

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made by the City of North Royalton, whose mailing address is 14600 State Road, North Royalton, Ohio 44133 (“**Grantor**”) to West Creek Conservancy, whose mailing address is P.O. Box 347113, Parma, Ohio 44134 (“**Grantee**”).

Recitals:

A. Grantor is the owner in fee simple of certain real property situated in the City of North Royalton, County of Cuyahoga, State of Ohio, designated as Permanent Parcel Nos. 485-03-010, 485-05-008, 485-05-044 and 485-05-045, legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (collectively, “**Protected Parcels**”).

B. The U.S. Army Corps of Engineers (“**USACE**”) has issued that certain Department of the Army Permit No. 2013-00395, Nationwide Permit No. 39 as Published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012 (“**Permit**”), pertaining to a certain development project located in Avon, Ohio. The Permit requires compliance with the mitigation requirements described in the Permit for the preservation of the Protected Parcels in perpetuity pursuant to a conservation easement, as a condition of the Permit, which will require that the Protected Parcels be utilized for “park and natural conservation” purposes only.

C. The Protected Parcels have substantial value as a scenic, natural, aesthetic, aquatic and educational resource in its present state as a natural, scenic,

open, wooded and/or wetland or riparian area, constituting a natural habitat for plants and wildlife (collectively, “**Conservation Values**”).

D. To achieve the common purpose of conserving the Conservation Values of the Protected Parcels, and prevent the use or development of the Protected Parcels for any purpose or in any manner that would conflict with the maintenance of the Conservation Values of the Protected Parcels, Grantor shall convey to Grantee a conservation easement encumbering the Protected Parcels upon the terms and conditions hereinafter set forth (“**Conservation Easement**”).

E. “Ecological, scientific, educational, and aesthetic value”, “natural, scenic and open condition” and “Conservation Values” as used herein shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Protected Parcels at the time of this Grant, “natural” meaning that native plants and wildlife are permitted to carry out their life cycles without undue human interference.

F. The Conservation Easement shall preserve and protect the Conservation Values of the Protected Parcel in perpetuity so as to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement; and Grantee by accepting the Conservation Easement intends to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Parcels according to the terms of the Conservation Easement.

G. The purpose of this Conservation Easement is to assure that the Protected Parcels will be retained and forever preserved in their natural, forested and/or aquatic condition, as a habitat for plants and wildlife, a protected water resource and as a buffer zone for the streams, if any, contained within them.

H. Grantor and Grantee intend that this Conservation Easement shall be a “conservation easement” as defined in Section 5301.67 of the Ohio Revised Code; and

I. Grantee is willing to accept this Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein and imposed hereby;

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises, covenants, terms, conditions, and restrictions hereinafter set forth, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, forever and in

perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Parcels, for the purposes of preserving, protecting, and maintaining the Conservation Values of the Protected Parcels as a natural, scenic, open, wooded and/or wetland or riparian area, as habitat for plants, wildlife, and together with the right of access, and of visual access to and view of the Protected Parcels in their natural, scenic and open condition.

THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:

I. Rights and Responsibilities of Grantor

Grantor agrees as follows:

1. Except as otherwise herein provided, the Protected Parcels shall remain in their natural condition and be managed in a manner consistent with its preservation as a natural, scenic, open, wooded and/or wetland or riparian area. Each and every other activity or construction that might endanger the Conservation Values of the Protected Parcels is forbidden. Without limiting the generality of the foregoing, it is Grantor's intent that this Conservation Easement prohibit commercial, industrial, or residential use of the Protected Parcels.
2. There shall be no activities or uses detrimental to water purity on the Protected Parcels and no alteration or manipulation of the natural water courses, streams, gorges, marshes, wetlands, ponds or other water bodies by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland and water course attributes and except as may be necessary to (i) prevent or halt soil erosion, soil slippage, and damage from erosion or (ii) maintain, repair or remove existing small dams and ponds.
3. No roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed on the Protected Parcels except as herein described. No fences shall be hereafter erected on the Protected Parcels, except that any existing fences may be maintained, repaired, replaced or removed as needed, and except that fences may be installed, upon consent of Grantee, along the Protected Parcels' boundary or around special preserved or restricted areas for ecological and conservation purposes, provided that any fence or fence maintenance does not impede stream and water flow and further provided that such installation or maintenance shall be performed with minimal disturbance to vegetation within the easement. The area needed to install or repair such fences shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

4. There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, or any placement of underground storage tanks, on or in the Protected Parcels, and no changing of their topography through the placing of soil or other substance or material such as land fill or dredging spoils on the Protected Parcels except in accordance with accepted conservation procedures designed to enhance wetland and/or water course attributes. All trash or nonconforming material that is dumped or placed on the Protected Parcels shall be removed from the Protected Parcels by the person or entity performing the dumping within 30 days of first being found.

5. There shall be no fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, of the on surface or subsurface of the Protected Parcels in any manner except as may be required in the course of any activity permitted herein and in accordance with generally accepted conservation procedures excepting what is necessary for the maintenance of foot trails, and that caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Protected Parcels be used as part of any drilling unit for oil and gas production.

6. No power lines, transmission lines, or communications towers may be erected. No interests in the Protected Parcels shall be granted for such purposes. It is the intent of this provision to grant to the Grantee such an interest in the Protected Parcels as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. Grantor reserves the right to maintain and repair existing telephone, electric, sewer, stormwater, water, wells, or other utility lines or mains needed to provide for the needs of Grantor, Grantor's successors or assigns. The area needed to repair such facilities shall be the minimum necessary to accomplish the task as agreed upon in writing by Grantor and Grantee. Upon completion, the disturbed area shall be restored at Grantor's expense to its previous state or as near as practical.

7. There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface. Nor shall there be actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation on the Protected Parcels.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Protected Parcels except in accordance with accepted conservation procedures designed to enhance natural areas, wetland and/or water course attributes. Nor shall there be any use of fertilizers, spraying with

biocides, introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat on the Protected Parcels except in accordance with applicable laws, good husbandry practices, the Management Plan (hereafter defined) and enhancement of wildlife habitats. Notwithstanding the foregoing, vegetation on the Protected Parcels may be managed as may be necessary for:

- A. the control or prevention of imminent hazard, disease or fire and to restore natural habitat areas to promote native vegetation except for the blocking of streams;
- B. the removal and clearing of diseased, dying, damaged, destroyed or fallen trees, shrubs, or other vegetation which can be cut and left lying in place except for blocking streams provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
- C. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left lying in place except for blocking streams;
- D. environmental study or evaluation and/or wildlife habitat enhancement; and
- E. the maintenance of any utilities or facilities that exist as of the date of the recording of this Conservation Easement.

9. There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Parcels except for police cars, emergency vehicles, and equipment necessary to accomplish the installation, maintenance or repair activities allowed herein.

10. There shall be no hunting or trapping on the Protected Parcels, except to the extent specifically approved of in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

11. No signs or advertising of any kind or nature shall be located on the Protected Parcels except for:

- A. Signs stating the name and address of the Protected Parcels or marking the entrances, directions and boundaries of the Protected Parcels.

Grantee shall have the right to post or clearly mark the boundaries of the Protected Parcels in compliance with Grantee's policies and post signs which indicate that it is burdened by a conservation easement in favor of Grantee.

- B. Grantee shall have the right to post signage recognizing funding sources and grants that were used in the acquisition, enhancement, and/or protection of the Protected Parcels or easement as well as signs, memorials, monuments and other similar signs to promote the Protected Parcels and educational or environmental activities thereon.
- C. Grantee may erect signs on the Protected Parcels to warn the visitors of hazards (if any), and to notify visitors of prohibited activities.

12. Grantor expressly reserves for itself, its successors, and assigns, the right to use the Protected Parcels for all purposes consistent with this Conservation Easement.

13. Grantor agrees to manage the Protected Parcels for public park and natural area conservation purposes consistent with this Grant of Conservation Easement and allow public access to the Protected Parcels during hours of operation typical of area parks. Grantee shall have the right to conduct tours, interpretive programs, and educational activities on the Protected Parcels.

14. Grantor and/or Grantee, and their respective successors, and assigns, shall each have the right to construct or maintain unpaved foot trails on the Protected Parcels. These are to be installed with minimal impact to the environment and streams and require prior approval of USACE. The trails, including their design, location, and operation, will be in compliance with the conservation easement and additionally approved by Grantee.

15. Grantor and Grantee shall have the right to construct and maintain interpretive displays and signage. These are to be installed with minimal impact to the environment and streams and will be in compliance with a Management Plan approved by Grantee.

16. Grantor and Grantee, shall have the right to construct stream and wetland enhancement and/or restoration projects that prevent soil erosion, result in improved stream water quality, and enhance wildlife habitat. Such projects must be in compliance with the conservation easement, approved in advance by Grantee and USACE to determine if additional permit authorization is necessary. Grantor shall grant, give, and convey the right to Grantee to install scientific equipment necessary

to monitor, study, test, record and produce data or other information relating to environmental conditions, wildlife habitat, and water quality.

17. Grantor shall adopt a management plan for the care and maintenance of the Protected Parcels in accordance with the terms and conditions of this conservation easement (“**Management Plan**”). The Management Plan, and any future updates to said Management Plan, will be subject to the review and approval of Grantee.

18. The Protected Parcels shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than one single parcel.

II. Perpetual Restrictions

The restrictions set forth in this Conservation Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by Grantee.

III. Present Conveyance of Real Property Interest

This Conservation Easement constitutes a real property interest immediately vested in the Grantee.

IV. Future Conveyances by Grantor

Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be incorporated by reference in any subsequent deed, or other legal instrument, by which Grantor divests itself of either the fee simple title to, or of its possessory interest in, the Protected Parcels.

V. Amendments of This Grant

This Grant may be amended or terminated only with the written consent of Grantee and USACE and Grantee’s compliance with the 60-day advance notice requirement of Mitigation Rule Section 332.7(a)(3).

VI. Remediation

In the event a violation of these terms, conditions, or restrictions is found to exist, Grantee may, after notice to Grantor, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction such violation, to require the restoration of the Protected Parcels to its prior conditions, and/or for damages for breach of covenant. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Parcels due to causes

beyond the Grantor's control, such as changes caused by natural fire, floods, storm, or unauthorized wrongful acts of third persons.

VII. Releases of Certain Substances

If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Parcels of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

VIII. Hold Harmless

Grantor shall be responsible for damages and/or injuries caused by its negligence and/or recklessness.

IX. Right of Inspection and Access

Grantee, or its duly authorized representative, may enter the Protected Parcels at any time on any day for inspection and/or annual monitoring purposes. Grantor shall allow access across any of Grantor's adjacent properties if access from a public street to the Protected Parcels is for any reason unavailable.

X. Grantee's Rights and Remedies

In order to accomplish the purposes of this Conservation Easement, the following rights and remedies are conveyed to Grantee, so that Grantee may: (1) preserve and protect the Conservation Values of the Protected Parcels, (2) prevent any activity on or use of the Protected Parcels which is inconsistent with the purposes of this Conservation Easement, and (3) require the restoration of any areas of the Protected Parcels that may be damaged by any unauthorized activity or use.

To accomplish the purposes of this Conservation Easement, Grantee, its employees, representatives, and agents, shall be entitled to enter in, upon, and over the entire Protected Parcels at any reasonable time and from time to time, (a) for conservation, educational and interpretive activities, (b) to monitor Grantor's compliance with and otherwise to enforce, the terms, conditions, and restrictions of this Conservation Easement, (c) to prevent any activity or use that is inconsistent with the purposes of this Conservation Easement, (d) to require or effect restoration of such areas or features of the Protected Parcels that may be or have been damaged, and (e)

to oversee Grantor's habitat and other management activities (collectively, "**Conservation Activities**"). In order to preserve, protect and enhance the Conservation Values of the Protected Parcels, Grantee shall have the right to manage the Protected Parcel by performing any of the following including, but not limited to:

- i. planting trees, shrubs, and perennial and/or annual plants;
- ii. removing nuisance and/or non-native flora and fauna by any lawful means;
- iii. placing nesting structures for waterfowl and other birds;
- iv. trimming, cutting, and/or removing plants to improve habitat potential for fish, plants, and wildlife;
- v. restoring wetlands, "prairie lands" and other endangered habitats that have been previously disturbed, which restoration may require, without limitation, manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies;
- vi. performing any and all maintenance or repair activities;
- vii. conducting biological or water quality surveys and installing scientific instrumentation ancillary thereto; and

Notwithstanding anything to the contrary hereinbefore set forth, all of the Conservation Activities and any management activities permitted herein shall be conducted in accordance with the requirements of this Conservation Easement and sound preservation/conservation practices without violating applicable governmental laws, rules and regulations. Each party shall use reasonable efforts to keep the other apprised of all significant activities to be conducted on the Protected Parcels.

A. Notice of Violation Corrective Action: If Grantee, determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee, shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conservation Values of the Protected Parcels resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Parcels so injured to its prior condition in accordance with a plan approved in writing by Grantee.

B. Injunctive Relief: If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the

violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction, and to require the restoration of the Protected Parcels in the condition that existed prior to any such injury.

C. Damages: Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages (as awarded by the Court) for the loss of any scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Parcels.

D. Emergency Enforcement: If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Parcels, Grantee may pursue its remedies under this section without prior notice to Grantor and without waiting for the period provided for cure to expire.

E. Scope of Relief: Grantor agrees that the remedies at law for Grantee for any violation of the terms of this Conservation Easement are inadequate and that the Grantee may be entitled to the injunctive relief described in this section, 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 the inadequacy of otherwise available legal remedies. The remedies of Grantee described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Forbearance: Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any of its terms shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same. No delay or omission by Grantee in the exercise of any right or remedy shall be construed as a waiver.

F. Waiver of Certain Defenses: Grantor hereby waives any defenses of laches, estoppel, or prescription.

G. Third Parties. Nothing in this section will prevent Grantor or Grantee from proceeding immediately against third parties who cause violations of this Conservation Easement.

H. Force Majeure. It is specifically acknowledged that the remedies in this section will not apply to violations caused by third parties, war, Acts of God, force majeure or other causes beyond the control of Grantor.

XI. Amendments of This Grant

This Grant may be amended only with the written consent of the Grantee and USACE.

XII. Restriction on Transfer of the Protected Parcels

Grantor shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Protected Parcels without the prior written consent of Grantee, which consent may be withheld in its sole discretion; provided however, such consent will not be unreasonably withheld or delayed in the event the Protected Parcels are transferred to a municipality, governmental entity, park district, or other private entity with a express purpose of owning and maintaining natural conservation areas or parks. USACE must be notified in writing of such transfer of the Protected Parcels.

XIII. Payment of Taxes and Special Assessments

Grantor shall pay all taxes and special assessments validly assessed and levied against the Protected Parcels, including any such taxes validly levied and assessed against the Conservation Easement by competent authorities, and shall bear all costs of maintenance, insurance and any liabilities related to the Protected Parcels, and does hereby indemnify and hold Grantee harmless therefrom.

XIV. Eminent Domain

If all or part of the Protected Parcels are taken in the exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this conservation easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Parcels (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Protected Parcels, such proportion to be established

by using the relationship at the time of this Grant, of the fair market value of the Protected Parcels encumbered by this Conservation Easement as compared to the fair market value of the Protected Parcels as unencumbered by this Conservation Easement.

XVI. Transfer by Grantee

Grantee shall have the right to transfer this perpetual Conservation Easement to any organization which is eligible to hold a Conservation Easement under the laws of the State of Ohio that agrees to the terms, conditions, restrictions, and purposes of this Conservation Easement, provided that such transfer shall be subject to the prior written consent of Grantee, whose consent will not be unreasonably withheld or delayed. Grantee shall provide Grantor and USACE 30 days advance notice of such transfer.

XVI. Surveys

If any future concerns about the Protected Parcels' boundaries arise and cannot be resolved between Grantor and Grantee, Grantor will survey, or cause to be surveyed, the Protected Parcels. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. The Protected Parcels survey will be paid for in full by the Grantor, unless the survey results substantiate the Grantor's position, in which case Grantee shall pay said fees.

XVII. Recording and Deed Reference

This Conservation Easement will be filed and recorded with the Cuyahoga County Recorders' Office by Grantee. Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessory interest in the Protected Parcels. Furthermore, Grantor agrees that if a new plat plan is being done for the Protected Parcels, the Conservation Easement will be referred to on the registered plat plan.

XVIII. Grantor's Continuing Obligation

Grantor's continuing obligations hereunder shall cease upon transfer of Grantor's interest in the Protected Parcels, provided however, that Grantor shall remain liable to Grantee for any breach of the warranties, representation, covenants, and/or promises contained herein occurring or existing prior to the date of such transfer.

XIX. Miscellaneous

A. Ohio Law to Govern. The laws of the State of Ohio shall govern this Conservation Easement agreement. If any provision herein is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of this Conservation Easement.

B. Counterparts. The parties may execute this Conservation Easement Agreement in one or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument with respect to the party who signed it. In the event of any disparity between counterparts, the counterpart recorded by Grantee shall be controlling.

C. Nature of Easement. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Conservation Easement granted and accepted hereby constitute a “conservation easement” as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code and that the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.

D. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

The notice addresses of the parties are as follows:

Grantor: City of North Royalton
14600 State Road
North Royalton, Ohio 44133

Grantee: West Creek Conservancy
P.O. Box 347113
Parma, Ohio 44134

USACE: USACE
1776 Niagara Street
Buffalo, New York 14207

ACCEPTANCE

The undersigned does hereby consent to and accept the foregoing Conservation Easement and all the obligations imposed thereby.

IN WITNESS WHEREOF, WEST CREEK CONSERVANCY, has executed and delivered this ACCEPTANCE this ____ day of _____, 2020.

GRANTEE: WEST CREEK CONSERVANCY

By: _____
Derek Schafer, Executive Director

By: _____
Jeffrey Lennartz, Board Chair

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Derek Schafer, the Executive Director and Jeffrey Lennartz, the Board Chair of West Creek Conservancy, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

LEGAL DESCRIPTION

PARCEL NO. 1

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Lot No. 7, also known as being the remainder of a parcel of land conveyed to Henry F. and Clare M. Clausen by deed recorded in Volume 6437, Page 268 of Cuyahoga County Deed Records, and more fully bounded and described as follows:

Beginning at the westerly most northwesterly corner of said land conveyed to H.F. and C.M. Clausen, at a point 0.17 feet south of a P.K. nail found, said point being the intersection of the centerline of York Road (60 feet wide) with the centerline of Bennett Road, (60 feet wide);

Thence North 54°50'55" East, along the centerline of Bennett Road, as aforesaid, 507.68 feet to a point and the northerly most northwesterly corner of said land conveyed to H.F. and C.M. Clausen;

Thence South 88°02'14" East, along the northerly line of said land conveyed to H.F. and C.M. Clausen, 49.72 feet to a 3/4 inch iron pin found in the southerly right-of-way of Bennett Road, as aforesaid;

Thence South 54°50'55" West, along the southerly right-of-way of Bennett Road, as aforesaid, 400.02 feet to a 5/8 inch iron pin found at the northwesterly corner of a parcel of land conveyed to George J. and Irene R. Sopko by deed recorded in Volume 85-1386, Page 21 of Cuyahoga County Deed Records;

Thence South 02°50'25" West, along the westerly line of said land conveyed to G.J. and I.R. Sopko, 225.11 feet to a point in the centerline of Edgerton Road (49.5 feet wide) passing through a 5/8 inch iron pin set in the northerly right-of-way thereof;

Thence North 87°09'35" West, along the centerline of Edgerton Road, as aforesaid, 126.71 feet to the southwestly corner of said land conveyed to H.F. and C.M. Clausen;

Thence Due North, along the extension of the centerline of York Road, as aforesaid, 158.27 feet to the Point of Beginning, passing through 5/8 inch iron pins set in the northerly right-of-way of Edgerton Road, as aforesaid, and the southerly right-of-

way of Bennett Road, as aforesaid. Be the same more or less but subject to all legal highways and containing 0.8903 Gross Acres of land, of which 0.3706 Acres lie within the right-of-way of Bennett Road, and 0.0723 Acres lie within the right-of-way of Edgerton Road, leaving 0.4474 Net Acres. According to a survey performed by Louise A. Veverka, P.S. 7513 dated July 20, 2000. All 5/8 inch iron pins set are capped with yellow plastic caps, stamped with "Veverka, P.S. 7513" TM-00-65-S-001

PERMANENT PARCEL NO. 485-05-008

PARCEL NO. 2

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio: And known as being part of the Original Royalton Township Section No. 7 and bounded and described as follows:

Beginning on the centerline of Edgerton Road at its point of intersection with the centerline of Bennett Road;

Thence Southeasterly along the centerline of Edgerton Road, 200.77 feet;

Thence North 02° 38' 50" East, 158.06 feet to an iron pin at the intersection of the centerline of York Road with the centerline of Bennett Road;

Thence South 57° 29' 30" West along the centerline of Bennett Road, 244.67 feet to the place of beginning and being further known as Sublot No. 1 in Martinyale Subdivision Nos. 1 and 2 proposed of part of Original Royalton Township Section Nos. 4 And 7, as appears by said plat be the same more or less but subject to all legal highways.

PERMANENT PARCEL NO. 485-03-010

PARCEL NO. 3

Situated in the State of Ohio, County of Cuyahoga and City of North Royalton:

Known as being part of Original Royalton Township Section No. 7, bounded and described as follows:

Beginning on the center line of Edgerton Road, 49.50 feet wide, as a point distant South 87° 09' 35". East measured along said center line, 126.81 feet from its intersection with the Southerly prolongation of the center line of York Road, thence South 87° 09' 35". East along the centerline of Edgerton Road, a distance of 100.00 feet, thence North 2° 50' 25", East a distance of 226.51 feet, thence North 88° 02' 14", West, a distance of 100.01 feet, thence South 2° 50' 25" West, a distance of 224.98 feet to the center line of Edgerton Road and the place of beginning, according to a survey by The Henry G. Reitz Engineering Company dated December 1958, be the same more or less, but subject to all legal highways.

PERMANENT PARCEL NO. 485-05-044

PARCEL NO. 4

Situated in the State of Ohio, County of Cuyahoga and City of North Royalton:

Known as being part of Original Royalton Township Section No. 7, bounded and described as follows:

Beginning on the center line of Edgerton Road, 49.50 feet wide, as a point distant South 87° 09' 35". East measured along said center line, 126.81 feet from its intersection with the Southerly prolongation of the center line of York Road, thence South 87° 09' 35". East along the centerline of Edgerton Road, a distance of 100.00 feet, thence North 2° 50' 25", East a distance of 226.51 feet, thence North 88° 02' 14", West, a distance of 100.01 feet, thence South 2° 50' 25". West, a distance of 224.98 feet to the center line of Edgerton Road and the place of beginning, according to a survey by The Henry G. Reitz Engineering Company dated December 1958, be the same more or less, but subject to all legal highways.

PERMANENT PARCEL NO. 485-05-045

DEPICTION OF PROTECTED PARCELS

