

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (“Declaration”) is made on this _____ day of _____ 2008, by the **CITY OF COLUMBUS, OHIO**, “Declarant”, a municipal corporation.

Recitals:

A. Declarant owns certain property located in the City of Columbus, Franklin, County, State of Ohio as more particularly described on Exhibit “A” and “B” attached hereto and made a part hereof (the “Property”), identified as Franklin County Tax Parcel Number 010-143553, which was conveyed to the Declarant through Instrument Numbers 200108100185368 and 200308150260011, Recorder’s Office, Franklin County, State of Ohio.

B. Declarant has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself and its successors and assigns as owners of the Property, hereby agrees as follows:

§1. Use and Development Restrictions. Declarant hereby agrees, for itself and its successors and assigns as owners of the Property, that the Property shall be used for public recreational uses, conservation purposes, preservation as open green space and/or woodland, and development of a trail/bikeway/walkway.

§2. Perpetual Restrictions. The restriction set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, the Ohio Department of Natural Resources. This Declaration and the covenants and restriction set forth herein shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the Ohio Department of Natural Resources, Division of Real Estate and Land Management.

§3. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of his Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceable of the remainder of this Declaration.

§4. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Declarant:
Director
Department of Recreation and Parks
1111 East Broad Street
Columbus, Ohio 43205

ODNR:
Ohio Department of Natural Resources
2045 Morse Road C-4
Columbus, Ohio 43229

§5. Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.

The Declarant, by Alan D. McKnight, Director, Department of Recreation and Parks, as authorized by Columbus City Council Ordinance No. _____ passed on the _____ day of _____, 200__ has hereunto caused this instrument to be subscribed this ___ day of _____ 200__.

CITY OF COLUMBUS, OHIO
a municipal corporation

Alan D. McKnight, Director
Department of Recreation and Parks

STATE OF OHIO
COUNTY OF FRANKLIN: ss

BE IT REMEMBERED that on this _____ day of _____ 200____ the foregoing instrument was acknowledged before me by Alan D. McKnight, Director, Department of Recreation and Parks, on behalf of the City of Columbus, Ohio, a municipal corporation.

[seal]

Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: David E. Peterson (12-22-08)
Real Estate Attorney
Real Estate Division
For: Department of Recreation & Parks
Re: Brad Westall Eagle Grading/Dominion