8. Remedies.

8.1. Notice of Violation; Corrective Action.

If Grantee determines that a violation of the terms of this easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation.

8.2. Injunctive Relief.

If Grantor fails to cure a violation within forty-five (45) days after Grantor's receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 45-day period, fails to continue diligently to cure such violation until finally cured, Grantee may, following additional written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this easement by instituting proceedings for temporary, preliminary, and/or permanent injunction. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

8.3. Costs of Enforcement.

In the event Grantor is found by a court of competent jurisdiction to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this easement, including all reasonable court costs and attorneys' fees.

8.5. Forbearance.

Forbearance by Grantee to exercise its rights under this easement in the event of any breach by Grantor of any term of this easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8.6. Acts Beyond Grantor's Control.

Nothing contained in this easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change to the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm and earth movement.

9. Right of First Refusal.

9.1. Notice.

Grantor shall notify Grantee in writing thirty (30) days prior to any proposed sale of any portion or all of the Property and the Course and provide the opportunity for Grantee:

- a. To purchase said Property at the price and terms currently being offered in writing by a third party in an arm's-length transaction; and
- b. To explain the terms of the easement to potential new owners prior to sale closing.

Grantee's right of first refusal set forth above shall not apply to a gift or sale of the Property by Grantor to a not-for-profit entity that is organized and operated pursuant to § 501(c)(3) of the Internal Revenue Code. Grantee's right of first refusal set forth above also shall not apply to a gift or sale of the Property by Grantor to any heir(s) of the current shareholders of Grantor.

9.2. Easement Continues.

Grantee's failure to exercise this right of first refusal shall not be deemed a termination or expiration of this easement.

9.3. Merger upon Purchase.

Upon Grantee's exercise of this right of first refusal and Grantee's purchase of the Property, this easement shall merge with the Grantee's fee simple title to the Property and the easement shall be deemed extinguished.

10. Binding Effect; Assignment.

10.1. Runs With the Land.

Except as provided in paragraph 9.3, the obligations imposed by this easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

10.2. No Obligation Upon Transfer of Property.

An owner of the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Property by reason of a transfer of the Property.

11. Interpretation.

The following provisions shall govern the effectiveness, interpretation and duration of the easement:

- a. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use.
- b. This easement reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument.
- c. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Licking County, Ohio.

Grantor and Grantee intend that the restrictions arising under this easement and the right of first refusal set forth in Section 9 herein, take effect on the day and year this instrument is recorded in the land records of Licking County, Ohio.

12. Amendment.

If circumstances arise under which an amendment to or modification of this easement would be appropriate, Grantor and Grantee may jointly amend this easement. Any such amendment must be in writing and appropriately authorized by each party.

13. Grantee in its Municipal Capacity.

This Easement and the terms agreed to herein shall not, and shall not be deemed, to supersede or effect, in any way, the enforcement of laws, rules or regulations of the Village of Granville, relative to the Property, Improvements or the Course by Grantee in Grantee's capacity as a municipal corporation, charged with the enforcement of said laws, rules and regulations as duly adopted by the Village of Granville.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has executed this agreement on the 17 day of MARCH, 2014.

GRANTOR:

Granville Golf Course Company

By: ROBERT N. KENT

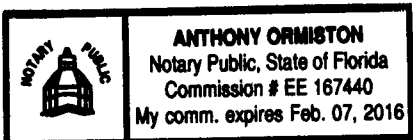
Its: PRESIDENT

STATE OF ~~OHIO~~ FLORIDA)

COUNTY OF ~~LICKING~~ LEE)

SS:

The foregoing instrument was acknowledged before me this 17 day of MARCH, 2014 by ROBERT N. KENT, the PRESIDENT of Granville Golf Course Company, Inc., on behalf of Grantor.



[Signature]
Notary Public

Prepared By
Michael J. King
Law Director
Village of Granville
141 E Broadway
Granville, Ohio 43023

IN WITNESS WHEREOF, Grantee has executed this agreement on the 7th day of MAY, 2014.

GRANTEE:

Village of Granville, Ohio

By: [Signature]

Its: Village mgr.

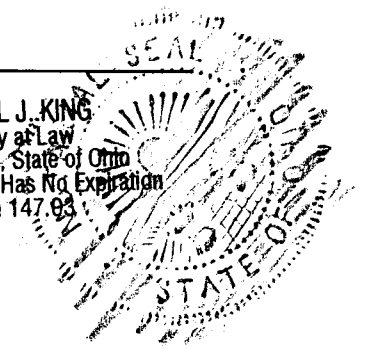
STATE OF OHIO)
COUNTY OF LICKING)

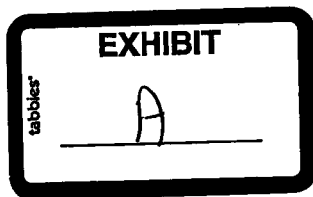
SS:

The foregoing instrument was acknowledged before me this 7th day of MAY, 2014 by STEVE STILWELL, the VILLAGE MANAGER of the Village of Granville, Ohio, on behalf of Grantee.

[Signature]
Notary Public

MICHAEL J. KING
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03





LEGAL DESCRIPTION
13.600 ACRE TRACT

Situated in the State of Ohio, County of Licking, Village of Granville, and being 13.600 acres of that 129.938 acre tract (current Tax Duplicate) as conveyed to Granville Golf Course Company by deed of record in Official Record Volume 132, Page 526, all references being to those of record in the Record's Office, Licking County, Ohio, said 13.600 acre tract being more particularly bounded and described as follows:

Beginning at the point in the centerline of Newark-Granville Road marking the southeasterly most corner of said Granville Golf Course Company, 129.938 acre tract and also marking the southwesterly corner of that 0.92 acre tract as conveyed to Thomas B. Prieto by deed of record in Official Record Volume 646, Page 63;

thence along said centerline the following 2 (two) bearings and distances:

N. 71°02'08" W., 136.09 feet; and

N. 70°59'25" W., 184.66 feet;

thence, leaving said centerline, the following 15 (fifteen) bearings and distances along lines passing through the Granville Golf Course Company, 129.938 acre tract;

N. 21°09'10" E., 215.80 feet;

N. 80°01'00" E., 27.57 feet;

N. 18°58'00" W., 87.24 feet;

N. 72°54'36" E., 68.27 feet;

N. 27°17'25" E., 17.70 feet;

N. 23°00'00" W., 72.00 feet;

S. 73°58'00" W., 15.54 feet;

N. 23°10'14" W., 101.30 feet;

N. 67°21'35" E., 59.23 feet;

N. 6°08'40" E., 84.29 feet;

N. 79°34'15" E., 71.83 feet;

S. 22°14'20" E., 126.55 feet;

S. 89°47'20" E., 109.00 feet;

N. 87°19'20" E., 521.00 feet; and...

N. 60°54'00" E., a distance of 574.87 feet to a point in an easterly line of said Granville Golf Course Company, 129.938 acre tract and also being in the westerly line of that 7.477 acre tract (current Tax Duplicate) as conveyed to James A. Griffin Bishop Of Catholic Diocese Of Columbus, by deed of record in Instrument #199810090038510;

thence S. 3°22'15" W., a distance of 650.00 feet to an existing iron pin marking a southeast corner of said Granville Golf Course Company, 129.938 acre tract and also marking the northeast corner of those tracts as conveyed to Bishop Of Diocese Of Columbus by deed of record in Deed Book 716, Page 517 and to James A. Griffin Bishop Of Catholic Diocese Of Columbus by deed of record in Official Record Volume 891, Page 103;

thence along southerly lines of said 129.938 acre tract and along northerly lines of said Catholic Diocese Of Columbus tracts, the following 2 (two) bearings and distances:

S. 84°57'17" W., 606.70 feet; and...

N. 81°38'37" W., 100.13 feet to a 5 foot tall, 4" steel pipe, filled with concrete and painted "forest green", marking the northwest corner of said Catholic Diocese Of Columbus tracts and also marking the northeast corner of that 1.3 acre tract as conveyed to the aforementioned, Thomas B. Prieto by deed of record in Official Record Volume 646, Page 63, said 4" steel pipe also marks an angle point in the southerly lines of said Granville Golf Course Company 129.938 acre tract;

Page 2
13.600 Acre Tract

thence along northerly and westerly lines of said Thomas B. Prieto, 1.3 acre tract and 0.92 acre tract, (the same being southerly and easterly lines of said Granville Golf Course Company, 129.938 acre tract), the following 6 (six) bearings and distances:

N. 81°07'39" W., 475.13 feet to the point marking the northwesterly corner of said Prieto, 1.3 acre tract);

S. 1°08'19" E., 86.05 feet;

S. 48°44'14" E., 38.43 feet;

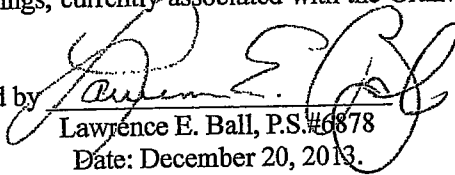
S. 69°01'44" E., 42.00 feet;

S. 42°01'44" E., 62.00 feet;

S. 12°02'09" E., a distance of 105.28 feet to the "Point of Beginning", and containing 13.600 acres, more or less.

Note: It is the intent that the 13.600 acre tract as described above, to include the parking lots, the clubhouse, the driving range and all maintenance buildings, currently associated with the Granville Golf Course, as they exist at the time of the writing of this instrument.

Prepared by


Lawrence E. Ball, P.S.#6878

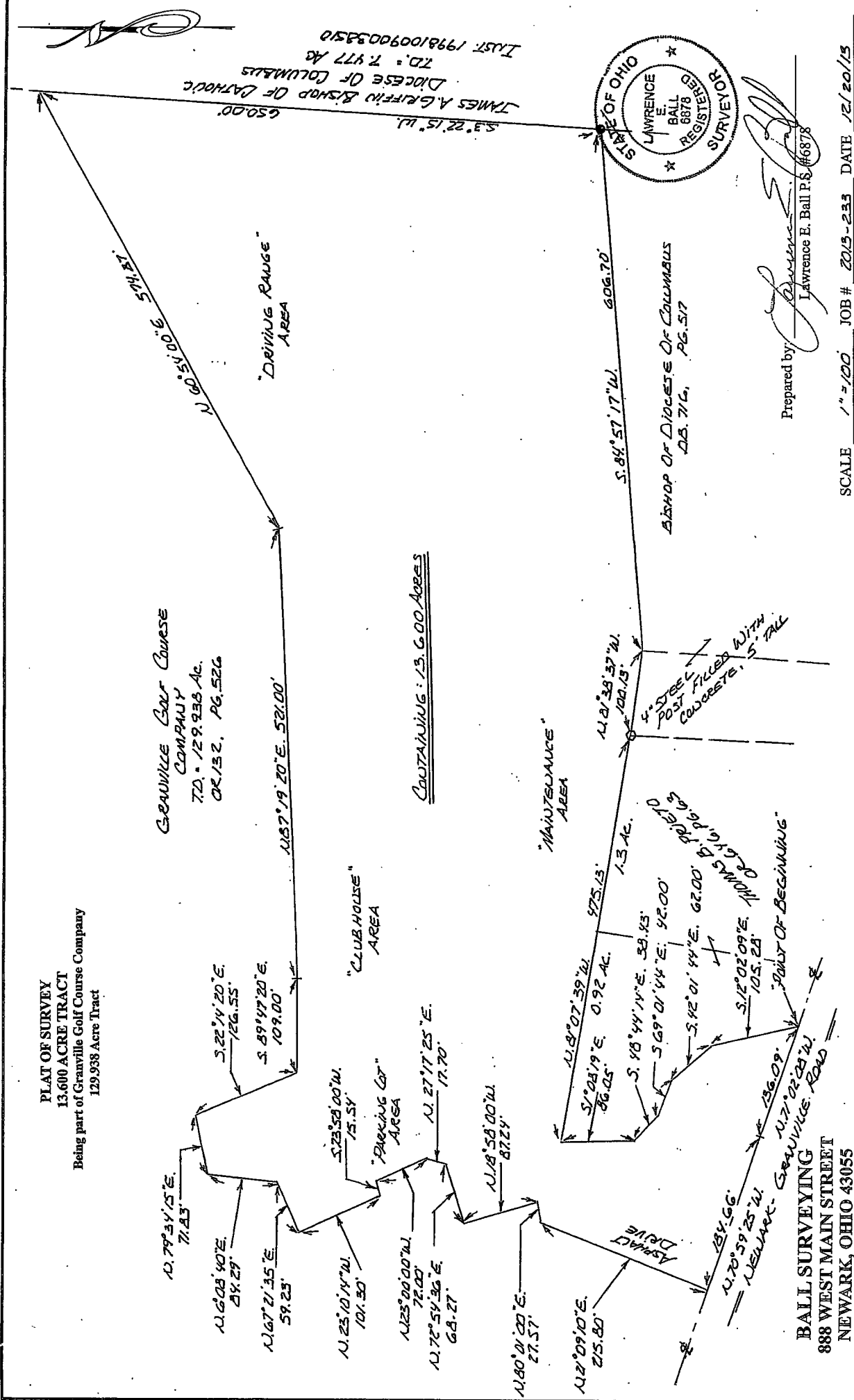
Date: December 20, 2013.



PLAT OF SURVEY
13.600 ACRE TRACT
Being part of Granville Golf Course Company
129.938 Acre Tract

GRANVILLE GOLF COURSE
COMPANY
T.D. # 129.938 Ac.
OR 132, PG. 526

CONTAINING: 13.600 ACRES



Prepared by: *Lawrence E. Ball*
Lawrence E. Ball P.E. #6878
SCALE 1"=100' JOB # 2013-233 DATE 12/20/13