

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made this 16th day of May 2003 by and between the Village of Middlefield, a State of Ohio municipal corporation, its successors and assigns, (the "Grantor") having a mailing address at P.O. Box 1019, Middlefield, Ohio 44062 and a street address at 14860 North State Avenue, Middlefield, Ohio 44062 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.

WHEREAS, the Grantor is the owner in fee of certain real property situated in Geauga County, Ohio, which is more particularly identified and depicted on the Map attached hereto as "Exhibit A", and which is described in the Legal Description attached hereto as "Exhibit B" and which is hereinafter referred to as the Wellfield Recharge Preserve ("Preserve").

WHEREAS, the Grantor has proposed to construct a certain project, which project may have environmental impacts to certain surface water bodies, and will require the Grantor to obtain a 401 water quality certification from the Ohio Environmental Protection Agency ("OEPA") and a 404 Permit from the U.S. Army Corps of Engineers (ACOE); and

WHEREAS, in order to provide for partial mitigation which will serve to protect a large wetland system that surrounds portions of Tare Creek and the East Branch of the Cuyahoga River, the OEPA and ACOE have required that Grantor, as a condition of being issued a 401 water quality certification (#021863, dated Feb. 26, 03) and a 404 permit (2002-009, dated April 10, 2003), grant a Conservation Easement in and to the Preserve; and 62(1)

WHEREAS, Grantor is the owner of certain additional property, located immediately adjacent to the Preserve, which is more particularly identified and depicted on the Map attached hereto as "Exhibit C", and which is described in the Legal Description attached hereto as "Exhibit D" which property is hereinafter referred to as the "Access Parcel"; 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, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect the conservation values of the Preserve for the benefit of this generation and generations to come.

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 Conservation Easement:** Grantor hereby grants and conveys to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the Preserve of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Preserve, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Preserve 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 refrain from doing, severally and collectively, upon the Preserve, the various acts hereinafter described, it

being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, is and will be for the benefit of Grantee.

2. **Grant of Limited Access Easement:** Grantor hereby grants and conveys to Grantee, its successors and assigns, on a non-exclusive basis, (and in common with the rights of Grantor and its successors and assigns) on and over the Access Parcel for the sole purpose of providing Grantee, Grantee's successors and assigns and all of their respective employees and agents, access to the Preserve to effect Grantee's rights as provided in this Conservation Easement.
3. **Term of Easements:** The Conservation Easement and the Limited Access Easement granted hereunder shall be perpetual and shall have no expiration date.
4. **Conservation Values:** The Preserve possesses substantial value in conserving and protecting the physical, biological and chemical integrity of the Tare Creek and East Branch of the Cuyahoga River watershed 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 Preserve have been documented in the application for ACOE Section 404 Permit 2002-00962(1) and have been recognized by the OEPA in the grant of a Section 401 Water Quality Certification, # 021863.

The specific condition and conservation values of the Preserve have been documented in a "Baseline Documentation Report" attached hereto as Exhibit E 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 Preserve 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 Preserve at the time of this grant.

5. **Prohibited Actions:** Any activity on or use of the Preserve 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 Preserve;
 - 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;
 - d. **Destruction or Introduction of Vegetation and Animals:** The removal or destruction of native growth in the Preserve, 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;
 - (2) The removal of those portions of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation that physically block streams;
 - (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying and ;
 - (4) Hunting or trapping as necessary to keep the animal population within numbers consistent with the ecological balance of the area.
- e. **Land Surface Alterations**: The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Preserve, or doing any act that would alter the topography of the Preserve;
 - 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 Preserve;
 - 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 Preserve, and any use or activity which violates water quality standards within the Preserve;
 - h. **Motorized Vehicles**: The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Preserve, except for monitoring efforts conducted by OSP;
 - i. **Signage**: Advertising of any kind or nature to be located on or in the Preserve except for signs marking the boundaries as part of the Preserve in favor of the Grantee, or signs along the edge of the Preserve 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 Preserve 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 Preserve.
6. **Grantor's Rights and Responsibilities**: Grantor reserves to itself, and its successors and assigns, all rights accruing from its ownership of the Preserve, including the right to engage in or permit or invite others to engage in all uses of the Preserve 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 Preserve. 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 Maintain:** The Grantor retains the right to maintain, renovate and replace any existing access road(s), on the Preserve as noted on Exhibit A in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure, and requires the Grantee's prior written approval.
- c. **Right to Access:** A temporary access easement to the Preserve, (which is in addition to the Limited Access Easement described above) which easement is provided by an adjacent property owner to the Grantor, is shown on Exhibit A and described on Exhibit B. 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 Preserve. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Preserve or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.
- d. **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. Grantee agrees to indemnify Grantor, including any affiliated entities, directors and employees, against all claims, losses, liabilities or expenses arising out of this Conservation Easement unless caused by the gross negligence or willful misconduct of the Grantor.
- e. **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 Preserve, and/or an order compelling restoration of the Preserve.
- f. **Requirements for the Preserve:** The following minimum conditions shall apply to the Preserve:
- (1) The Grantor shall be responsible for clearly marking and identifying the Preserve boundaries prior to the baseline documentation visit;
 - (2) The Grantor shall be responsible for ensuring that contractors and/or workers which Grantor has been notified are involved in activities near or adjacent to the

Preserve have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is provided to such contractors or workers;

- (3) Neither Grantor nor its contractors shall place or discharge construction debris in or to any waterway, stream or buffer area within the Preserve, and Grantor shall remove such debris immediately should any such debris be present in said areas;
- (4) The mechanical equipment used in the Preserve to execute any and all work shall 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;
- (5) Sediment and erosion controls shall be installed downstream from all construction areas which are within the operation and control of Grantor and which are within, adjacent to or abutting the Preserve, 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) All trash or nonconforming material that is dumped or placed on the Preserve 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.

7. **Rights of Grantee:** The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Preserve:
 - a. **Right to Enter:** The Grantee has the right to enter the Preserve, through the Access Easement, at reasonable times to monitor or to enforce compliance with this Conservation Easement. The Grantor may use the Preserve 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 Preserve. The general public is not granted access to the Preserve under this Conservation Easement.
 - b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Preserve that is inconsistent with the terms or purposes of this Conservation Easement.
 - c. **Right to Require Restoration:** The Grantee shall have the right to require the restoration of the areas or features of the Preserve which are damaged by any activity inconsistent with this Conservation Easement. The Grantee may not bring an action against the Grantor for modifications occurring to the Preserve which result from causes beyond the Grantor's control. Examples include, without limitation: unintentional fires, storms, natural earth movement, trespassers or the Grantor's well-intentioned actions in response to an emergency which result in changes to the Preserve. The Grantor has no responsibility under this Conservation Easement for such unintended modifications. The Grantee may, however, bring an action against

another party for modifications that impair the conservation values identified in this Conservation Easement.

- d. **Right to Placement of Signs:** The Grantee shall have the right to request a reasonable number of small signs be placed on the Preserve by the Grantor which identify the land as being protected by this Conservation Easement.

8. **Grantee's Remedies:** In the event of a breach of this Conservation Easement by the Grantor, 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 comply with 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 Preserve, and/or an order compelling restoration of the Preserve.
- 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 Preserve, 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 Preserve, 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 Paragraph 8 (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 may constitute immediate and irreparable harm. The Grantor acknowledges that Grantee's remedies at law for any violation of the terms hereof may be inadequate and Grantee may be 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.
9. **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 Preserve. 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 Preserve or otherwise. Notwithstanding the foregoing, this Paragraph 9 does not apply to losses caused by the negligence, actions or inaction of employees, agents and invitees of Grantee.
10. **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 written consent of Grantor, Grantee, ACOE and OEPA.
11. **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 Preserve, 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 Preserve 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 Preserve at the effective date of this Conservation Easement.
12. **Recordation:** The Grantor or its successors and assigns shall record this instrument in a timely fashion in the official records of Geauga County, Ohio and shall re-record it at any time as may be required by Grantee to preserve the Grantee's rights in this Conservation Easement.

13. **Assignment:** This Conservation Easement is transferable by Grantor or Grantee, 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 first approved in writing by Grantor which approval will not be unreasonably withheld or delayed.
- a. **Requirements:** As a condition of such transfer, and subject to the provisions of Paragraph 11 of this Conservation Easement, the Grantee and Grantor shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
14. **Liberal Construction:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Preserve. 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.
15. **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:

Village of Middlefield
Attn. Mr. Daniel Weir, Village Administrator
P.O. Box 1019
Middlefield, Ohio 44062

The notice shall be served to the Grantee at:

Ohio Stream Preservation, Inc.
P.O. Box 23835
Chagrin Falls, Ohio 44023-0835

16. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this Conservation Easement will remain in full force and effect.
17. **Subsequent Transfers:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Preserve and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Preserve 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 of Grantor in the Preserve at least thirty (30) days prior to the effective date of such transfer.
18. **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 Preserve. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.

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

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

GRANTOR

Village of Middlefield

By: Daniel A. Weir 4/14/03
Daniel Weir, Village Administrator Date:

STATE OF OHIO)
) ss.
COUNTY OF GEauga)

BEFORE ME, a Notary Public, in and for said County, personally appeared Daniel Weir, Village Administrator for the Village of Middlefield, Ohio, 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 employee, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at MIDDLEFIELD, Ohio, this 14th day of APRIL, 2003.

Bethann Petronio
Notary Public

BETHANN PETRONIO
Notary Public • State of Ohio
My Commission Expires 11-23-03
Recorded in Geauga County

APPROVED:

By: Thomas J. Lee 8/28/03
Thomas J. Lee, Village Solicitor Date

Prepared By: Ohio Stream Preservation, Inc.

GRANTEE

Ohio Stream Preservation, Inc.

By: Jeffrey S. Markley 5/16/03
Jeffrey S. Markley, Executive Director Date:

By: Jeffrey J. Filarski MAY 16 2003
Jeffrey J. Filarski, Secretary Date:

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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 each acknowledges his signature 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 16 day of MAY, 2003.

[Signature]

Notary Public





Exhibit "A"

Record Owner: _____
Prior Volume and Page: _____

STATE OF OHIO
COUNTY OF GEauga

AFFIDAVIT FOR LOT SPLIT
18-091116

William Poole JR., being first duly sworn, deposes and says:
(Grantee)

1) I am presenting an instrument of conveyance from Mervin P. Miller
to Village of Middlefield

for real property located in Middlefield Twp., Tract _____, Lot or Section No.
11, which was executed the 27th day of MAY, 2002.

2) This conveyance is exempt from the provisions of Chapter 711 of the Revised Code for the following reason:

_____ The division or partition of land is into parcels of more than five acres and does not involve any new street(s) or easement(s) of access.

The division or partition is a sale or exchange of parcels between adjoining lot owners and such sale or exchange does not create additional building sites.

_____ The improvement is a private street(s) serving an industrial structure(s).
(See attached legal description)

3) That I understand that this conveyance must comply with current applicable Middlefield Township zoning requirements.
(Township or Village)

William Poole Jr
Signature of Affiant (Grantee)
WILLIAM POOLE JR, MAYOR OF MIDDLEFIELD
Address: VILLAGE OF MIDDLEFIELD
14860 N. STATE STREET
MIDDLEFIELD, OH. 44062

Sworn to and subscribed before me this 27th day of April 2002

BETHANN PETRONIO
Notary Public • State of Ohio
My Commission Expires: 11-23-03
Recorded in Geauga County

Bethann Petronio
Notary Public

Prepared by: _____
Address: _____

Rev 9/2000

Know All Men by These Presents

That, Mervin P. Miller/ unmarried,
aka Mervin Miller, the Grantor,
for ~~the consideration of~~ valuable and sufficient consideration ~~XXXXXX~~,
~~XXXXXXXXXX~~ received to his full satisfaction of The Village of Middlefield, Ohio, a
Municipal Corporation.
Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors, the Grantee, do es
~~XXXXXX~~ and assigns, the following described premises,
situated in the Township of Middlefield, County of Geauga
and State of Ohio:

(See Exhibit "A" attached hereto and made a part hereof),

REAL PROPERTY TRANSFER TAX
~~NO TRANSFERRED AND PAID~~

REAL PROPERTY TRANSFER TAX Fee \$
~~TRANSFERRED AND PAID~~ Tracy A. Jemison, County Auditor

By: S. Kotapis

NECESSARY 200200627219
SEP 12 2003 Filed for Record in
EXEMPT GEauga COUNTY, OHIO
MAY 03 2002 MARY MARGARET MCBRIDE
05-03-2002 At 09:13 AM.
DEED 18.00
OR Book 1477 Page 544 - 546

Fee \$ Exempt
Tracy A. Jemison, County Auditor

By: Becky McCartney

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee its successors ~~heirs~~ and assigns forever.

And Mervin P. Miller, the said Grantor, ~~des~~for himself and his heirs, executors and administrators, covenant with the said Grantee ~~its~~ SUCCESSORS ~~heirs~~ and assigns, that at and until the ensembling of these presents, Grantor is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except restriction conditions, reservations and easements of record which do not materially and adversely affect the use and value of the property, current taxes and assessments, both general and special, not yet payable, and zoning ordinances, if any.

and that Grantor will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee ~~its~~ successors ~~heirs~~ and assigns, against all lawful claims and demands whatsoever

~~And for valuable consideration~~XX

~~XXXXXX~~

~~XXXXXX~~ ~~release and forever quit claim unto the said Grantee~~ ~~XXXXXX~~ ~~heirs and assigns~~ ~~XXXXXX~~ ~~and~~ ~~XXXXXX~~ ~~with~~ ~~XXXXXX~~ ~~and~~ ~~XXXXXX~~ ~~the~~ ~~XXXXXX~~ ~~above~~ ~~described~~ ~~premises.~~

In Witness Whereof we have hereunto set our hand s, the 27th day of April, 2002 ,
~~XXXXXX~~ ~~the~~ ~~XXXXXX~~ ~~year~~ ~~of~~ ~~our~~ ~~lord~~ ~~one~~ ~~thousand~~ ~~and~~ ~~two~~ ~~hundred~~ ~~and~~ ~~two~~

Signed and acknowledged in presence of

Mervin Miller
Mervin P. Miller

CH- 86170e

**DESCRIPTION FOR
MERVIN P. MILLER
6.980 ACRES**

Situated in the Township of Middlefield, County of Geauga and State of Ohio, being part of Original Lot No. 11 within said township and further described as follows:

Beginning at a 5/8 inch iron pin found at the southeast corner of land conveyed to Marvin L. Miller by deed recorded in Vol. 905, Pg. 421 of the Geauga County Records of Deeds, said point of beginning also being an angle in the northerly line of land conveyed to The Village of Middlefield by deed recorded in Vol. 1180, Pg. 412 of the Geauga County Records of Deeds;

Thence North 04° 39' 49" West a distance of 1029.45 feet to a 5/8 inch iron pin found at the southeast corner of land conveyed to Matthew Manno by deed recorded in Vol. 879 , Pg. 254 of the Geauga County Records of Deeds;

Thence South 87° 17' 17" East a distance of 504.93 feet to a 5/8 inch iron pin found at a northwest corner of the aforementioned Village of Middlefield land;

Thence South 03° 38' 54" East along a west line of the said Village of Middlefield land a distance of 191.40 feet to a 5/8 inch iron pin found at an angle point;

Thence South 28° 05' 09" West along a northwesterly line of the said Village of Middlefield land a distance of 919.40 feet to the place of beginning, containing within said bounds 6.980 acres of land according to the survey of J. Arthur Temple, Registered Surveyor No. 4761 dated October 2001.

Bearings shown herein are based on an assumed meridian and are used to indicate angles only.

Previous recording: Vol. 1352, Pg. 1138.

Reviewed by RK A
Date 5-3-02
GEAUGA COUNTY AUDITOR
RK A
9-12-03

SURVEY PLAT & LEGAL DESCRIPTION
APPROVED PER R.C. 315.251

R.S. 10/24/01
OFFICE OF THE
GEAUGA COUNTY ENGINEER

Instrument 2002006627219 Book OR 1477 Page 545



Exhibit "C"

Exhibit "D"

LEGAL DESCRIPTION FOR ACCESS PARCEL

A parcel situated in the Township of Middlefield, County of Geauga and State of Ohio; and described as follows: 80.78 acres of land in Lots Nos. 10 and 11 in Middlefield Township, Geauga County, Ohio, bounded: Beginning in the centerline of the County Road running from Huntsburg to Burton at a point where the west margin line of the State Road running through said township of Middlefield crosses the centerline of said County Road; thence south $69^{\circ} 45'$ west along the centerline of said County Road 3.28 chains; thence north $27^{\circ} 15'$ west 6 chains and 18 links; thence north $87^{\circ} 30'$ west 19.34 chains to land formerly owned by O.A. Moffett; thence south $2^{\circ} 30'$ west along the east line of said Moffett's land 20 chains to the lot line; thence south $87^{\circ} 30'$ east along said lot line 1.88 chains; thence south $2^{\circ} 30'$ west along the east line of said Moffett's land 28.27 chains to the centerline of the Cuyahoga River Ditch; thence north $58^{\circ} 40'$ east along the centerline of said ditch 14 chains; thence south $87^{\circ} 30'$ east 3.75 chains; thence north $3^{\circ} 30'$ east 15.11 chains; thence north 73° east 16.27 chains to the west margin of said State Road; thence north $22^{\circ} 45'$ west along the west margin of said State Road 17.37 chains to the place of beginning. Containing as surveyed December 11, 1883, by E.L.F. Phelps, County Surveyor of said County (Gauga) 94.89 acres of land.

EXCEPTING AND RESERVING 12.24 acres of land heretofore deeded to Edward T. Johnson lying upon the north side of said County Road leading from Huntsburg to Burton, and being all the lands within the above boundaries lying on the north side of said County Road. For further description see Geauga County Records of Deeds, Vol. 89, Pages 105 and 106, and Vol. 92, Pages 97 and 98.

ALSO EXCEPTING AND RESERVING 1.87 acres of land in Lot No. 10 in Middlefield Township, and bounded as follows: Beginning on the division line between land of F.P. and Mary Work and Lands formerly owned by one Moffett, and running thence north $73^{\circ} 45'$ east 345 feet; thence by a curve to the left with a radius of 2885 feet, 300 feet; thence north $68^{\circ} 35'$ east 1393 feet to the highway; thence north along said highway 40 feet; thence south $68^{\circ} 31'$ west 1393 feet; thence by a curve to the right with a radius of 2845 feet, 300 feet; thence south $73^{\circ} 45'$ west 345 feet to said division line; thence south 40 feet to the place of beginning. Containing 1.87 acres of land and being the same land deeded by F. P. and Mary Work, husband and wife, to Pittsburgh, Painesville and Fairport Railway Company, on August 6, 1890, which deed is recorded in Vol. 99, Pg. 214, of the Records and Deeds of Geauga County, Ohio. AND EXCEPTING 70.78 acres conveyed to O. & K. Mullett by Deed recorded in Vol. 346, Page 588, Geauga County Records of Deeds being the same more or less but subject to all legal highways. Intending to convey 10 acres of land. **Prior Deed Reference in Vol. 934, Page 657.**