

**GRANT OF CONSERVATION EASEMENT**

A2  
This Grant of Conservation Easement, is made this 6TH 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 Sublot 3 Morgan Court ("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 31.39 acres 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 Area 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 Area of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Easement Area, 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 Area 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 Area, 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 Area 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 Area 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 Area at the time of this grant.

4. **Prohibited Actions:** Any activity on or use of the Easement Area 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 Area 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 Area, Grantor shall restore all such affected Easement Area 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 Area, 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 Area, or doing any act that would alter the topography of the Easement Area, 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 Area, 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 Area, 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 Area except for signs marking the boundaries as part of the Easement Area 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 Area.

5. **Grantor's Rights and Responsibilities:** Grantor reserves to itself, and its successors and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area 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 Area. 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 Area. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Easement Area 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 Area, and/or an order compelling restoration of the Easement Area;
- e. **Requirements for the Easement Area:** The following minimum conditions shall apply to the Easement Area:
  - (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 Area 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 Area:
- a. **Right to Enter:** The Grantee has the right to enter the Easement Area 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 Area 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 Area. The general public shall not be granted access to the Easement Area under this Conservation Easement;
  - b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Easement Area 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 Area 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 Area 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 Area, and/or an order compelling restoration of the Easement Area;
- 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 Area, 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 Area. 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 Area 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 Area, 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 Area 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 Area 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 Area. 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 Area and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Easement Area 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 Area, 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 Area. 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.



The undersigned Grantor, Duke Realty Corporation, of the land shown herein, hereby certifies that this Grant of Conservation Easement correctly represents Sublot 3 Morgan Court 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 )  
 ) ss.  
COUNTY OF Cuyahoga )

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

(The rest of this page intentionally left blank.) My Commission Expires 10-3-04

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**WITNESSES:**

[Signature]

[Signature]

Date: Sept 26, 2003

**GRANTEE**

**OHIO STREAM PRESERVATION, INC.**

By: [Signature]  
Jeffrey S. Markley, Executive Director

By: [Signature]  
Jeffrey J. Filarski, Secretary/Treasurer

Date: 9-26-03

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF CUYAHOGA        )

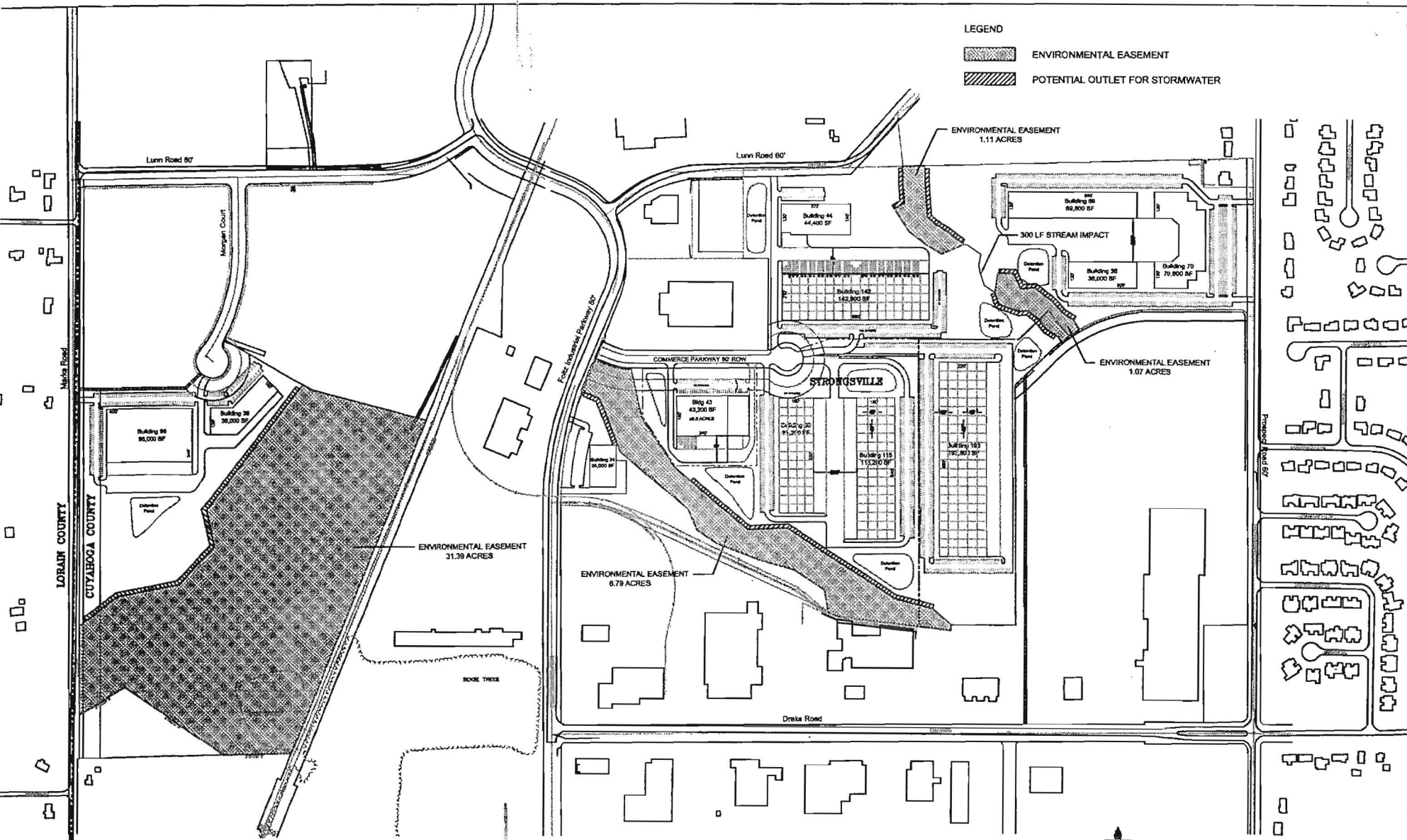
**BEFORE ME**, a Notary Public, in and for said county and state, personally appeared **JEFFREY S. MARKLEY**, Executive Director, Ohio Stream Preservation, Inc., and **JEFFREY J. FILARSKI**, Secretary/Treasurer, Ohio Stream Preservation, Inc., who acknowledged that they did sign the foregoing instrument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

[Signature]  
Notary Public

Judith A. Cence  
My Commission Expires August 1

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**EXHIBIT A - CONCEPTUAL MASTER PLAN**  
 SCALE: 1"=400'  
 3/20/02

**STRONGSVILLE INDUSTRIAL PARK**  
**STRONGSVILLE, OHIO**

**Duke**  
 REALTY CORPORATION  
 650 Oak Tree Boulevard  
 Suite 200  
 Cleveland, OH 44130  
 Phone: (216) 940-4200  
 Fax: (216) 940-4200

**EXHIBIT A**

  
 NORTH

# Mc Steen & Associates

ENGINEERS & SURVEYORS

Exhibit B - Sublot 3 Morgan Court

Strongsville, Ohio

March 6, 2002

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Sublot No. 3 in Subdivision No. 4 for STI Properties, Inc. of part of Original Strongsville Lots Nos. 97 and 98 as shown by the recorded plat in Volume 294 of Maps, Page 64 of Cuyahoga County Records

Beginning in the Southeasterly line Morgan Court, 66 feet wide, at the most Northerly corner of said Sublot No. 3 thence South 60°45'59" East along a Northeasterly line of said Sublot No. 3, a distance of 425.00 feet to a point and the Principal Place of Beginning of the easement herein described;

**Course No. 1:** thence South 60°45'59" East continuing along a Northeasterly line of said Sublot No. 3, a distance of 46.82 feet to an angle point therein;

**Course No. 2:** thence South 75°02'53" East, along a Northeasterly line of said Sublot No. 2, a distance of 543.39 feet to the most Easterly corner of said Sublot No. 3;

**Course No. 3:** thence South 22°30'10" West along the Southeasterly line of said Sublot No. 3, a distance of 1626.96 feet to the Southeasterly corner of said Sublot No. 3;

**Course No. 4:** thence South 89°06'20" West along the Southerly line of said Sublot No. 3, a distance of 320.59 feet to a point;

**Course No. 5:** thence North 56°00'00" West, a distance of 555.00 feet to a point;

**Course No. 6:** thence South 60°00'00" West, a distance of 245.32 feet to a point in the Westerly line of said Sublot No.3 also being the Easterly line of Marks Road, 50 feet wide;

**Course No. 7:** thence North 00°04'02" East along the Westerly line of said Sublot No. 3 also being the Easterly line of said Marks Road, a distance of 400.00 feet to a point;

**Course No. 8:** thence North 54°15'13" East, a distance of 225.13 feet to a point;

**Course No. 9:** thence North 80°00'00" East, a distance of 290.00 feet to a point;

**Course No. 10:** thence North 43°00'00" East, a distance of 235.00 feet to a point;

**Course No. 11:** thence North 12°00'00" West, a distance of 170.00 feet to a point;

**Course No. 12:** thence North 39°00'00" East, a distance of 725.00 feet to a point and the place of beginning and containing 31.3854 acres of land, be the same more or less but subject to all legal highways.

TRANSFER NOT REQUIRED

OCT 07 2003

AUDITOR

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

OCT 07 2003

TRANSFER NOT REQUIRED

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Cuyahoga Falls • Painesville • Richmond Heights

Corporate Office: 26451 Curtiss Wright Parkway Richmond Heights, Ohio 44143

216.797.9800 Toll Free: 800.250.3451 Fax 216.797.0800 www.mcsteen.com

SUBLOT 1

SUBLOT 2



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

MORGAN COURT 66'

N 90°00'00" E  
495.06'

N 48°23'22" E  
98.72'

S 60°45'59" E  
471.82'

S 75°02'53" E  
543.89'

SUBLOT 3  
SUBDIVISION NO. 4  
for  
STI PROPERTIES, INC.  
VOL.294, PG. 64 C.C.M.R.

CONSERVATION EASEMENT  
31.3854 ACRES

CHESSIE RAILROAD

Exhibit C  
EASEMENT SKETCH  
for

SUBLOT NO. 3  
MORGAN COURT

KNOWN AS BEING PART OF SUBLOT NO. 3 IN SUBDIVISION NO. 4 FOR STI PROPERTIES, INC. OF PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOTS NOS. 87 AND 88 AND RECORDED IN VOLUME 294 OF MAPS, PAGE 64 OF CUYAHOGA COUNTY RECORDS, NOW IN THE:

CITY OF STRONGSVILLE  
COUNTY OF CUYAHOGA - STATE OF OHIO

by  
McSTEEN & ASSOCIATES, INC.  
ENGINEERS & SURVEYORS  
28451 Curtice Wright Parkway  
Richmond Heights, Ohio 44143  
(216) 787-5800

JOB No. 02-037  
Date: March 8, 2002

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