

200300652140  
Filed for Record in  
GEAUGA COUNTY, OHIO  
MARY MARGARET MCBRIDE  
02-25-2003 At 03:08 PM.  
ESMT 178.00  
LAWYER 1383 Page 134 - 176

Instrument  
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134

### GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made this 17<sup>th</sup> day of December 2002 by and between Funtime Inc., d.b.a. Six Flags Worlds of Adventure, an Ohio Corporation, its successors and assigns, (the "Grantor") having an address at 1060 North Aurora Road, Aurora, Ohio 44202 and Ohio Stream Preservation, Inc. an Ohio not-for-profit corporation, its successors and assigns (the "Grantee") having an address at P.O. Box 23835 Chagrin Falls, Ohio 44023-0835.

\*1259/318

**WHEREAS**, Grantor is the owner in fee simple of certain real property by instrument recorded in Volume \*501, Page 36 of Geauga County records, and is situated in Bainbridge Township, County of Geauga, Ohio, consisting of approximately twenty-one (21) acres and more fully depicted on Exhibit A (Overall Development Plan), attached hereto; and

**WHEREAS**, the Grantor has proposed to construct a certain project on the real property depicted on Exhibit A, which project may have environmental impacts to certain surface water bodies located on the real property and will require the Grantor to obtain a 401 water quality certification from the Ohio Environmental Protection Agency ("OEPA") and a 404 Individual Permit from the Army Corps of Engineers ("ACOE"); and

**WHEREAS**, the Grantor and Grantee agree to be bound by the terms of this Conservation Easement and, per the Acceptance Agreement dated February 7, 2001, Grantor agrees to provide compensation as stated in said Agreement, to the Grantee for services performed related to this Conservation Easement; and

**WHEREAS**, in order to protect the quality of the surface waters located on the real property, the OEPA has required Grantor, as a condition of being issued a 401 water quality certification, to grant a Conservation Easement in and to a portion of the Grantor's real property, which is more specifically depicted on Exhibit B ("Greenbelt Corridor Preservation Plan") and more fully described in Exhibit C (Legal Description of the Greenbelt Corridor); and

**WHEREAS**, Grantee represents to Grantor that it is authorized to acquire and hold conservation easements for the purposes set forth herein under Section 5301.69 of the Ohio Revised Code; and

**WHEREAS**, the Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect the conservation values of the Greenbelt Corridor in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises and covenants contained herein, and other good and valuable consideration in hand paid, the parties hereto agree as follows:

- 1. Grant of Easement:** Grantor hereby grants and conveys to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the Greenbelt Corridor of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Greenbelt Corridor, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Greenbelt Corridor by Grantor, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantor covenants on behalf of itself, its heirs, successors and assigns with the Grantee, its successors and assigns, to do and

Gaugu Title Insurance  
Order No. 1261-02

refrain from doing, severally and collectively, upon the Greenbelt Corridor, the various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from such acts, and each thereof, is and will be for the benefit of Grantee.

2. **Term of Easement:** The easement granted hereunder shall bind and run with the land for a term of perpetual duration from and after the date that the Easement is filed for recording with the Recorder of Geauga County, Ohio, and shall have no expiration date. Article 10 of this Conservation Easement describes the process for termination of said easement.
3. **Conservation Values:** The Greenbelt Corridor possesses substantial value in conserving and protecting the physical, biological and chemical integrity of Tinkers Creek and the Chagrin River and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U. S. C. §1313 and §6111.041 of the Ohio Water Pollution Control Act. The specific conservation values of the Greenbelt Corridor have been documented in the application for ACOE Section 404 Permit No. 1999-03114(o) and have been recognized by the OEPA in the Grant of a Section 401 Certification, signed and recorded on August 31, 2001, and an Isolated Wetlands Permit #(B) 1999-03114(o), signed and recorded on August 15, 2001.

The specific condition and conservation values of the Greenbelt corridor have been documented in a "Baseline Documentation Report" attached hereto as Exhibit D and incorporated by reference herein, which includes any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Greenbelt Corridor at the time of the grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The parties acknowledge that the Baseline Documentation Report is an accurate representation of the Greenbelt Corridor at the time of this grant.

4. **Prohibited Actions:** Any activity on or use of the Greenbelt Corridor inconsistent with the purposes of this Conservation Easement or detrimental to the conservation values expressed herein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:
  - a. **Division:** Any division or subdivision of the Greenbelt Corridor beyond that shown on Exhibit B, unless such division or subdivision is made expressly subject to this Conservation Easement;
  - b. **Commercial Activities:** Commercial development or industrial activity;
  - c. **Construction:** The placement or construction of any man-made modifications, including but not limited to: buildings, structures, fences, mobile homes or trailers, advertising, billboards, camping accommodations, roads and parking lots; except that the installation, maintenance, repair and replacement of utilities necessary for those structures and appurtenances located or to be located within or adjacent to the Greenbelt Corridor, as depicted on Exhibits A and B, including but not limited to: existing gas and oil wells, pipeline easements, storm and sanitary sewers, water mains, electric and telephone and cable lines, storm detention/retention basins and all appurtenances thereto within designated utility easements, as shown on Exhibit B ("Utility Work"); and the installation, maintenance, repair and replacement of vehicular access roads, and pedestrian/bicycle trails as shown on Exhibits A and B.

Where areas of the Greenbelt Corridor are affected by the Utility Work as provided in this section, Grantor shall restore all such affected areas to their condition immediately prior to any Utility Work.

- d. **Destruction or Introduction of Vegetation and Animals:** The removal or destruction of native growth in the Greenbelt Corridor, the use of fertilizers, the spraying of herbicides, pesticides or biocides, the introduction of nonnative wild animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation, except that such removal or destruction may be undertaken for the following purposes:
- (1) The control or prevention of hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation; and,
  - (2) The removal of those portions of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation that physically block streams, Utility Work, or vehicular access, and pedestrian/bicycle trails; and,
  - (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying;
  - (4) Hunting or trapping as necessary to keep the animal population within numbers consistent with the ecological balance of the area; and,
  - (5) Utility Work and the installation, maintenance, repair and replacement of vehicular access and pedestrian/bicycle trails as shown on Exhibit B.
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Greenbelt Corridor, or doing any act that would alter the topography of the Greenbelt Corridor, except for the activities described in Article 4(c), and any such activities caused by the forces of nature.
- f. **Dumping:** The dumping or accumulation of any substance of any kind, nature, and description including but not limited to grass clippings or other yard debris, soil, trash, ashes, garbage, waste, or other unsightly or offensive material, or any placement of underground storage tanks, on or in the Greenbelt Corridor;
- g. **Water Courses:** Any alteration, dredging, straightening, filling, channelization impeding or diversion of the natural water courses, streams, wetlands, marshes, or other water bodies, located within the Greenbelt Corridor, and any use or activity which violates water quality standards within the Greenbelt Corridor, except for Utility Work;
- h. **Motorized Vehicles:** The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Greenbelt Corridor, except for monitoring efforts conducted by OSP, for Utility Work, work on access roads or work on pedestrian/bicycle trails, as set forth in Article 4(c);

- i. **Signage:** Advertising of any kind or nature to be located on or in the Greenbelt Corridor except for signs marking the boundaries as part of the Greenbelt Corridor in favor of the Grantee, or signs along the edge of the Greenbelt Corridor for traffic or safety requirements, and except as necessary to fulfill the obligations of Grantor under this Conservation Easement. Any proposed signage on or in the Greenbelt Corridor will be mutually agreed upon by Grantor and Grantee.
- j. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, or ecological integrity of the Greenbelt Corridor.

5. **Grantor's Rights and Responsibilities:** Grantor reserves to itself, and its successors and assigns, all rights accruing from its ownership of the Greenbelt Corridor, including the right to engage in or permit or invite others to engage in all uses of the Greenbelt Corridor that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. **Right to Convey:** The Grantor retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Greenbelt Corridor. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement, and the subsequent interest holder shall be bound by the terms and conditions hereof;
- b. **Right to Access:** Subject to the terms of this Conservation Easement with respect to prohibited uses and permitted uses, the Grantor shall retain the right of unimpeded access to the Greenbelt Corridor. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Greenbelt Corridor or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.
- c. **Actions Against Grantee:** In the event of a breach of this Conservation Easement, the Grantor may bring action against the Grantee for failing to fulfill its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice, as set forth herein to the Grantee, advising of the breach of duty and demanding that Grantee abide by the provisions of this Conservation Easement;
- d. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantee continues in its breach of duties or if the Grantee does not take substantial corrective measures within the Notice period, or if Grantee should fail to continue diligently to provide said duties, the Grantor may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantor include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Greenbelt Corridor, and/or an order compelling restoration of the Greenbelt Corridor;
- e. **Requirements for the Greenbelt Corridor:** The following minimum conditions shall apply to the Greenbelt Corridor:

- (1) The Grantor shall be responsible for clearly marking and identifying the Greenbelt Corridor boundaries prior to the first annual monitoring visit, which shall be no later than sixty (60) days from the execution of this Easement; and
  - (2) The Grantor shall be responsible for ensuring that contractors and/or workers involved in activities set forth in Article 4(c) have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is provided to such contractors or workers; and
  - (3) Construction debris shall not be placed in or discharged to any waterway, stream or buffer area within the Greenbelt Corridor, and shall be removed immediately should any such debris be present in said areas; and,
  - (4) That the mechanical equipment used to execute any and all work be operated in such a way as to minimize turbidity (i.e., stirring up sediment into the water) that could degrade water quality and adversely affect aquatic plant and animal life; and,
  - (5) Sediment and erosion controls shall be installed downstream from all construction areas which are within, adjacent to or abutting the Greenbelt Corridor Area, and shall remain in place during all excavation and restoration operations, including landscaping. Sediment and erosion controls shall not be removed until stabilization of the project site is satisfactorily complete; and,
  - (6) The Grantor shall be responsible for the maintenance of all Utility Work, and for maintenance and repair of vehicular access roads and pedestrian/bicycle trails in the Greenbelt Corridor. Should the Grantor fail to maintain the Utility Work, vehicular access roads or pedestrian/bicycle trails, Grantee may initiate those remedies provided for in Article 7 herein.
  - (7) All trash or nonconforming material that is dumped or placed on the Greenbelt Corridor shall be removed or cause to be removed by the Grantor immediately. In the event that the nonconforming material is placed by an adjacent landowner or party unknown to the Grantor, the Grantee and Grantor shall work collectively to locate and notify the offender and cause the material to be removed immediately by the offender. If the offender is not identified or is uncooperative, the Grantor shall be responsible for removal of the nonconforming material.
6. **Rights of Grantee:** The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Greenbelt Corridor:
- a. **Right to Enter:** The Grantee has the right to enter the Greenbelt Corridor at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided that such entry shall be upon prior written reasonable notice to the Grantor. The Grantor may use the Greenbelt Corridor without interference provided that the Grantor restricts his/her use to those permitted under this Conservation Easement. The Grantee has no right to permit others to enter the Greenbelt Corridor. The general public is not granted access to the Greenbelt Corridor under this Conservation Easement;

- b. **Right to Greenbelt Corridor:** The Grantee has the right to prevent any activity on or use of the Greenbelt Corridor that is inconsistent with the terms or purposes of this Conservation Easement;
  - c. **Right to Require Restoration:** To the extent required by state and federal law, the Grantee shall have the right to require the restoration of the areas or features of the Greenbelt Corridor which are damaged by any action prohibited by this Conservation Easement, provided, however, that Grantor is not responsible for damage to the Greenbelt Corridor which is caused by an Act of God.
  - d. **Right to Placement of Signs:** The Grantee shall have the right to place a reasonable number of small signs on the Greenbelt Corridor which identify the land as being protected by this Conservation Easement;
7. **Grantee's Remedies:** In the event of a breach of this Conservation Easement, the Grantee shall have the following remedies and shall be subject to the following limitations:
- a. **Actions Against Grantor:** In the event of a breach of this Conservation Easement, the Grantee may bring action against the Grantor for failing to fulfill its obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein to the Grantor, advising of the breach of duty and demanding that Grantor abide by the provisions of this Conservation Easement;
  - b. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantor continues in its breach of duties or if the Grantor does not take substantial corrective measures within the Notice period, or if Grantor should fail to continue diligently to provide said duties, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Greenbelt Corridor, and/or an order compelling restoration of the Greenbelt Corridor;
  - c. **Emergency Action:** If the Grantee determines that the use permitted by this Conservation Easement is, or is expected to be violated so to cause significant or irreparable damage to the physical, biological and/or chemical integrity of the Greenbelt Corridor, the Grantee will provide written notice to the Grantor. If, through reasonable efforts, the Grantor cannot be notified, or if the Grantee determines, in its sole discretion, that the circumstances justify prompt action to mitigate or prevent injury to the Greenbelt Corridor, then the Grantee may pursue its lawful remedies without awaiting the Grantor's opportunity to cure. Grantor shall not be liable for any costs arising from Grantee's failure to provide advance notice as set forth in Section 7 (b) above;
  - d. **Injunctive Relief for Actual or Threatened Non-Compliance:** Grantor acknowledges that actual or imminent threat of non-compliance under this Conservation Easement constitute immediate and irreparable harm. The Grantor

acknowledges that Grantee's remedies at law for any violation of the terms hereof are inadequate and Grantee is entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies;

- e. **Cumulative Remedies:** The preceding remedies of the Grantee are cumulative. Any or all of the remedies may be invoked by the Grantee if there is an actual or imminent threat of violation of this Conservation Easement. Grantee may not, however, receive more than one remedy (including without limitation, damages and injunctive relief) for the same injury or violation;
  - f. **Delay in Enforcement:** Notwithstanding the foregoing, any delay in enforcement shall not (by itself) be construed as a waiver of the Grantee's rights to enforce the terms of this Conservation Easement.
8. **Ownership Costs and Liabilities:** In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or property insurance of any kind related to ownership of the Greenbelt Corridor. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Greenbelt Corridor or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims. Notwithstanding the foregoing, Article 8 does not apply to losses caused by the negligence, actions or inaction of employees, agents and invitees of Grantee.
9. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall be conveyed by Grantee to another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Grantor, Grantee, ACOE and OEPA.
10. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain:
- a. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated: (1) by a written agreement of Grantor and Grantee which is approved by ACOE and OEPA; or (2) by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any termination of this Conservation Easement or involuntary conversion (by eminent domain) involving all or any portion of the Greenbelt Corridor, pursuant to such proceedings, and subsequent to such termination or extinguishment, shall be established by such agreement of termination (or by judicial proceeding in the event that no agreement is reached) or in the eminent domain proceeding, unless otherwise provided by Ohio law at the time, with respect to the division of condemnation proceeds.
  - b. **Eminent Domain:** If the Greenbelt Corridor is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance

with applicable laws and in proportion to the Grantee's interest in the Greenbelt Corridor at the effective date of this Conservation Easement.

11. **Recordation:** The Grantor or its successors and assigns shall record this instrument in a timely fashion in the official record of Geauga County, Ohio and shall re-record it at any time as may be required to preserve the Grantee's rights in this Conservation Easement.
12. **Assignment:** This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer, provided that such transfer is approved by Grantor which approval will not be unreasonably withheld or delayed.
  - a. **Requirements:** As a condition of such transfer, the Grantee and Grantor shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
  - b. **Designated Assignee:** It is hereby agreed by all parties that Bainbridge Township, through its Board of Trustees, will be the Designated Assignee in the event that the Grantee shall cease to exist, cease to be authorized to acquire and hold conservation easements or be unable to perform. Such assignment however, shall only go into effect after written notification of the occurrence of one of these contingencies. Until such notification, Bainbridge Township shall have no rights or obligations under this Conservation Easement.
13. **Liberal Construction and Section Headings:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Greenbelt Corridor. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.
14. **Notices:** For purposes of this Conservation Easement, notices may be provided to the parties, by personal delivery or by mailing a written notice to that party by first class mail, postage prepaid. Delivery will be complete upon depositing the properly addressed notice with the U. S. Postal Service.

The notice shall be served to the Grantor at:

Six Flags Worlds of Adventure  
Attn. Mr. Rick McCurley, General Manager  
1060 North Aurora Road  
Aurora, Ohio 44202

with a copy to its attorney at:

Porter, Wright, Morris & Arthur, LLP  
Attn. Mr. Christopher R. Schraff  
41 South High Street  
Columbus, Ohio 43215-6194

and



Petersen & Ibold  
Attn. Mr. Jerry A. Petersen, Esq.  
401 South Street  
Chardon, Ohio 44024

The notice shall be served to the Grantee at:  
Ohio Stream Preservation, Inc.  
P.O. Box 23835  
Chagrin Falls, Ohio 44023-0835

with a copy to its attorney at:  
Reddy, Grau and Meek  
Attn. Mr. David Meek  
5306 Transportation Blvd.  
Garfield Heights, Ohio 44125

The notice shall be served to the Designated Assignee (Bainbridge Township) at:  
Bainbridge Township Board of Trustees  
17826 Chillicothe Road  
Bainbridge Township, OH 44023

with a copy to its attorney at:  
Geauga County Prosecutor's Office  
Court Annex  
231 Main Street  
Chardon, Ohio 44024

15. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
16. **Subsequent Transfers:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Greenbelt Corridor and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Greenbelt Corridor shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor further agrees to provide written notice to the Grantee of the transfer of any interest at least thirty (30) days prior to the effective date of such transfer.
17. **Termination of Rights and Obligations:** A party's future rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the Greenbelt Corridor. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.
18. **Applicable Law:** This agreement shall be governed by, and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflicts of laws rules.

19. **Entire Agreement:** This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

(The rest of this page intentionally left blank.)

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year first above written.

WITNESSES:

Walter

GRANTOR

Funtime Inc., d.b.a. Six Flags Worlds of Adventure

By: Richard McCurley  
Authorized Signature

RICHARD M=CURLEY  
Print Name

Date: 12-17-02

WITNESSES:

Timothy P. Miller

Timothy P. Miller

GRANTEE

OHIO STREAM PRESERVATION, INC.

By: Jeffrey S. Markley  
Jeffrey S. Markley, Executive Director

By: Jeffrey J. Wilarski  
Jeffrey J. Wilarski, Secretary

Date: Nov 22, 2002

WITNESSES:

Susan K. Angelino

Roberta C. Nichols

\_\_\_\_\_

DESIGNATED ASSIGNEE

BAINBRIDGE TOWNSHIP BOARD OF TOWNSHIP TRUSTEES

By: Samuel F. Desiderio  
Samuel F. Desiderio

By: Charles S. Hesse  
Charles S. Hesse

By: Christopher Horn  
Christopher Horn

Date: Dec 23, 2002

STATE OF OHIO )  
 ) ss.  
COUNTY OF GEauga )

BEFORE ME, a Notary Public, in and for said County, personally appeared Richard McCurley, officer of Funtime Inc., d.b.a. Six Flags Worlds of Adventure, who said he is duly authorized in these presents, and that he acknowledges his signature to be his free act and deed, individually, and as such officer, and the free act and deed of said partnership and corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Bainbridge Township, Ohio, this 17<sup>th</sup> day of December, 2002.

Brenda G. Pierce  
Notary Public

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

BRENDA G. PIERCE  
Notary Public, State of Ohio  
Recorded in Portage County  
My Commission Expires 01-23-03

BEFORE ME, a Notary Public, in and for said County, personally appeared JEFFREY S. MARKLEY, Executive Director, Ohio Stream Preservation, Inc., and JEFFREY J. FILARSKI, Secretary, Ohio Stream Preservation, Inc. who said they are duly authorized in these presents, and that they acknowledge their signatures to be his free act and deed, individually, and as such Executive Director and Secretary, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Oakwood, Ohio, this 22<sup>nd</sup> day of NOVEMBER, 2002.

Judith A. Cence  
Notary Public

Judith A. Cence  
My Commission Expires August '04

STATE OF OHIO )  
 ) ss.  
COUNTY OF GEauga )

BEFORE ME, a Notary Public, in and for said County, personally appeared SAMUEL F. DESIDERIO, Bainbridge Township Trustee, CHARLES S. HESSE, Bainbridge Township Trustee, and CHRISTOPHER HORN, Bainbridge Township Trustee, who said they are duly authorized in these presents, and that they acknowledge their signatures to be his free act and deed, individually, and as such Bainbridge Township Board of Trustees, and the free act and deed of said Board.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Bainbridge Township, Ohio, this 23<sup>rd</sup> day of DECEMBER, 2002.

Linda L. Zimmerman  
Notary Public

LINDA L. ZIMMERMAN  
Notary Public, State of Ohio  
My Commission Expires 8-29-07  
Recorded in Geauga County



**ZARANEC SURVEYING CO.**  
*Professional Land Surveyors*

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**EXHIBIT "C"**  
**GREENBELT CORRIDOR**  
**Page 1**

Situated in the Township of Bainbridge, County of Geauga and State of Ohio and known as being part of Original Bainbridge Township Lots 29 and 30, Tract 3 and bounded and described as follows:

Beginning at the intersection of the northerly line of a parcel of land conveyed to Funtime, Inc. by Deed Volume 1259, Page 318 Official Records Geauga County and the northeasterly line of Kent Road, S.R. 43, 60.00 feet wide;

Thence South 51 degrees 23 minutes 47 seconds East along the said northeasterly line of S.R. 43, 381.45 feet to a point therein;

Thence North 38 degrees 36 minutes 13 seconds East, 5.00 feet a 5/8 inch iron pin with cap set and being the principal place of beginning of the parcel herein described;

Thence North 38 degrees 36 minutes 13 seconds East, 127.13 feet to a 5/8 inch iron pin with cap set;

Thence North 02 degrees 34 minutes 53 seconds East, 174.78 feet to a 5/8 inch iron pin with cap set;

Thence North 63 degrees 56 minutes 00 seconds East, 141.44 feet to a 5/8 inch iron pin with cap set;

Thence North 23 degrees 58 minutes 22 seconds East, 140.39 feet to a 5/8 inch iron pin with cap set;

Thence North 09 degrees 56 minutes 09 seconds East, 162.65 feet to a 5/8 inch iron pin with cap set;

Thence North 70 degrees 42 minutes 34 seconds West, 133.26 feet to a 5/8 inch iron pin with cap set;

Thence North 60 degrees 41 minutes 00 seconds West, 121.21 feet to a 5/8 inch iron pin with cap set;

Thence North 29 degrees 19 minutes 00 seconds East, 609.55 feet to a 5/8 inch iron pin with cap set;

Thence North 35 degrees 50 minutes 50 seconds East, 66.54 feet to a 5/8 inch iron pin with cap set;

Thence South 53 degrees 46 minutes 47 seconds East, 385.63 feet to a 5/8 inch iron pin with cap set;

Thence North 45 degrees 46 minutes 52 seconds East, 124.38 feet to a 5/8 inch iron pin with cap set;

Thence North 60 degrees 15 minutes 41 seconds East, 515.65 feet to a 5/8 inch iron pin with cap set;

Thence South 62 degrees 05 minutes 14 seconds East, 237.49 feet to a 5/8 inch iron pin with cap set;

Thence South 00 degrees 49 minutes 06 seconds West, 335.49 feet to a 5/8 inch iron pin with cap set;

Thence South 36 degrees 44 minutes 10 seconds West, 146.83 feet to a 5/8 inch iron pin with cap set;

Thence North 51 degrees 16 minutes 24 seconds West, 401.47 feet to a 5/8 inch iron pin with cap set;

Thence South 60 degrees 16 minutes 52 seconds West, 63.91 feet to a 5/8 inch iron pin with cap set;

**440) 543-1403**

Fax: (440) 543-8798  
Knowles Industrial Park  
16722 W. Park Circle Drive  
Chagrin Falls, Ohio 44023

John M. Zaranec, Jr.  
President



**ZARANEC SURVEYING CO.**  
*Professional Land Surveyors*

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**EXHIBIT "C"**  
**GREENBELT CORRIDOR**  
*Page 2*

Thence South 06 degrees 43 minutes 01 seconds West, 47.54 feet to a 5/8 inch iron pin with cap set;  
Thence South 36 degrees 45 minutes 11 seconds West, 23.39 feet to a 5/8 inch iron pin with cap set;  
Thence South 76 degrees 20 minutes 33 seconds West, 59.19 feet to a 5/8 inch iron pin with cap set;  
Thence South 44 degrees 29 minutes 41 seconds West, 58.78 feet to a 5/8 inch iron pin with cap set;  
Thence South 61 degrees 37 minutes 33 seconds West, 139.73 feet to a 5/8 inch iron pin with cap set;  
Thence South 34 degrees 00 minutes 51 seconds West, 83.37 feet to a 5/8 inch iron pin with cap set;  
Thence South 45 degrees 53 minutes 07 seconds West, 73.62 feet to a 5/8 inch iron pin with cap set;  
Thence South 20 degrees 44 minutes 26 seconds West, 66.25 feet to a 5/8 inch iron pin with cap set;  
Thence South 39 degrees 46 minutes 34 seconds West, 95.98 feet to a 5/8 inch iron pin with cap set;  
Thence South 40 degrees 43 minutes 32 seconds West, 51.23 feet to a 5/8 inch iron pin with cap set;  
Thence South 03 degrees 54 minutes 17 seconds West, 34.24 feet to a 5/8 inch iron pin with cap set;  
Thence South 05 degrees 58 minutes 35 seconds West, 119.45 feet to a 5/8 inch iron pin with cap set;  
Thence South 23 degrees 44 minutes 32 seconds West, 86.88 feet to a 5/8 inch iron pin with cap set;  
Thence South 55 degrees 22 minutes 19 seconds East, 374.45 feet to a 5/8 inch iron pin with cap set;  
Thence South 34 degrees 44 minutes 48 seconds West, 153.02 feet to a 5/8 inch iron pin with cap set;  
Thence South 47 degrees 30 minutes 33 seconds West, 473.91 feet to a 5/8 inch iron pin with cap set;  
Thence North 51 degrees 23 minutes 47 seconds West, 466.48 feet to the principal place of beginning and containing 914,760 square feet or 21.0000 acres of land as surveyed by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated November 2, 2002.

The bearings used in this description are to an assumed meridian and are intended to indicate angles only.

(440) 543-1403  
Fax: (440) 543-8798  
Knowles Industrial Park  
16722 W. Park Circle Drive  
Chagrin Falls, Ohio 44023

John M. Zaranec, Jr.  
President

Instrument  
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## ZARANEC SURVEYING CO.

*Professional Land Surveyors*

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PARCEL "H"  
GAS EASEMENT  
0.1488 ACRE PARCEL

Situated in the Township of Bainbridge, County of Geauga and State of Ohio and known as being part of Original Bainbridge Lot 30 and bounded and described as follows:

Beginning at the intersection of the easterly line of land conveyed to Northfield Park Associates by Deed Volume 1259, Page 310 Official Records Geauga County and the southerly line of land conveyed to Consolidated Rail Corp. by Volume 47, Page 212 Geauga County Deed Records;

Thence South 29 degrees 19 minutes 00 seconds West along the easterly line of said Northfield Park Associates., 995.35 feet to a point therein;

Thence South 60 degrees 41 minutes 00 seconds East, 103.97 feet to a point;

Thence South 17 degrees 53 minutes 56 seconds East, 181.23 feet to a point;

Thence South 77 degrees 24 minutes 15 seconds East, 6.79 feet to a point;

Thence South 12 degrees 35 minutes 45 seconds West, 35.00 feet to a point;

Thence North 77 degrees 24 minutes 15 seconds West, 30.00 feet to a point;

Thence North 12 degrees 35 minutes 45 seconds East, 35.00 feet to a point;

Thence North 17 degrees 53 minutes 56 seconds West, 161.62 feet to a point;

Thence North 60 degrees 41 minutes 00 seconds West, 96.13 feet to a point;

Thence North 29 degrees 19 minutes 00 seconds East, 20.00 feet to the place of beginning and containing 6,480 square feet or 0.1488 acres of land as calculated by John M. Zaranec Jr., for Zaranec Surveying Co. dated August , 2001.

The courses used in this description are based on an assumed meridian and are intended to indicate angles only.

**440) 543-1403**

Fax: (440) 543-8798

Knowles Industrial Park

16722 W. Park Circle Drive

Chagrin Falls, Ohio 44023

John M. Zaranec, Jr.  
President