

**GRANT OF CONSERVATION EASEMENT**

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This Grant of Conservation Easement, is made this 6 TH day of OCTOBER, 2003 by and between Duke Construction Limited Partnership, an Indiana limited partnership, its successors and assigns ("Grantor"), having an address at 6150 Oak Tree Boulevard, Suite 550, Cleveland, OH 44131 and Ohio Stream Preservation, Inc. ("OSP"), an Ohio not-for-profit corporation, its successors and assigns ("Grantee"), having an address at P.O. Box 23835, Chagrin Falls, OH 44023.

**WHEREAS**, Grantor is the owner in fee simple of certain real property by deed recorded as instrument No. 200006051004 of Cuyahoga County records, and is situated in the city of Strongsville, county of Cuyahoga, Ohio, depicted on the Conceptual Master Plan ("Exhibit A"), attached hereto and made a part hereof, which real property is hereinafter referred to as the Strongsville Industrial Park ("Development"); 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 United States Army Corps of Engineers ("ACOE"); and

**WHEREAS**, in order to protect the quality of the surface waters located on the real property, the ACOE and the OEPA have required that Grantor, as a condition of being issued a 404 Individual Permit and a 401 water quality certification, grant a Conservation Easement in and to a portion of the Grantor's real property, consisting of approximately 8.98 acres in three (3) separate blocks and fully described in the Legal Description of the Environmental Easement Area (Exhibit B), and more fully depicted on the recorded Plat or Plats (Exhibit C) and hereinafter referred to as the Environmental Easement ("Easement Area"); and

**WHEREAS**, Section 5301.69 of the Ohio Revised Code authorizes Grantee to acquire and hold conservation easements for the purposes set forth herein; 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 Easement Areas 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, 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 Easement Areas of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Easement Areas, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Easement Areas 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 Easement Areas, 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 be perpetual and shall have no expiration date.
3. **Conservation Values:** The Easement Areas possesses substantial value in conserving and protecting the physical, biological and chemical integrity of the tributary to the Rocky 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 Easement Areas have been documented in the application for ACOE Section 404 Permit No. 2000-02899 (0) dated October 26, 2000 and in the OEPA Grant of Section 401 Certification and Dredge and Fill Permit 2001-00503(0), dated May 1, 2001.

A Baseline Documentation Report ("Exhibit D") and incorporated by reference herein, may consist of any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Easement Areas 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 Easement Areas at the time of this grant.

4. **Prohibited Actions:** Any activity on or use of the Easement Areas 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 Easement Areas beyond that shown on Exhibit A;
  - b. **Commercial Activities:** Commercial development, commercial recreational use, or industrial activity;
  - c. **Construction:** The placement or construction of any man-made modifications including but not limited to buildings, structures, fences, mobile homes, advertising, billboards, camping accommodations, roads, parking lots and utilities, except the installation, maintenance, repair and replacement of storm sewers and stormwater detention/retention basins and all appurtenances ("Utility Work") thereto within the designated utility easements as shown on Exhibit C. Where the Utility Work as provided in this section affects the Easement Areas, Grantor shall restore all such affected Easement Areas to their condition immediately before any Utility Work.
  - d. **Destruction or Introduction of Vegetation and Animals:** The removal or destruction of native growth in the Easement Areas, including without limitation 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 as approved in writing by the Grantee, and limited to the following purposes:

- (1) The control or prevention of imminent 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 or Utility Work; and,
  - (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; and,
  - (5) Utility Work as described in Article 4(c).
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Easement Areas, or doing any act that would alter the topography of the Easement Areas, except for the activities outlined in Article 4(c), and that 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;
  - g. **Water Courses:** Alteration of the natural water courses, streams, wetlands, marshes, or other water bodies, and their adjacent riparian buffer areas, and any use or activity detrimental to water purity on the Easement Areas, except for those activities listed in Article 4c;
  - h. **Motorized Vehicles:** The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Easement Areas, except as necessary to fulfill the obligations outlined in Article 4(c);
  - i. **Signage:** Advertising of any kind or nature to be located on or in the Easement Areas except for signs marking the boundaries as part of the Easement Areas in favor of the Grantee, and except as necessary to fulfill the obligations herewith and with the prior written permission of the Grantee;
  - j. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, or ecological integrity of the Easement Areas.
5. **Grantor's Rights and Responsibilities:** Grantor reserves to itself, and its successors and assigns, all rights accruing from its ownership of the Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Easement Areas 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 Easement Areas. 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 Easement Areas. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Easement Areas 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 fulfil 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 Easement Areas, and/or an order compelling restoration of the Easement Areas;
- e. **Requirements for the Easement Areas:** The following minimum conditions shall apply to the Easement Areas:
  - (1) The Grantor shall be responsible for ensuring that contractors and/or workers involved activities listed in Article 4(c) have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is at the project site throughout the period the work is underway; and,
  - (2) Construction debris shall be prevented from entering the waterway, stream or buffer area, and shall be removed immediately should any such debris be present in said areas; and,
  - (3) 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,
  - (4) Best Management Practices (BMP's) including silt controls be installed downstream from all construction areas adjacent to or abutting the Easement Areas and shall remain in place during all excavation and restoration operations including landscaping. Said controls shall not be removed until stabilization of the project site is satisfactorily complete; and,

- (5) That all installed landscaping along the edge of any stormwater retention basin and maintenance of said landscaping, including mowing and fertilization, be no closer to the waterway or stream than the designated buffer adjacent to said waterway or stream; and,
  - (6) Until the dedication and acceptance of the utilities by government authorities or utility companies having jurisdiction, the Grantor shall be responsible for the liability and maintenance of all Utility Work; and,
  - (7) All trash or nonconforming material that is dumped or placed on the Easement Areas 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 Easement Areas:
- a. **Right to Enter:** The Grantee has the right to enter the Easement Areas 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 Easement Areas 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 Easement Areas. The general public shall not be granted access to the Easement Areas under this Conservation Easement;
  - b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Easement Areas 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 Easement Areas which are damaged by any action prohibited by this Conservation Easement;
  - d. **Right to Placement of Signs:** The Grantee shall have the right to place a reasonable number of small signs on the Easement Areas 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 fulfil 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 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 Easement Areas, and/or an order compelling restoration of the Easement Areas;
- 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 water course, 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 Easement Areas, 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 threatened events 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 threatened 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 Easement Areas. 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 Easement Areas



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.

9. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Grantor and The City of Aurora.
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 only by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Easement Areas, pursuant to such proceedings, subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided in (b) below with respect to the division of condemnation proceeds. The Grantee shall use any such proceeds in a manner consistent with the purposes of this Conservation Easement;
  - b. **Eminent Domain:** If the Easement Areas 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 Easement Areas at the effective date of this Conservation Easement.
11. **Recordation:** The Grantor, its successors and assigns shall record this instrument, Exhibits A, B, C and D, any plat or plats that reference current or future phases of development, and any other documents that may be required, in a timely fashion in the official record of Cuyahoga County, Ohio and shall re-record it at any time as may be required to preserve the Grantee's rights in this Conservation Easement. A copy of the recorded documents shall be provided to Grantee.
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. 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.
13. **Liberal Construction and Section Headings:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Easement Areas. 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 either party, 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:

Duke Construction Limited Partnership  
6150 Oak Tree Boulevard  
Suite 550  
Cleveland, Ohio 44131

with a copy to its attorney at:

Kellye J. Bowers  
Corporate Attorney  
600 E. 96<sup>th</sup> Street  
Suite 100  
Indianapolis, Indiana 46240

The notice shall be served to the Grantee at:

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

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 Easement Areas and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Easement Areas shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor shall incorporate the terms of this Conservation Easement, by reference, in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Easement Areas, including, without limitation, a leasehold interest. Grantor further agrees to provide written notice to the Grantee of the transfer of any interest at least thirty (30) days before 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 Easement Areas. Liability for acts or omissions occurring before 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.

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The undersigned Grantor, Duke Realty Corporation, of the land shown herein, hereby certifies that this Grant of Conservation Easement correctly represents Strongsville Industrial Park and does hereby accept this Grant of Conservation Easement.

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

**WITNESSES:**

Doreen Gazzo-Mitchell  
Date: 10/6/03

**GRANTOR**

Duke Construction Limited Partnership

By: Daniel P. MacNeil  
Printed Name: Daniel P. MacNeil  
Title: Construction Manager  
Date: 10/6/03

STATE OF OHIO )  
COUNTY OF Cuyahoga ) ss.

**BEFORE ME**, a Notary Public, in and for said county and state, personally appeared the above-named, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, individually, and the free act and deed of Duke Construction Limited Partnership for the purpose therein expressed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 6<sup>th</sup> day of October, 2003.

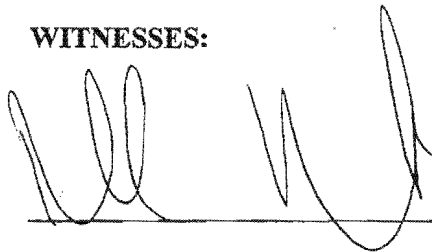
Doreen Gazzo-Mitchell  
Notary Public

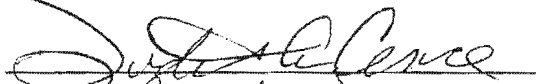
**DOREEN GAZZO-MITCHELL**  
Notary Public, State of Ohio  
Recorded in Medina County  
My Commission Expires 10-3-04

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**WITNESSES:**

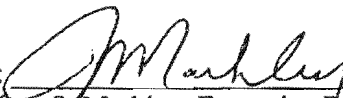


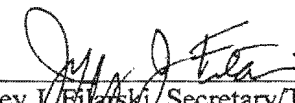


Date: Sept 26, 2003

**GRANTEE**

**OHIO STREAM PRESERVATION, INC.**

By:   
Jeffrey S. Markley, Executive Director

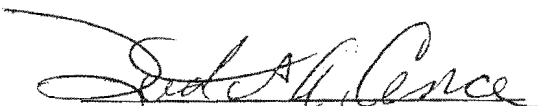
By:   
Jeffrey J. Filarski, Secretary/Treasurer

Date: 9-26-03

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF CUYAHOGA        )

**BEFORE ME**, a Notary Public, in and for said county and state, personally appeared **JEFFREY S. MARKLEY**, Executive Director, Ohio Stream Preservation, Inc., and **JEFFREY J. FILARSKI**, Secretary/Treasurer, Ohio Stream Preservation, Inc., who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed, individually, and the free act and deed as Executive Director and Secretary/Treasurer.



**IN TESTIMONY WHEREOF**, I have set my hand and official seal at Oakwood, Ohio,  
this 26 day of Sept, 2003.

  
Notary Public

Judith A. Cence  
My Commission Expires August

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LEGEND

-  ENVIRONMENTAL EASEMENT
-  POTENTIAL OUTLET FOR STORMWATER

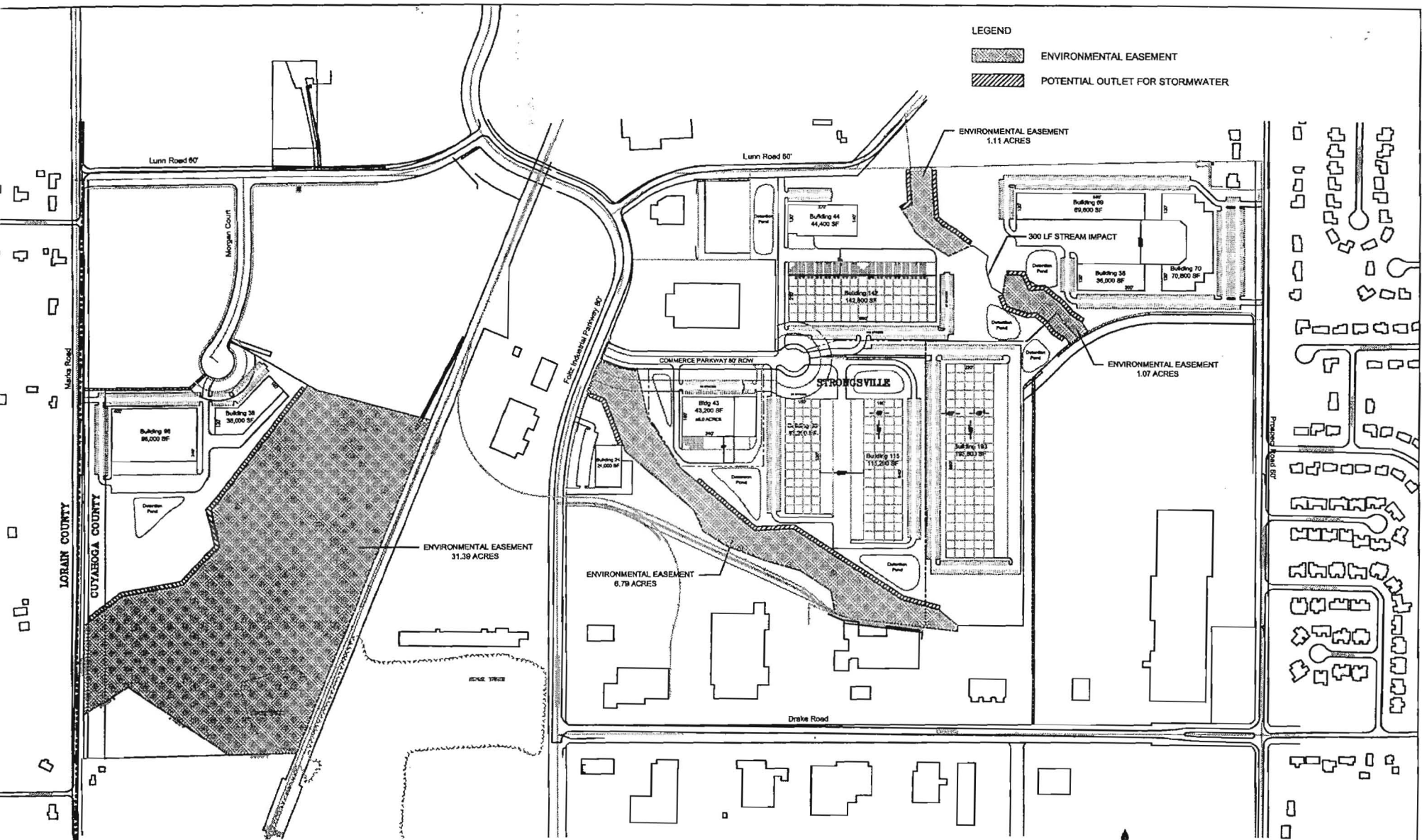


EXHIBIT A - CONCEPTUAL MASTER PLAN

SCALE: 1"=400'  
3/20/02

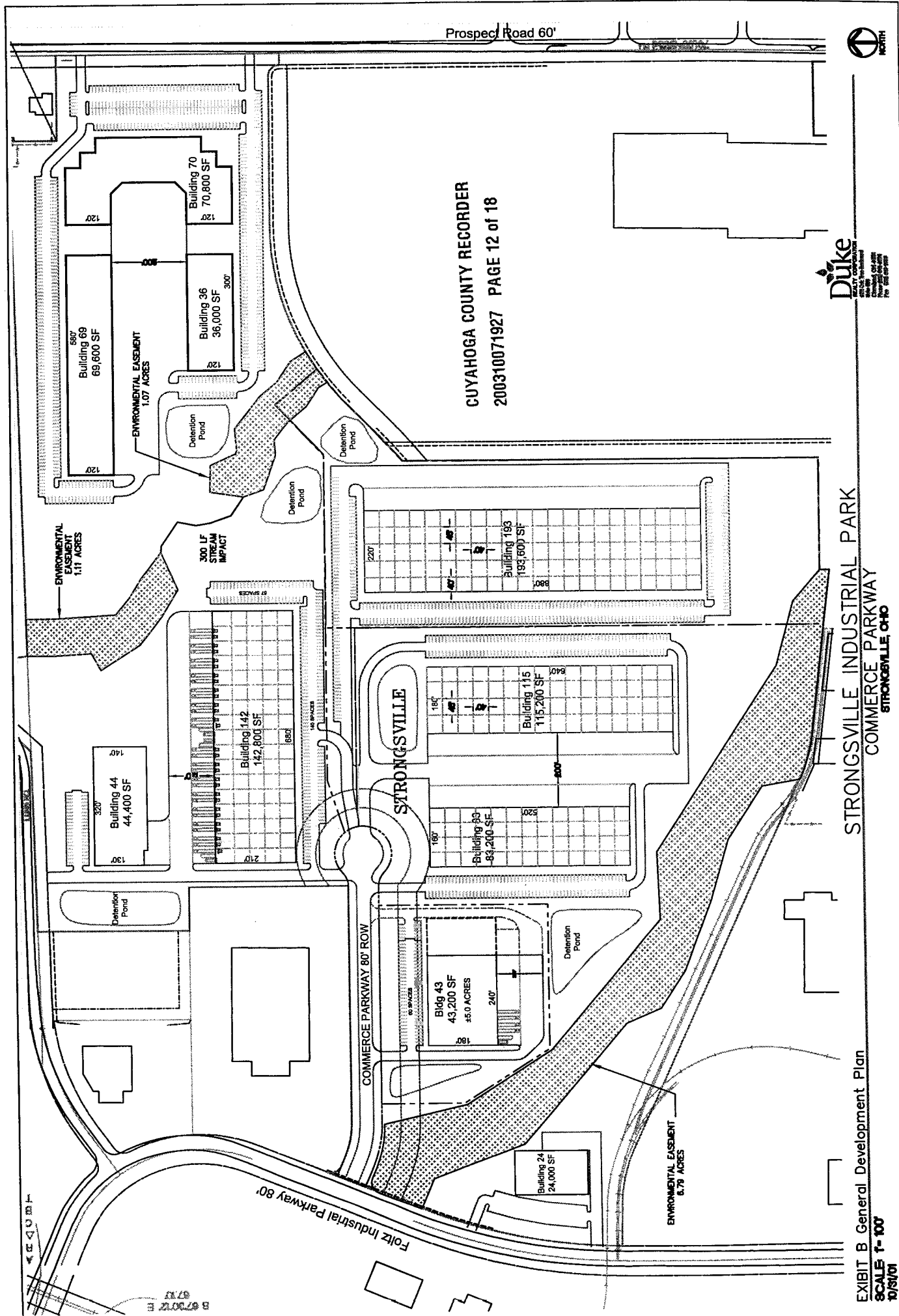
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STRONGSVILLE INDUSTRIAL PARK  
STRONGSVILLE, OHIO

**Duke**  
REALTY CORPORATION  
2200 Oak View Boulevard  
Suite 100  
Cleveland, OH 44130  
Phone: (216) 498-0200  
Fax: (216) 498-0201

EXHIBIT A





Prospect Road 60'

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**Duke**  
REALTY CORPORATION  
10000 W. 12th St.  
Cleveland, OH 44115  
Tel: 216.898.8888

STRONGSVILLE INDUSTRIAL PARK  
COMMERCE PARKWAY  
STRONGSVILLE, OHIO

EXHIBIT B General Development Plan  
SCALE 1"=100'  
10/3/01

*McSteen & Associates, Inc.*

**SURVEYORS AND ENGINEERS**

Terrence W. Feller, P.E.  
Timothy J. Feller, P.S.

26451 CURTISS WRIGHT PARKWAY  
RICHMOND HEIGHTS, OHIO 44143  
PHONE 216-797-9800  
FAX 216-797-0800

LOTS  
SUBDIVISIONS  
TOPOGRAPHY  
CONSTRUCTION

Foltz Industrial Parkway  
Strongsville, Ohio  
Environmental Easement  
6.7956 acres  
October 31, 2001

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Parcel "A" and "B" in a Parcel Split and Adjoinment Map for Figgie Properties, Inc. in Original Strongsville Township Lot Nos. 83 and 98, as shown by the recorded plat in Volume 262 of Maps, Page 51 of Cuyahoga County Records and part of Parcel 2 in a Lot Split & Adjoinment Plat for Figgie Properties, Inc. and Lamrite West, Inc. in Original Strongsville Township Lot No. 83, recorded in Volume 288 of Maps, Page 76 of Cuyahoga County Records and being further bounded and described as follows:

Beginning on the Easterly curved line of Foltz Industrial Parkway, 80 feet wide, at Northwesterly corner of said Parcel "B" also being the most Westerly corner of Lot No. 1 in a proposed Subdivision Plat prepared for Duke-Weeks Construction, dated September 18, 2000; thence Northeasterly along the Easterly curved line of Foltz Industrial Parkway deflecting to the right an arc distance of 93.58 feet said curve having a radius of 1410.00 feet, a delta of  $3^{\circ}48'09''$  and a chord that bears North  $20^{\circ}35'55''$  East to a point of tangency and the Principal Place of Beginning of the parcel of land herein described;

Course No. 1: thence North  $22^{\circ}30'00''$  East continuing along the Southeasterly line of said Foltz Industrial Parkway, a distance of 121.08 feet to a point of curvature of a turnout to Commerce Parkway (proposed), 80 feet wide;

Course No. 2: thence Northeasterly along said turnout deflecting to the right an arc distance of 47.12 feet said curve having a radius of 30.00 feet, a delta of  $90^{\circ}00'00''$  and a chord that bears North  $67^{\circ}30'00''$  East, 42.43 feet to a point of tangency;

Course No. 3: thence South  $67^{\circ}30'00''$  East along the Southwesterly line of said Commerce Parkway (proposed), a distance of 29.96 feet to a point of curvature;

Course No. 4: thence Southeasterly along Southwesterly curved line of said Commerce Parkway (proposed) deflecting to the left an arc distance of 122.31 feet said curve having a radius of 311.45 feet, a delta of  $22^{\circ}30'00''$  and a chord that bears South  $78^{\circ}45'02''$  East, 121.52 feet to a point;

Course No. 5: thence South  $12^{\circ}57'17''$  East, a distance of 223.00 feet to an interior corner of Lot No. 1 in said proposed Subdivision;

Course No. 6: thence South  $33^{\circ}11'09''$  East along the Southwesterly line of said Lot No. 1 in said proposed Subdivision, a distance of 266.05 feet to a Southwesterly corner thereof;

Course No. 7: thence South  $50^{\circ}00'00''$  East, a distance of 450.00 feet to a point;

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Course No. 8: thence North 87°57'18" East, a distance of 182.00 feet to a point;

Course No. 9: thence South 57°00'00" East, a distance of 595.00 feet to a point;

Course No. 10: thence South 75°08'38" East, a distance of 180.00 feet to a point;

Course No. 11: thence South 49°31'30" East, a distance of 111.00 feet to the Northwestern corner Sublot No. 3 in Republic Industrial Park Subdivision No. 1 recorded in Volume 213, Page 49 of Cuyahoga County Map Records;

Course No. 12: thence South 00°00'00" East along the Westerly line of said Sublot No. 3, a distance of 25.17 feet to the Northeasterly corner Sublot No. 2 in said Republic Industrial Park Subdivision No. 1;

Course No. 13: thence North 83°20'00" West along the Northerly line of said Sublot No. 2 in said Republic Industrial Park Subdivision No. 1, a distance of 443.35 feet to a point of curvature;

Course No. 14: thence Northwesterly along the Northeasterly curved line of said Sublot No. 2 deflecting to the right an arc distance of 130.58 feet said curve having a radius of 422.78 feet, a delta of 17°41'49" and a chord that bears North 74°29'06" West, 130.06 feet to a point;

Course No. 15: thence North 10°01'40" West, a distance of 101.54 feet to a point;

Course No. 16: thence North 57°00'00" West, a distance of 170.00 feet to a point;

Course No. 17: thence North 74°00'00" West, a distance of 170.00 feet to a point;

Course No. 18: thence North 69°00'00" West, a distance of 200.00 feet to a point;

Course No. 19: thence North 57°00'00" West, a distance of 120.00 feet to a point;

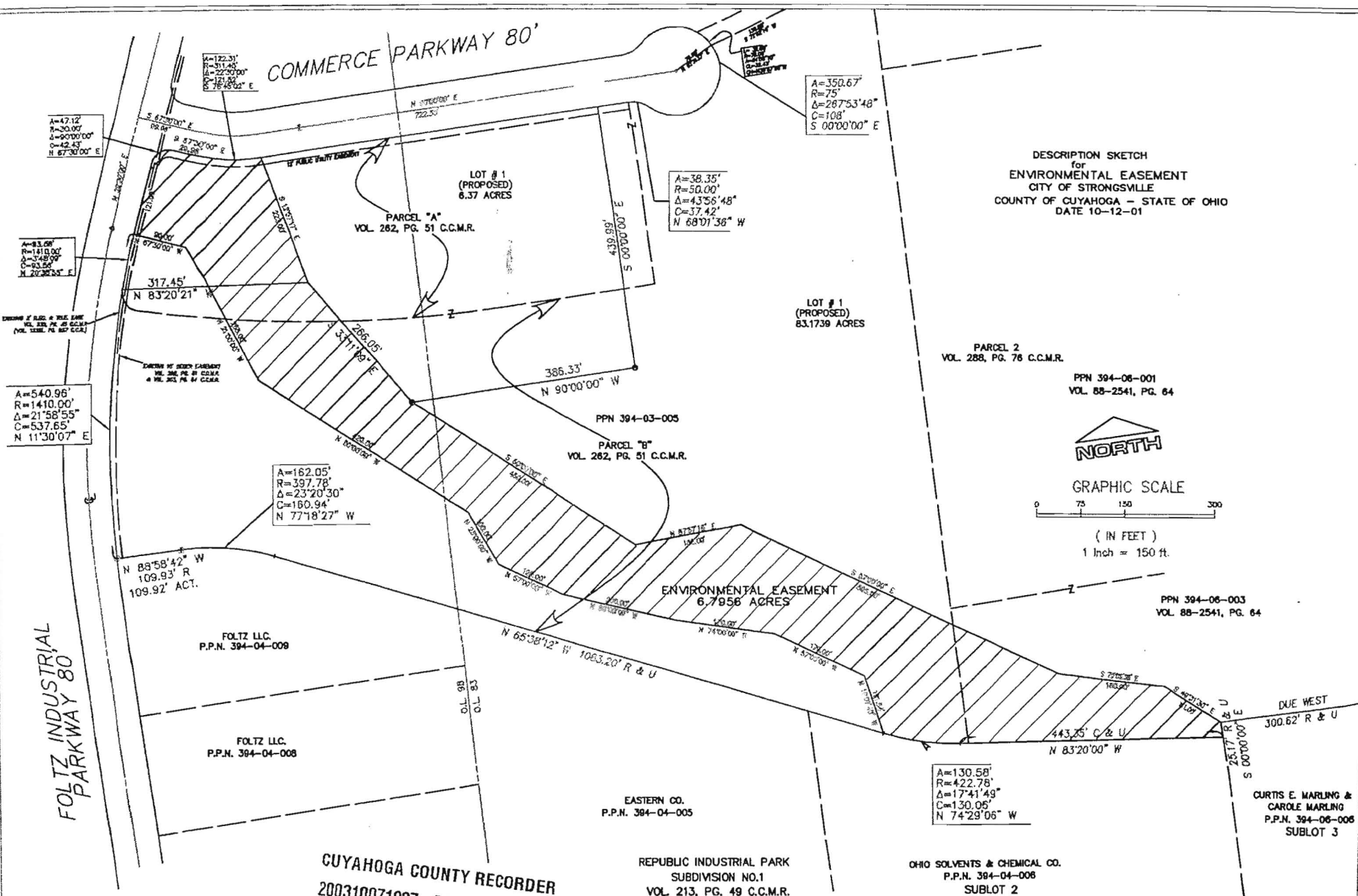
Course No. 20: thence North 23°00'00" West, a distance of 100.00 feet to a point;

Course No. 21: thence North 50°00'00" West, a distance of 420.00 feet to a point;

Course No. 22: thence North 21°00'00" West, a distance of 255.00 feet to a point;

Course No. 23: thence North 67°30'00" West, a distance of 90.00 feet to the place of beginning and containing 6.7956 acres of land, be the same more or less but subject to all legal highways.

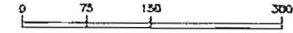
COMMERCE PARKWAY 80'



DESCRIPTION SKETCH  
for  
ENVIRONMENTAL EASEMENT  
CITY OF STRONGSVILLE  
COUNTY OF CUYAHOGA - STATE OF OHIO  
DATE 10-12-01



GRAPHIC SCALE



( IN FEET )  
1 Inch = 150 ft.



*McSteen & Associates, Inc.*

**SURVEYORS AND ENGINEERS**

Terrence W. Feller, P.E.

Timothy J. Feller, P.S.

26451 CURTISS WRIGHT PARKWAY

RICHMOND HEIGHTS, OHIO 44143

PHONE 216-797-9800

FAX 216-797-0800

LOTS

SUBDIVISIONS

TOPOGRAPHY

CONSTRUCTION

Foltz Industrial Parkway  
Strongsville, Ohio  
Environmental Easement North  
1.1126 acres  
October 29, 2001

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Parcel 2 in a Parcel Split and Adjoinment Map for Figgie Properties, Inc. and Lamrite West, Inc. in Original Strongsville Township Lot Nos. 83, as shown by the recorded plat in Volume 288 of Maps, Page 76 of Cuyahoga County Records and being further bounded and described as follows:

Beginning at the Northwestern corner of said Original Strongsville Township Lot No. 83; thence North 88°35'04" East along the Northerly line of said Original Lot No. 83 and the centerline of Lunn Road, a distance of 744.55 feet to an angle point in said centerline; thence North 42°52'14" East along the centerline of said Lunn Road, a distance of 339.21 feet to the most Northerly corner of said Parcel 2; thence South 05°58'00" East along an Easterly line of said Parcel 2, a distance of 243.60 feet to an interior corner thereof and the Principal Place of Beginning of the parcel of land herein described;

Course No. 1: thence North 88°35'04" East along the Northerly line of said Parcel 2, a distance of 100.00 feet to a point;

Course No. 2: thence South 02°26'05" East, a distance of 237.00 feet to a point;

Course No. 3: thence South 54°03'13" East, a distance of 207.00 feet to a point;

Course No. 4: thence South 66°19'14" West, a distance of 110.00 feet to a point;

Course No. 5: thence North 55°40'33" West, a distance of 180.00 feet to a point;

Course No. 6: thence North 33°00'51" West, a distance of 125.00 feet to a point;

Course No. 7: thence North 61°31'18" East, a distance of 52.00 feet to a point;

Course No. 8: thence North 01°58'32" West, a distance of 169.00 feet to the place of beginning and containing 1.1126 acres of land, be the same more or less but subject to all legal highways.

**CUYAHOGA COUNTY RECORDER**

200310071927 PAGE 16 of 18

*McSteen & Associates, Inc.*

**SURVEYORS AND ENGINEERS**

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Timothy J. Feller, P.S.

26451 CURTISS WRIGHT PARKWAY

RICHMOND HEIGHTS, OHIO 44143

PHONE 216-797-9800

LOTS

SUBDIVISIONS

TOPOGRAPHY

CONSTRUCTION

**TRANSFER NOT REQUIRED**

Foltz Industrial Parkway

Strongsville, Ohio

Environmental Easement South

1.0733 acres

October 29, 2001

OCT 07 2003

LSH

AUDITOR

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Parcel 2 in a Parcel Split and Adjoinment Map for Figgie Properties, Inc. and Lamrite West, Inc. in Original Strongsville Township Lot Nos. 83, as shown by the recorded plat in Volume 288 of Maps, Page 76 of Cuyahoga County Records and being further bounded and described as follows:

Beginning at interior corner of Parcel 2 also being the Northwestern corner of Parcel 1 in said Lot Split and Adjoinment Plat for Figgie Properties, Inc. and Lamrite West, Inc.; thence Northeasterly along the Southeasterly curved line of said Parcel 2 deflecting to the left an arc distance of 108.61 feet said curve having a radius of 1300.00 feet, a delta of  $04^{\circ}47'13''$  and a chord that bears North  $47^{\circ}42'15''$  East, 108.58 feet to a point of tangency; thence North  $45^{\circ}18'39''$  East continuing along the Southeasterly line of said Parcel 2, a distance of 100.00 to a point of curvature; thence Northeasterly continuing along the Southeasterly curved line of said Parcel 2 deflecting to the right an arc distance of 79.83 feet said curve having a radius of 687.00 feet, a delta of  $06^{\circ}39'29''$  and a chord that bears North  $48^{\circ}38'24''$  East, 79.79 feet to the Principal Place of Beginning of the parcel of land herein described;

Course No. 1: thence North  $48^{\circ}11'09''$  West, a distance of 206.00 feet to a point;

Course No. 2: thence South  $89^{\circ}14'46''$  West, a distance of 40.00 feet to a point;

Course No. 3: thence North  $70^{\circ}48'26''$  West, a distance of 98.00 feet to a point;

Course No. 4: thence North  $19^{\circ}54'56''$  West, a distance of 56.00 feet to a point;

Course No. 5: thence North  $08^{\circ}33'10''$  East, a distance of 90.00 feet to a point;

Course No. 6: thence South  $87^{\circ}34'16''$  East, a distance of 72.00 feet to a point;

Course No. 7: thence South  $27^{\circ}20'59''$  East, a distance of 76.00 feet to a point;

Course No. 8: thence North  $87^{\circ}22'32''$  East, a distance of 63.00 feet to a point;

Course No. 9: thence South  $50^{\circ}59'12''$  East, a distance of 230.00 feet to a point;

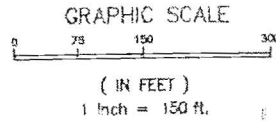
Course No. 10: thence South  $31^{\circ}36'43''$  East, a distance of 50.00 feet to a point in the Southeasterly curved line of said Parcel 2;

Course No. 11: thence Southwesterly along said curved line deflecting to the left an arc distance of 99.96 feet said curve having a radius of 687.00 feet, a delta of  $08^{\circ}20'11''$  and a chord that bears South  $56^{\circ}08'14''$  West, 99.87 feet to the place of beginning and containing 1.0730 acres of land, be the same more or less but subject to all legal highways.

TRANSFER NOT REQUIRED

OCT 07 2003

ROBERT KLAIBER JR., P.E., P.S.  
CUYAHOGA COUNTY ENGINEER



BETTY J. SZENTPETERY  
P.P.N. 393-14-001  
VOL. 88-1217, PG. 48 C.C.D.R.

N 88°35'04" E 1378.87' C&U  
N 88°35'10" E (DEED) 1608.59' DEED & REC

DESCRIPTION SKETCH  
for  
ENVIRONMENTAL EASEMENT  
CITY OF STRONGSVILLE  
COUNTY OF CUYAHOGA - STATE OF OHIO  
DATE 10-29-01

BRADLEY N. CHILL  
P.P.N. 394-03-009  
SUBLOT 1  
SUBDIVISION NO. 5  
S.T.I. PROPERTIES, INC.  
(FKA FIGGIE PROPERTIES, INC.)  
VOL. 297, PG. 54 C.C.M.R.

DUE NORTH 400.79' R&U  
DUE NORTH 370.60' R  
DUE WEST  
116.74' C

LOT # 2 83.1739 Ac  
COMMERCE PKY 1.9191 Ac.  
LOT # 1 6.3696 Ac.  
OVERALL 91.4626 Ac.

PPN 394-03-001  
VOL. 88-2541, PG. 64

CLARK RELIANCE CORP.  
P.P.N. 394-03-002

A=38.35'  
R=50.00'  
Δ=43°56'48"  
C=37.42'  
N 68°01'36" E

COMMERCE PARKWAY 80'

LOT # 1  
6.37 ACRES

A=38.35'  
R=50.00'  
Δ=43°56'48"  
C=37.42'  
N 68°01'36" W

PPN 394-03-005  
VOL. 262, PG. 51 C.C.M.R.

A=350.67'  
R=75'  
Δ=267°53'48"  
C=108'  
S 00°00'00" E

PARCEL 2  
LOT SPLIT & ADJOINMENT MAP  
FIGGIE POPERTIES INC. AND  
LAMRITE WEST, INC.

300 LF  
STREAM IMPACT

A=108.61'  
R=1300.00'  
Δ=4°47'13"  
C=108.58'  
N 47°42'15" E

PPN 394-06-001  
VOL. 88-2541, PG. 64

ENVIRONMENTAL EASEMENT  
NORTH  
1.1126 ACRES

PPN 394-05-002  
VOL. 88-2541, PG. 64

ENVIRONMENTAL EASEMENT  
SOUTH  
1.0730 ACRES

A=535.84'  
R=687.00'  
Δ=44°41'21"  
C=522.36'  
S 67°39'19" W

PARCEL 1  
LOT SPLIT & ADJOINMENT MAP  
FIGGIE POPERTIES INC.  
(NKA S.T.I. PROPERTIES INC.)  
AND LAMRITE WEST, INC.  
VOL. 288, PG. 76 C.C.M.R.

1088.53' C & U  
DUE SOUTH