

## TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (öAgreementö) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between **RONALD GILLUM AND LINDA GILLUM**, husband and wife (collectively, öGillumö), owners of the property legally described on attached Exhibit A (öGillum Propertyö), and **VILLAGE OF YELLOW SPRINGS, OHIO**, an Ohio municipal corporation, whose address is 100 Dayton Street, Yellow Springs, Ohio 45387 (the öVillageö together with Gillum, the öPartiesö).

Gillum, for good and valuable consideration, does hereby grant, bargain, sell and convey and release to the Village, its successors and assigns, a temporary exclusive easement over that portion of the Gillum Property depicted on attached Exhibit B (öEasement Areaö), for the purpose of creating an access road for the Village's and its designees' vehicular (including construction vehicles and related heavy machinery) and pedestrian passage in connection with the construction of a water plant (öConstruction Workö) to be located on Jacoby Road on Parcel No. F16-1-11-11 (öWater Plant Propertyö).

This Easement shall expire on the date that the Construction Work is complete such that the Village no longer needs the Easement Area for an access road for construction traffic to and from the Water Plant Property, and upon Gillum's request, the Village will promptly execute and record a release of this Easement for the Gillum's benefit. Upon the expiration of this Easement, the Village's designees will promptly and diligently restore the Easement Area to at least as good a condition as existed immediately prior to the commencement of the Construction Work, including re-seeding or re-strawing, if necessary.

Gillum reserves for themselves, and their successors and assigns forever, the right to use the Easement Area in any manner not inconsistent with the rights conveyed in this Agreement, including but not limited to the restriction that no buildings, structures, or other improvements shall be constructed within or upon the Easement Area.

All easements, covenants and conditions contained in this Agreement shall run with the land and shall be a burden on the Gillum Property.

This Agreement shall be construed in accordance with the laws of the State of Ohio. No amendment to this Agreement shall be valid or enforceable until has been executed by the parties hereto and recorded with the Greene County, Ohio Recorder's 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.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date first stated above.

**THE VILLAGE OF YELLOW SPRINGS**  
an Ohio municipal corporation

\_\_\_\_\_  
**RONALD GILLUM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
**LINDA GILLUM**

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Ronald Gillum and Linda Gillum.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of the Village of Yellow Springs, Ohio, an Ohio municipal corporation, on behalf of the Village of Yellow Springs, Ohio.

\_\_\_\_\_  
Notary Public

Prepared by:  
Christopher R. Conard, Esq.  
Coolidge Wall Co., L.P.A.  
33 West First St., Suite 600  
Dayton, OH 45402

## EXHIBIT A

### Legal Description of the Gillum Property

Located in Section 23, Town 4, Range 7, M.R.S., Xenia Township, Greene County, Ohio, and being further described as follows:

Beginning at a spike found at the intersection of the southerly right-of-way line of the North Scenic Bike Trail (former Little Miami Railroad) with the centerline of Jacoby Road;

Thence, in an eastwardly direction with said centerline for the following three courses:

1. South sixty-five degrees fifty-eight minutes fourteen seconds ( $65^{\circ}58'14''$ ) east for a distance of forty-one and  $68/100$  (41.68) feet to a spike found at an angle point;
2. In an eastwardly direction on a bearing of north eighty-seven degrees fifty minutes six seconds ( $87^{\circ}50'06''$ ) east for a distance of one thousand seven hundred seventy and  $85/100$  (1770.85) feet to an angle point, this course crosses the line between Sections 29 and 23, and passes an iron pin found at 1378.58 feet, and;
3. In a southeastwardly direction on a bearing of south forty-five degrees thirty-five minutes fifty-four seconds ( $45^{\circ}35'54''$ ) east for a distance of two hundred thirty-eight and  $47/100$  (238.47) feet to an iron pin found at the northeast corner of land conveyed to Hydebrook Farms, LLC. by deed recorded in Volume 1778, Page 121 of the Official Records of Greene County, Ohio, said pin being the true point of beginning for the land herein described;

Thence, in a southeastwardly direction with said centerline of Jacoby Road on a bearing of south forty-four degrees twenty-five minutes fifty-seven seconds ( $44^{\circ}25'57''$ ) east for a distance of three hundred seventy-four and  $37/100$  (374.37) feet to an iron pin set, this course passes a spike found at 263.30 feet;

Thence, in a northeastwardly direction with the northerly right-of-way line of Jacoby Road and southerly line of land conveyed to The Village of Yellow Springs by deed recorded in Volume 430, Page 23 of the Deed Records of Greene County, Ohio on a bearing of north fifty-four degrees

nine minutes thirty-nine seconds ( $54^{\circ}09'39''$ ) east for a distance of six hundred eighteen and  $75/100$  (618.75) feet to a corner in said Village of Yellow Springs land;

Thence, in a southwardly direction continuing with a line to said Village of Yellow Springs land and also being the centerline of Jacoby Road on a bearing of south forty-five degrees fifty-nine minutes fifty-eight seconds ( $45^{\circ}59'58''$ ) east for a distance of forty-one and  $27/100$  (41.27) feet to a P.K. spike set at the northeast corner of land conveyed-to Antioch University by deed recorded in Volume 147, Page 146 of said Deed Records;

Thence, in a westwardly becoming southwardly direction with the westerly line of said Antioch University land for the following six (6) courses:

1. South forty-nine degrees twenty-one minutes three seconds ( $49^{\circ}21'03''$ ) west for a distance of three hundred thirty-six and  $40/100$  (336.40) feet to an iron pin set;
2. South forty-three degrees eight minutes fifty-six seconds ( $43^{\circ}08'56''$ ) east for a distance of thirty-three and  $05/100$  (33.05) feet to an existing concrete monument with a bronze disc marked, "Antioch College-Glen Helen;"
3. South thirty-nine degrees thirty-six minutes twenty-seven seconds ( $39^{\circ}36'27''$ ) west for a distance of sixty-seven and  $54/100$  (67.54) feet to an iron pin set;
4. South sixteen degrees twenty-five minutes two seconds ( $16^{\circ}25'02''$ ) west for a distance of one hundred six and  $no/100$  (106.00) feet to an iron pin set;
5. South twenty-one degrees fifty-one minutes forty seconds ( $21^{\circ}51'40''$ ) east for a distance of sixty-six and  $22/100$  (66.22) feet to an iron pin set, and;
6. South fifty-nine degrees forty-three minutes twenty-two seconds ( $59^{\circ}43'22''$ ) east for a distance of two hundred twenty and  $67/100$  (220.67) feet to the southwest corner of said Antioch University land, said point being in the Little Miami River, a witness iron pin set bears north  $35^{\circ}42'40''$  east a distance of 64.76 feet;

Thence, in a westwardly direction with the north edge of water of said Little Miami River for

the following six (6) courses:

1. South eighty-eight degrees fifty-eight minutes twenty-three seconds ( $88^{\circ}58'23''$ ) west for a distance of two hundred forty-five and  $69/100$  (245.69) feet to a point;
2. North seventy-two degrees twenty-two minutes forty-five seconds ( $72^{\circ}22'45''$ ) west for a distance of sixty and  $10/100$  (60.10) feet to an angle point;
3. South eighty-three degrees fifty-nine minutes twenty-six seconds ( $83^{\circ}59'26''$ ) west for a distance of fifty-eight and  $36/100$  (58.36) feet to an angle point;
4. South fifty-four degrees thirty-one minutes forty-seven seconds ( $54^{\circ}31'47''$ ) west for a distance of one hundred fifty-three and  $74/100$  (153.74) feet to an angle point;
5. South fifty-one degrees twenty-seven minutes no seconds ( $51^{\circ}27'00''$ ) west for a distance of three hundred sixty-seven and  $11/100$  (367.11) feet to an angle point, and;
6. South fifty-one degrees twelve minutes one second ( $51^{\circ}12'01''$ ) west for a distance of four hundred sixty-seven and  $92/100$  (467.92) feet to a corner of land conveyed to Board of Greene County Park Commissioners by deed recorded in Volume 259, Page 364 of said Official Records;

Thence, in a northwestwardly direction with a line to said Park Commissioners land on a bearing of north fifty-one degrees four minutes eleven seconds ( $51^{\circ}04'11''$ ) west for a distance of fifty-five and  $31/100$  (55.31) feet to an iron pin set;

Thence, in a northeastwardly direction with a line to said Park Commissioners land on a bearing of north fifty-two degrees thirty-two minutes thirty-nine seconds ( $52^{\circ}32'39''$ ) east for a distance of six hundred forty-two and  $15/100$  (642.15) feet to an iron pin found at the southeast corner of said Park Commissioners land;

Thence, in a northwardly direction with a line to said Park Commissioners land and becoming the easterly line of said Hydebrook Farms, LLC land on a bearing of north two degrees thirty-nine minutes fifty-five seconds ( $02^{\circ}39'55''$ ) west for a distance of six hundred eighty-two

and  $37/100$  (682.37) feet to the true point of beginning and containing six and  $839/10,000$  (6.0839) acres and being subject to all easements and roadways of record, this course passes an iron pin found at 668.50 feet.

The reference bearing for this survey is north eighty-seven degrees fifty minutes six seconds ( $87^{\circ}50'06''$ ) east, which is the bearing for the centerline of Jacoby Road, as determined by previous survey recorded in Volume 27, Page 182, of the Survey Records of Greene County, Ohio.

The above-described tract contains a 2.00-acre tract and a 0.74-acre tract as conveyed to Dexter and Barbara W. Gillum by deed recorded in Volume 554, Page 663 of the Deed Records of Greene County, Ohio, and 3.3439-acres as conveyed to said Dexter and Barbara W. Gillum, said 3.3439 acres out of lands originally conveyed to Mary DeWine, widow by deed recorded in Volume 164, Page 38 of said Deed Records.

The above description is based on a field survey performed by Louis A. Green, Registered Surveyor Number 6147, State of Ohio completed January 3, 2005.

# EXHIBIT B

Depiction of the Easement Area

