Attachment 1

UTILITY AND ACCESS EASEMENT AGREEMENT

THIS UTILITY AND ACCESS EASEMENT AGREEMENT (ñAgreementò) is made this ____ day of August, 2015, by **ANTIOCH COLLEGE CORPORATION**, an Ohio corporation for non-profit (ñGrantorò) and **VILLAGE OF YELLOW SPRINGS, OHIO**, an Ohio municipal corporation (ñGranteeò), under the following circumstances:

WHEREAS, Grantor owns that certain 1.5538 acre parcel of real property located in the Village of Yellow Springs, Greene County, Ohio, by virtue of an instrument recorded in O.R. Volume 3053, Page 191, of the Official Records of Greene County, Ohio (the ñPropertyò);

WHEREAS, Ordinance No. _2015-08_____, which was recorded at O.R. Volume _____, Page _____, of the Official Records of Greene County, Ohio (ñVacation/Easement Legislationò), authorized Grantee to vacate certain right of way to Grantor and to accept an easement from Grantor for the purposes of granting Grantee permanent utility and access easements over, into, upon, and under the portion of the Property more particularly described on **Exhibit A** attached hereto and incorporated herein (the ñEasement Areaò).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Grant of Easements.

a. Utility Easement. Grantor hereby grants to Grantee, its successors and assigns forever, for the benefit of Grantee, and for the public at large, a permanent, non-exclusive easement over, into, upon, and under the Easement Area, for the installation, construction, maintenance, repair, replacement, operation and use of utilities, including, but not limited to, utility lines (the ñUtility Easementò).

b. Access Easement. Grantor hereby grants to Grantee, its successors and assigns forever, for the benefit of Grantee, a permanent, non-exclusive easement over and upon the Easement Area as is necessary to permit ingress, egress and access by Grantee, to and from the Easement Area for purposes of construction, maintenance, repair and replacement of utilities, facilitating the use of the Utility Easement by Grantee (the ñAccess Easementò) (the Access Easement and Utility Easement are collectively referred to herein as the ñEasementsò).

Attachment 1

c. Minimizing Impact. Construction, maintenance, repair or replacement of utilities in the Easement Area shall be done in such a manner so as to reasonably minimize the impact on the Easement Area and with a high standard of workmanship. After construction, maintenance, repair or replacement of any utilities in the Easement Area, Grantee shall return the Easement Area as nearly as reasonably possible to its natural level.

d. Public Dedication. Grantee may assign or grant the Easements (in whole or in part) and other rights conveyed hereby to one or more public utility companies or governmental authorities for use as a part of a private or public system. Construction of any improvements within the Easement Area shall be to Village standards.

2. Use. Grantee shall not permit the Easements to be used for purposes inconsistent with any local, state or federal laws or regulations or for purposes other than those set forth in this Agreement.

3. Reservation. Grantor reserves for itself, its successors and assigns forever, the right to use the Easement Area in any manner not inconsistent with the rights conveyed in this Agreement; provided, however, that no buildings or other structures shall be constructed or vegetation permitted within the Easement Area which interfere with the use of such area for the purposes permitted hereby.

4. Maintenance. Grantee shall maintain and repair Granteeôs utility improvements or facilities, including any electrical lines and any related aerial wires and transformers constructed or installed by Grantee in the Easement Area.

5. Covenants Run with the Land. All covenants, agreements and conditions contained in this Agreement shall be considered as running with the land.

6. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Ohio. If any term or provision of this Agreement shall, to any extent, become or be held to be invalid or unenforceable, the remaining terms and provisions shall be unaffected and shall be valid and enforceable in accordance with their terms. No waiver or breach of a covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. No amendment to this Agreement shall be valid or enforceable until the amendment has been executed by the parties hereto and recorded with the Greene County, Ohio Recorderôs office. This Agreement represents the complete agreement of the parties and any modification or amendment hereto shall be valid only if in writing and signed by all parties hereto. This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

Attachment 1

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

GRANTOR:

ANTIOCH COLLEGE CORPORATION,
an Ohio corporation for non-profit

By:_____
Name:_____
Title:_____

STATE OF OHIO, COUNTY OF GREENE, SS:

The foregoing instrument was acknowledged before me this _____ day of August, 2015, by _____, the _____ of Antioch College Corporation, an Ohio corporation for non-profit, on behalf of said corporation.

_____
Notary Public

GRANTEE:

VILLAGE OF YELLOW SPRINGS, OHIO,
an Ohio municipal corporation

By:_____
Patti Bates
Village Manager

STATE OF OHIO, COUNTY OF GREENE, SS:

The foregoing instrument was acknowledged before me this _____ day of August, 2015, by Patti Bates, Village Manager of Village of Yellow Springs, Ohio, an Ohio municipal corporation, on behalf of said municipal corporation.

_____
Notary Public

This Instrument Prepared By:
Amelia Blankenship, Esq.
Coolidge Wall Co., L.P.A.
33 West First Street, Suite 200
Dayton, Ohio 45402
w:\wdox\client\005306\00100\00766843.docx-2

Attachment 1

EXHIBIT A

1.5538 Acres

3 page legal description prepared by Louis A. Green and Associates
to be attached