

CUYAHOGA COUNTY RECORDER
LILLIAN J GREENE - 32
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TRANSFER NOT REQUIRED

JUL 30 2010

Frank Russo

CUYAHOGA COUNTY AUDITOR

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement, is made this 20th day of July, 2010 by and between CITY OF STRONGSVILLE (an Ohio Municipal Corporation), its successors and assigns ("Grantor"), having an address at 16099 Foltz Parkway, Strongsville, Ohio 44149 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. 200106290559 of Cuyahoga County records, and is situated in the City of Strongsville, County of Cuyahoga, Ohio depicted on the Conservation Easement Plat ("Exhibit A"), attached hereto and made a part hereof, which real property is hereinafter referred to as the Foltz Parkway Extension Project Phase II; 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 52.285 acres in eight (8) separate blocks and fully described in the Legal Description of the Environmental Easement Area (Exhibit B), and more fully depicted on the Conservation Easement Plat ("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 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 the 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. 2003-02303 dated April 12, 2010 and in the OEPA Grant of Section 401 Certification and Dredge of Isolated Wetland Level 2 Permit Nos. 063006 and 073066 dated April 14, 2008.

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 or as approved pursuant to the Subdivision Regulations of the City of Strongsville;
 - 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, parking lots and utilities, except the installation, maintenance, repair and replacement of storm sewers and storm water detention/retention basins and all appurtenances ("Utility Work") thereto within the designated utility easements as shown on Exhibit A. Where the Utility Work as provided in this section affects the Easement Areas, Grantor shall restore all such affected Easement Areas to the best it can 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:
- (i) The control or prevention of imminent hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation; and
 - (ii) 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
 - (iii) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying; and
 - (iv) Hunting or trapping as necessary to keep the animal population within numbers consistent with the ecological balance of the area; and
 - (v) Utility work as described in Article 4(c).
- e. Land Surface Alterations: the removal, filling, 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), or that were 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 4(c);
 - 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 or as permitted 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 or that are later permitted. 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 fulfill its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice, as set forth herein to the Grantee, advising of the breach of duty and demanding that Grantee abide by the provisions of this Conservation Easement;
- d. Requirement of Notice: If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantee continues in its breach of duties or if the Grantee does not take substantial corrective measures within this 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:
- (i) The Grantor shall be responsible for ensuring that contractors and/or workers

involved in 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

- (ii) 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
- (iii) 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
- (iv) 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
- (v) That all installed landscaping along the edge of any storm water 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
- (vi) 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
- (vii) All trash or nonconforming material that is dumped or placed on the Easement Areas shall be removed or caused 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.

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 unless otherwise set out herein;
 - 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, as permitted by law, 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 by the Grantor, the Grantee may bring action against the Grantor for failing to fulfill its obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein to the Grantor, advising of the breach of duty and demanding that Grantor abide by the provisions of this Conservation Easement;
- b. Requirement of Notice: If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantor continues in its breach of duties or if the Grantor does not take substantial corrective measures within the Notice Period, or if Grantor should fail to continue diligently to provide said duties, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, 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.
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, with the consent of the Grantor.
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 or by agreement of the parties along with the approval of all appropriate administrative bodies. 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 are 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 on the date of the taking.
11. Recordation: The Grantor, its successors and assigns shall record this instrument, Exhibits A and B, 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.

This notice shall be served to the Grantor at:

City of Strongsville
Attention: Mayor
16099 Foltz Parkway
Strongsville, Ohio 44149

With a copy to its attorney at:

City of Strongsville
Attention: Law Director
16099 Foltz Parkway
Strongsville, Ohio 44149

This 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 Easement 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 it divests itself of any interest in all or a portion of the Easement Areas, including without limitation, a leasehold interest.

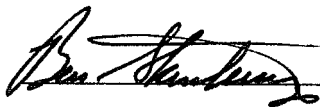
17. Termination of Rights and Obligations: A party's future rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the specific Easement area or areas. Liability for acts or omissions occurring before transfer shall survive any such transfer.
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 undertakings.

The undersigned Grantor, City of Strongsville, of the land shown herein, hereby certifies that this Grant of Conservation Easement correctly represents Foltz Parkway Extension Phase II and the Grantee, Ohio Stream Preservation, Inc., 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.

Signed and acknowledged in
the presence:

GRANTOR:



CITY OF STRONGSVILLE
By: Thomas P. Perciak
Thomas P. Perciak, Mayor

Leslie Q. Perciak Date: July 20, 2010

Approved as to Form by:

Kenneth A. Kraus
Kenneth A. Kraus, Law Director
City of Strongsville

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA

Before me, a Notary Public in and for said County and State, personally appeared the above named CITY OF STRONGSVILLE, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Bainbridge, Ohio, this 14th day of July, 2010.

Jean Starr
Notary Public

JEAN STARR
Notary Public, State of Ohio
My Commission Exp. Oct. 3, 2011

Signed and acknowledged in the presence:

GRANTEE:

Jean Starr

OHIO STREAM PRESERVATION, INC.

By: Jeffrey Markley
Executive Director

Printed Name:

JEFFREY MARKLEY

Date: 7/14/10

Quilley Boke

By: *Jeffery Filarski*
Secretary/Treasurer

Printed Name:

JEFFREY J. FILARSKI

Date: 7/19/10

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above named OHIO STREAM PRESERVATION, INC., by *Jeffery Markley* its Executive Director , and by *Jeffery Filarski* _____, its Secretary/Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is their free and voluntary act and deed and the free act and deed of said not-for-profit Corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at *Oakwood Village* _____, Ohio, this *14th* day of *July*, 2010.

Nicole Parnell
Notary Public

NICOLE PARNELL, Notary Public
In and for the State of Ohio
My Commission Expires July 25, 2011

CONSERVATION EASEMENT PLAT EXHIBIT A

MADE FOR
THE CITY OF STRONGSVILLE
KNOWN AS BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT NUMBERS 59 AND 100

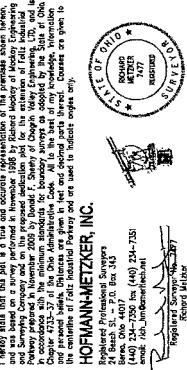
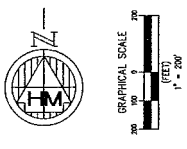
PROTECTED PROPERTY - CONSERVATION AND PRESERVATION AREAS
CONSERVATION AND PRESERVATION AREAS (CPAs) ARE PROTECTED BY A CONSERVATION EASEMENT, EXCEPT WITHIN THE PLATTED LOTS IN REDUCED BLOCKS AS INDICATED ON THE PLAN. CONSERVATION AREAS ARE TO BE MAINTAINED AND PRESERVED IN ACCORDANCE WITH THE TERMS OF THE EASEMENT. THE CITY OF STRONGSVILLE WILL MONITOR THE SITE ANNUALLY AND DOCUMENT ITS CONDITION, IN ACCORDANCE WITH THE TERMS OF THE EASEMENT.

I hereby state that this plat is a true and accurate representation of the premises shown hereon, and was based on a survey performed in accordance with the provisions of the Surveying Act of 1965, as amended, and the rules and regulations of the State Board of Surveying, Engineering, and Architecture. I am a duly licensed Professional Engineer in the State of Ohio, No. 10477. My office is located at 14500 W. 145th Street, Strongsville, Ohio 44136. My telephone number is 441-7500. My fax number is 441-7501. My e-mail address is jacob@hmann-metzger.com. My professional seal is attached to this plat.

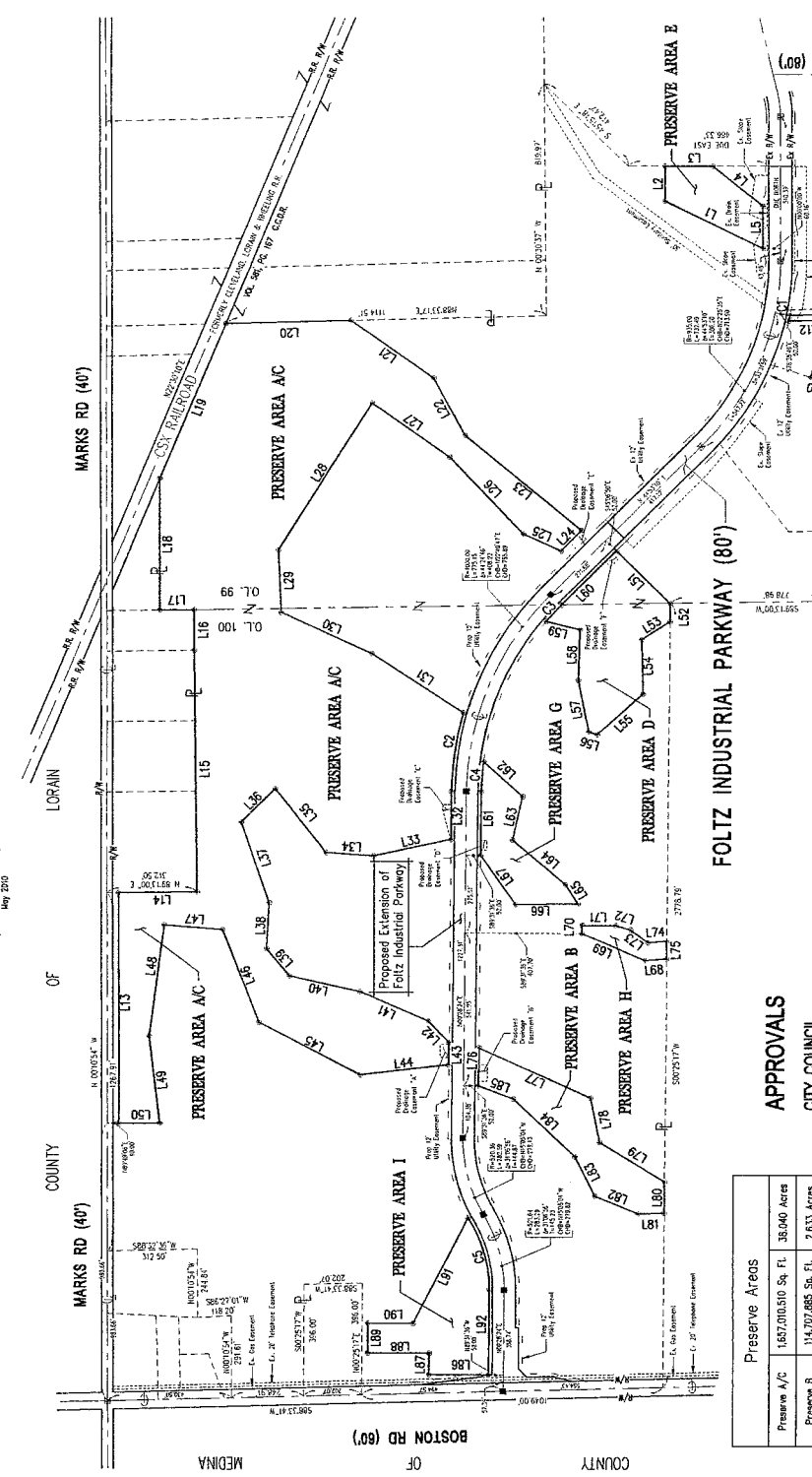
HOMANN-METZGER, INC.
Professional Surveyors and Engineers
14500 W. 145th Street, Suite 100
Strongsville, Ohio 44136
Phone: 441-7500
Fax: 441-7501
E-mail: jacob@hmann-metzger.com

SURVEY LEGEND

- Denotes Right of Way
- Denotes Easement
- Denotes Utility
- Denotes 50' from Pk. 30' Long, 30' and Capped "Pressure 60/20/747"
- Denotes Existing Iron Pin Measurement Found
- Denotes Proposed Iron Pin Measurement



Line	Length	Bearing	Line	Length	Bearing
L1	283.97	S45°06'35"E	L51	243.97	S45°06'35"E
L2	277.04	N63°35'31"W	L52	277.04	N63°35'31"W
L3	142.70	N00°00'00"W	L53	142.70	N00°00'00"W
L4	142.70	S00°00'00"E	L54	142.70	S00°00'00"E
L5	142.70	S00°00'00"E	L55	142.70	S00°00'00"E
L6	142.70	S00°00'00"E	L56	142.70	S00°00'00"E
L7	142.70	S00°00'00"E	L57	142.70	S00°00'00"E
L8	142.70	S00°00'00"E	L58	142.70	S00°00'00"E
L9	142.70	S00°00'00"E	L59	142.70	S00°00'00"E
L10	142.70	S00°00'00"E	L60	142.70	S00°00'00"E
L11	142.70	S00°00'00"E	L61	142.70	S00°00'00"E
L12	142.70	S00°00'00"E	L62	142.70	S00°00'00"E
L13	142.70	S00°00'00"E	L63	142.70	S00°00'00"E
L14	142.70	S00°00'00"E	L64	142.70	S00°00'00"E
L15	142.70	S00°00'00"E	L65	142.70	S00°00'00"E
L16	142.70	S00°00'00"E	L66	142.70	S00°00'00"E
L17	142.70	S00°00'00"E	L67	142.70	S00°00'00"E
L18	142.70	S00°00'00"E	L68	142.70	S00°00'00"E
L19	142.70	S00°00'00"E	L69	142.70	S00°00'00"E
L20	142.70	S00°00'00"E	L70	142.70	S00°00'00"E
L21	142.70	S00°00'00"E	L71	142.70	S00°00'00"E
L22	142.70	S00°00'00"E	L72	142.70	S00°00'00"E
L23	142.70	S00°00'00"E	L73	142.70	S00°00'00"E
L24	142.70	S00°00'00"E	L74	142.70	S00°00'00"E
L25	142.70	S00°00'00"E	L75	142.70	S00°00'00"E
L26	142.70	S00°00'00"E	L76	142.70	S00°00'00"E
L27	142.70	S00°00'00"E	L77	142.70	S00°00'00"E
L28	142.70	S00°00'00"E	L78	142.70	S00°00'00"E
L29	142.70	S00°00'00"E	L79	142.70	S00°00'00"E
L30	142.70	S00°00'00"E	L80	142.70	S00°00'00"E
L31	142.70	S00°00'00"E	L81	142.70	S00°00'00"E
L32	142.70	S00°00'00"E	L82	142.70	S00°00'00"E
L33	142.70	S00°00'00"E	L83	142.70	S00°00'00"E
L34	142.70	S00°00'00"E	L84	142.70	S00°00'00"E
L35	142.70	S00°00'00"E	L85	142.70	S00°00'00"E
L36	142.70	S00°00'00"E	L86	142.70	S00°00'00"E
L37	142.70	S00°00'00"E	L87	142.70	S00°00'00"E
L38	142.70	S00°00'00"E	L88	142.70	S00°00'00"E
L39	142.70	S00°00'00"E	L89	142.70	S00°00'00"E
L40	142.70	S00°00'00"E	L90	142.70	S00°00'00"E
L41	142.70	S00°00'00"E	L91	142.70	S00°00'00"E
L42	142.70	S00°00'00"E	L92	142.70	S00°00'00"E
L43	142.70	S00°00'00"E	L93	142.70	S00°00'00"E
L44	142.70	S00°00'00"E	L94	142.70	S00°00'00"E
L45	142.70	S00°00'00"E	L95	142.70	S00°00'00"E
L46	142.70	S00°00'00"E	L96	142.70	S00°00'00"E
L47	142.70	S00°00'00"E	L97	142.70	S00°00'00"E
L48	142.70	S00°00'00"E	L98	142.70	S00°00'00"E
L49	142.70	S00°00'00"E	L99	142.70	S00°00'00"E
L50	142.70	S00°00'00"E	L100	142.70	S00°00'00"E



Curve	Length	Radius	Delta	Direction	Chord
C1	20.56	387.00	173.50	N11°36'35"E	20.56
C2	20.56	387.00	173.50	S88°10'27"W	20.56
C3	20.56	387.00	173.50	S88°10'27"W	20.56
C4	20.56	387.00	173.50	N11°36'35"E	20.56
C5	20.56	387.00	173.50	N11°36'35"E	20.56

Preserve Area	Area
Preserve Area A/C	38.040 Acres
Preserve Area B	2.633 Acres
Preserve Area D	3.188 Acres
Preserve Area E	2.284 Acres
Preserve Area F	2.284 Acres
Preserve Area G	1.660 Acres
Preserve Area H	0.452 Acres
Preserve Area I	2.725 Acres
TOTAL	52.285 Acres

APPROVALS

CITY COUNCIL
This Plat of Easement is approved by the Council of the City of Strongsville by Ordinance Number _____, dated _____, 2010.

Mayor _____ City Engineer _____

CITY ENGINEER
This Plat of Easement is approved by the Engineer of the City of Strongsville on this _____ day of _____, 2010.

City Engineer _____

EXHIBIT A

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description

May 10, 2010

Preserve Area A/C

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Numbers 99 and 100, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 00 degrees 10 minutes 54 seconds West along the centerline of said Marks Road, a distance of 983.66 feet to a point;

Thence North 89 degrees 49 minutes 06 seconds East, a distance of 40.00 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

1. Thence North 00 degrees 10 minutes 54 seconds West, a distance of 816.67 feet to an Iron Pin Set;
2. Thence North 89 degree 13 minutes 00 seconds East, a distance of 272.50 feet to an Iron Pin Set;
3. Thence North 00 degrees 49 minutes 15 seconds West, a distance of 856.66 feet to an Iron Pin Set;
4. Thence North 00 degrees 10 minutes 54 seconds West, a distance of 143.79 feet to an Iron Pin Set;
5. Thence South 89 degrees 13 minutes 00 seconds West, a distance of 119.13 feet to an Iron Pin Set;
6. Thence North 00 degree 02 minutes 08 seconds East, a distance of 465.60 feet to an Iron Pin Set;
7. Thence North 22 degrees 30 minutes 10 seconds East, a distance of 594.03 feet to an Iron Pin Set;
8. Thence North 88 degrees 33 minutes 17 seconds East, a distance of 434.36 feet to an Iron Pin Set;
9. Thence South 54 degrees 39 minutes 27 seconds East, a distance of 354.45 feet to an Iron Pin Set;
10. Thence South 28 degree 32 minutes 25 seconds East, a distance of 230.79 feet to an Iron Pin Set;
11. Thence South 50 degrees 24 minutes 44 seconds East, a distance of 526.77 feet to an Iron Pin Set;
12. Thence South 44 degrees 28 minutes 06 seconds West, a distance of 101.52 feet to an Iron Pin Set;
13. Thence North 65 degrees 22 minutes 32 seconds West, a distance of 143.93 feet to an Iron Pin Set;
14. Thence North 43 degree 31 minutes 43 seconds West, a distance of 372.14 feet to an Iron Pin Set;
15. Thence North 54 degrees 38 minutes 00 seconds West, a distance of 333.54 feet to an Iron Pin Set;
16. Thence South 32 degrees 06 minutes 24 seconds West, a distance of 612.34 feet to an Iron Pin Set;

EXHIBIT B

Easement Description

Preserve Area A/C

17. Thence South 02 degrees 24 minutes 35 seconds East, a distance of 221.16 feet to an Iron Pin Set;
18. Thence South 65 degree 07 minutes 58 seconds East, a distance of 348.47 feet to an Iron Pin Set;
19. Thence South 56 degrees 46 minutes 26 seconds East, a distance of 381.90 feet to an Iron Pin Set;
20. Thence Southerly along the arc of a circle deflecting to the left, a distance of 282.79 feet to an Iron Pin Set, said arc having a radius of 1,052.00 feet, an internal angle of 15 degrees 24 minutes 06 seconds, and a chord which bears South 08 degrees 10 minutes 27 seconds West, a distance of 281.94 feet;
21. Thence South 00 degrees 28 minutes 24 seconds West, a distance of 169.82 feet to an Iron Pin Set;
22. Thence South 77 degrees 51 minutes 32 seconds West, a distance of 276.33 feet to an Iron Pin Set;
23. Thence North 86 degree 04 minutes 31 seconds West, a distance of 165.90 feet to an Iron Pin Set;
24. Thence North 38 degrees 04 minutes 03 seconds West, a distance of 286.08 feet to an Iron Pin Set;
25. Thence South 44 degrees 59 minutes 04 seconds West, a distance of 167.24 feet to an Iron Pin Set;
26. Thence South 18 degrees 52 minutes 52 seconds East, a distance of 301.04 feet to an Iron Pin Set;
27. Thence South 02 degree 57 minutes 34 seconds West, a distance of 164.88 feet to an Iron Pin Set;
28. Thence South 39 degrees 40 minutes 38 seconds East, a distance of 122.95 feet to an Iron Pin Set;
29. Thence South 77 degrees 13 minutes 17 seconds East, a distance of 252.43 feet to an Iron Pin Set;
30. Thence South 66 degrees 29 minutes 31 seconds East, a distance of 258.61 feet to an Iron Pin Set;
31. Thence South 44 degree 01 minutes 56 seconds East, a distance of 105.91 feet to an Iron Pin Set;
32. Thence South 00 degrees 28 minutes 24 seconds West, a distance of 79.60 feet to an Iron Pin Set;
33. Thence South 83 degrees 23 minutes 22 seconds West, a distance of 310.84 feet to an Iron Pin Set;
34. Thence North 62 degrees 07 minutes 35 seconds West, a distance of 398.48 feet to an Iron Pin Set;
35. Thence North 21 degree 13 minutes 51 seconds West, a distance of 351.80 feet to an Iron Pin Set;
36. Thence North 85 degrees 20 minutes 58 seconds West, a distance of 201.56 feet to an Iron Pin Set;
37. Thence South 07 degrees 43 minutes 32 seconds West, a distance of 396.90 feet to an Iron Pin Set;
38. Thence South 07 degrees 01 minutes 19 seconds East, a distance of 311.74 feet to an Iron Pin Set;
39. Thence South 89 degrees 49 minutes 06 seconds West, a distance of 141.82 feet to the Principal Place of Beginning and containing 1,657,010.510 square feet – 38.040 acres of land;

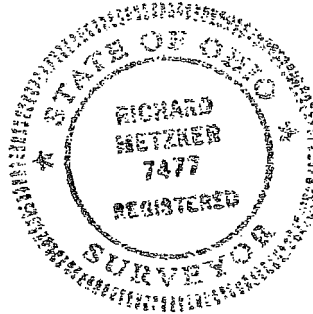
Page 3
Easement Description
Preserve Area A/C

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD

The courses used in this description are given to said survey performed by Mackay Engineering and Surveying Company and are used to indicate angles only.

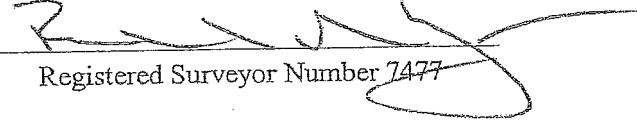
Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477).

Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:


Registered Surveyor Number 7477

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description

May 10, 2010

Preserve Area B

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Number 100, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 88 degrees 33 minutes 41 seconds East along the centerline of said Boston Road, a distance of 1376.05 feet to its intersection with the centerline of the future extension of Foltz Industrial Parkway;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 358.74 feet to a point of curvature;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the left, a distance of 283.29 feet to a point of reverse curvature, said arc having a radius of 521.64 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.82 feet;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the right, a distance of 282.59 feet to a point of tangency, said arc having a radius of 520.36 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.13 feet;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 184.38 feet to a point;

Thence South 89 degrees 31 minutes 36 seconds East, a distance of 52.00 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

1. Thence North 00 degrees 28 minutes 24 seconds East, a distance of 135.30 feet to an Iron Pin Set;
2. Thence South 65 degrees 26 minutes 03 seconds East, a distance of 427.99 feet to an Iron Pin Set;
3. Thence South 11 degree 47 minutes 38 seconds East, a distance of 160.09 feet to an Iron Pin Set;
4. Thence South 58 degree 18 minutes 25 seconds East, a distance of 265.03 feet to an Iron Pin Set;
5. Thence South 00 degree 25 minutes 17 seconds West, a distance of 110.43 feet to an Iron Pin Set;
6. Thence South 88 degree 14 minutes 51 seconds West, a distance of 91.09 feet to an Iron Pin Set;

Page 2
Easement Description
Preserve Area B

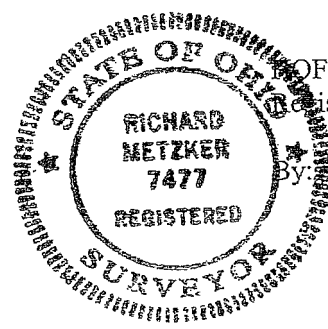
- 7. Thence North 67 degrees 18 minutes 48 seconds West, a distance of 162.47 feet to an Iron Pin Set;
- 8. Thence North 26 degree 33 minutes 09 seconds West, a distance of 156.18 feet to an Iron Pin Set;
- 9. Thence North 46 degree 34 minutes 22 seconds West, a distance of 295.60 feet to an Iron Pin Set;
- 10. Thence North 69 degrees 18 minutes 05 seconds West, a distance of 130.79 feet to the Principal Place of Beginning and containing 114,707.885 square feet – 2.633 acres of land;

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD

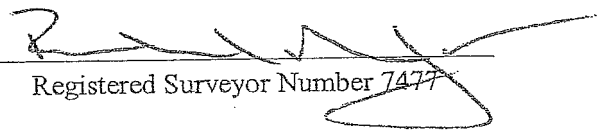
The courses used in this description are given to said survey performed by Mackay Engineering and Surveying Company and are used to indicate angles only.

Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477).

Distances are given in feet and decimal parts thereof.



OFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
Registered Surveyor Number 7477

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BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description

May 10, 2010

Preserve Area D

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Number 99 and 100, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 88 degrees 33 minutes 41 seconds East along the centerline of said Boston Road, a distance of 1376.05 feet to its intersection with the centerline of the future extension of Foltz Industrial Parkway;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 358.74 feet to a point of curvature;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the left, a distance of 283.29 feet to a point of reverse curvature, said arc having a radius of 521.64 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.82 feet;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the right, a distance of 282.59 feet to a point of tangency, said arc having a radius of 520.36 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.13 feet;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 1,227.31 feet to a point of curvature;

Thence continuing along said future centerline and Northeasterly along the arc of a circle deflecting to the right, a distance of 775.15 feet to a point of tangency, said arc having a radius of 1,000.00 feet, an internal angle of 44 degrees 24 minutes 46 seconds, and a chord which bears North 22 degrees 40 minutes 47 seconds East, a distance of 755.89 feet;

Thence North 44 degrees 53 minutes 10 seconds East along said future centerline, a distance of 271.68 feet to a point;

Thence South 45 degrees 06 minutes 50 seconds East, a distance of 52.00 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

1. Thence South 45 degrees 06 minutes 50 seconds East, a distance of 263.97 feet to an Iron Pin Set;
2. Thence South 00 degree 25 minutes 17 seconds West, a distance of 64.87 feet to an Iron Pin Set;
3. Thence South 57 degree 09 minutes 42 seconds West, a distance of 118.62 feet to an Iron Pin Set;
4. Thence South 01 degree 45 minutes 41 seconds East, a distance of 191.91 feet to an Iron Pin Set;

**Easement Description
Preserve Area D**

5. Thence South 47 degree 30 minutes 08 seconds West, a distance of 213.86 feet to an Iron Pin Set;
6. Thence North 72 degrees 14 minutes 47 seconds West, a distance of 31.32 feet to an Iron Pin Set;
7. Thence North 11 degrees 34 minutes 02 seconds West, a distance of 186.38 feet to an Iron Pin Set;
8. Thence North 01 degrees 43 minutes 14 seconds East, a distance of 179.86 to an Iron Pin Set;
9. Thence North 76 degrees 08 minutes 57 seconds West, a distance of 121.88 to an Iron Pin Set;
10. Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 78.93 feet to an Iron Pin Set at a point of tangency, said arc having a radius of 948.00 feet, an internal angle of 04 degrees 46 minutes 13 seconds, and a chord which bears North 42 degrees 30 minutes 04 seconds East, a distance of 78.90 feet;
11. Thence North 44 degrees 53 minutes 10 seconds East, a distance of 271.68 to the Principal Place of Beginning and containing 138,931.721 square feet – 3.189 acres of land;

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD

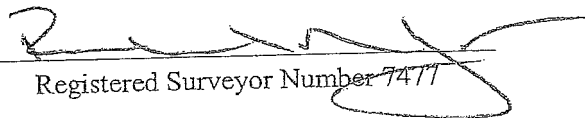
The courses used in this description are given to said survey performed by Mackay Engineering and Surveying Company and are used to indicate angles only.

Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477).

Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
Registered Surveyor Number 7477

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description

May 10, 2010

Preserve Area E

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Numbers 99, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 88 degrees 33 minutes 41 seconds East along the centerline of said Boston Road, a distance of 1376.05 feet to its intersection with the centerline of the future extension of Foltz Industrial Parkway;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 358.74 feet to a point of curvature;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the left, a distance of 283.29 feet to a point of reverse curvature, said arc having a radius of 521.64 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.82 feet;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the right, a distance of 282.59 feet to a point of tangency, said arc having a radius of 520.36 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.13 feet;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 1,227.31 feet to a point of curvature;

Thence continuing along said future centerline and Northeasterly along the arc of a circle deflecting to the right, a distance of 775.15 feet to a point of tangency, said arc having a radius of 1,000.00 feet, an internal angle of 44 degrees 24 minutes 46 seconds, and a chord which bears North 22 degrees 40 minutes 47 seconds East, a distance of 755.89 feet;

Thence North 44 degrees 53 minutes 10 seconds East along said future centerline and along the centerline of Foltz Industrial Parkway (80 feet wide) as dedicated in Volume 333 Page 39 and 40 of the Cuyahoga County Map Records, a distance of 738.88 feet to an Iron Pin Monument found at a point of curvature;

Thence Northeasterly along the the centerline of said Foltz Industrial Parkway and along the arc of a circle deflecting to the left, a distance of 732.49 feet to an Iron Pin Monument found at a point of tangency, said arc having a radius of 935.00 feet, an internal angle of 44 degrees 53 minutes 10 seconds, and a chord which bears North 22 degrees 26 minutes 35 seconds East, a distance of 713.90 feet;

Thence Due North along the centerline of said Foltz Industrial Parkway, a distance of 43.60 feet to a point;

Page 2
Easement Description
Preserve Area E

Thence Due West, a distance of 60.16 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

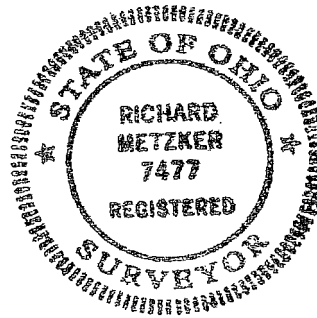
1. Thence North 63 degrees 35 minutes 31 seconds West, a distance of 377.04 feet to an Iron Pin Set;
2. Thence Due North, a distance of 122.70 feet to an Iron Pin Set;
3. Thence South 89 degrees 59 minutes 46 seconds East, a distance of 165.23 feet to an Iron Pin Set;
4. Thence South 50 degrees 46 minutes 13 seconds East, a distance of 222.64 feet to an Iron Pin Set;
5. Thence Due South, a distance of 149.57 feet to the Principal Place of Beginning and containing 57,602.343 square feet – 1.322 acres of land.

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD

The courses used in this description are given to said survey performed by Mackay Engineering and Surveying Company and are used to indicate angles only.

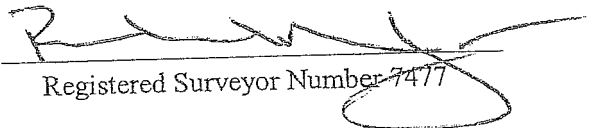
Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477).

Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:


Registered Surveyor Number 7477

HOFMANN - METZKER, INC.

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BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description

May 10, 2010

Preserve Area F

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Number 99, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 88 degrees 33 minutes 41 seconds East along the centerline of said Boston Road, a distance of 1376.05 feet to its intersection with the centerline of the future extension of Foltz Industrial Parkway;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 358.74 feet to a point of curvature;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the left, a distance of 283.29 feet to a point of reverse curvature, said arc having a radius of 521.64 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.82 feet;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the right, a distance of 282.59 feet to a point of tangency, said arc having a radius of 520.36 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.13 feet;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 1,227.31 feet to a point of curvature;

Thence continuing along said future centerline and Northeasterly along the arc of a circle deflecting to the right, a distance of 775.15 feet to a point of tangency, said arc having a radius of 1,000.00 feet, an internal angle of 44 degrees 24 minutes 46 seconds, and a chord which bears North 22 degrees 40 minutes 47 seconds East, a distance of 755.89 feet;

Thence North 44 degrees 53 minutes 10 seconds East along said future centerline and along the centerline of Foltz Industrial Parkway (80 feet wide) as dedicated in Volume 333 Page 39 and 40 of the Cuyahoga County Map Records, a distance of 738.88 feet to an Iron Pin Monument found at a point of curvature;

Thence Northeasterly along the the centerline of said Foltz Industrial Parkway and along the arc of a circle deflecting to the left, a distance of 547.22 feet to a point, said arc having a radius of 935.00 feet, an internal angle of 33 degrees 31 minutes 59 seconds, and a chord which bears North 28 degrees 07 minutes 10 seconds East, a distance of 539.45 feet;

Page 2
Easement Description
Preserve Area F

Thence South 78 degrees 38 minutes 49 seconds East, a distance of 52.00 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

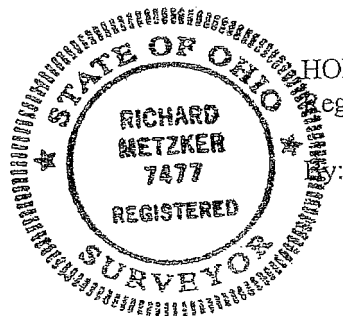
1. Thence North 88 degrees 33 minutes 13 seconds East, a distance of 396.34 feet to an Iron Pin Set;
2. Thence South 01 degree 35 minutes 43 seconds West, a distance of 588.70 feet to an Iron Pin Set;
3. Thence North 18 degrees 22 minutes 52 seconds West, a distance of 275.64 feet to an Iron Pin Set;
4. Thence North 63 degrees 30 minutes 28 seconds West, a distance of 166.36 feet to an Iron Pin Set;
5. Thence North 72 degrees 08 minutes 16 seconds West, a distance of 75.39 to an Iron pin Set;
6. Thence North 17 degrees 51 minutes 44 seconds East, a distance of 213.31 to an Iron pin Set;
7. Thence South 88 degrees 33 minutes 13 seconds West, a distance of 142.00 to an Iron pin Set;
8. Thence Northerly along the arc of a circle deflecting to the left, a distance of 20.56 feet to the Principal Place of Beginning and containing 98,625.023 square feet – 2.264 acres of land, said arc having a radius of 987.00 feet, an internal angle of 01 degrees 11 minutes 37 seconds, and a chord which bears North 11 degrees 56 minutes 59 seconds East, a distance of 20.56 feet.

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD

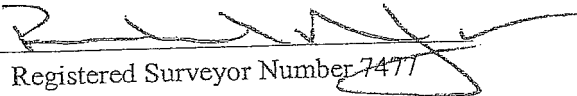
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Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477).

Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
Registered Professional Surveyors


Registered Surveyor Number 7477

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George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description

May 10, 2010

Preserve Area G

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Number 100, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 88 degrees 33 minutes 41 seconds East along the centerline of said Boston Road, a distance of 1376.05 feet to its intersection with the centerline of the future extension of Foltz Industrial Parkway;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 358.74 feet to a point of curvature;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the left, a distance of 283.29 feet to a point of reverse curvature, said arc having a radius of 521.64 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.82 feet;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the right, a distance of 282.59 feet to a point of tangency, said arc having a radius of 520.36 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.13 feet;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 1,001.85 feet to a point;

Thence South 89 degrees 31 minutes 36 seconds East, a distance of 52.00 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

1. Thence North 00 degrees 28 minutes 24 seconds East, a distance of 225.46 feet to an Iron Pin Set;
2. Thence Northerly along the arc of a circle deflecting to the right, a distance of 106.54 feet to an Iron Pin Set, said arc having a radius of 948.00 feet, an internal angle of 06 degrees 26 minutes 20 seconds, and a chord which bears North 03 degrees 41 minutes 34 seconds East, a distance of 106.48 feet;
3. Thence South 47 degree 52 minutes 20 seconds East, a distance of 184.85 feet to an Iron Pin Set;
4. Thence South 12 degree 52 minutes 06 seconds West, a distance of 157.32 feet to an Iron Pin Set;
5. Thence South 49 degree 28 minutes 54 seconds East, a distance of 242.53 feet to an Iron Pin Set;
6. Thence South 32 degree 29 minutes 22 seconds East, a distance of 81.94 feet to an Iron Pin Set;

Easement Description
Preserve Area G

7. Thence South 89 degrees 29 minutes 58 seconds West, a distance of 217.02 feet to an Iron Pin Set;
8. Thence North 35 degrees 02 minutes 05 seconds West, a distance of 212.78 feet to the Principal Place of Beginning and containing 72,288.089 square feet – 1.660 acres of land;

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD

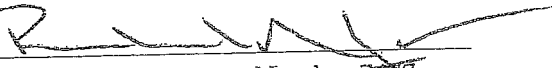
The courses used in this description are given to said survey performed by Mackay Engineering and Surveying Company and are used to indicate angles only.

Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477).

Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
Registered Professional Surveyors

by: 
Registered Surveyor Number 7477

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description

May 10, 2010

Preserve Area H

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Number 100, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 88 degrees 33 minutes 41 seconds East along the centerline of said Boston Road, a distance of 1376.05 feet to its intersection with the centerline of the future extension of Foltz Industrial Parkway;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 358.74 feet to a point of curvature;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the left, a distance of 283.29 feet to a point of reverse curvature, said arc having a radius of 521.64 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.82 feet;

Thence continuing along said future centerline and Northwesterly along the arc of a circle deflecting to the right, a distance of 282.59 feet to a point of tangency, said arc having a radius of 520.36 feet, an internal angle of 31 degrees 06 minutes 56 seconds, and a chord which bears North 15 degrees 05 minutes 04 seconds West, a distance of 279.13 feet;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 726.34 feet to a point;

Thence South 89 degrees 31 minutes 36 seconds East, a distance of 407.70 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

1. Thence South 85 degrees 28 minutes 44 seconds West, a distance of 76.26 feet to an Iron Pin Set;
2. Thence North 66 degrees 12 minutes 18 seconds West, a distance of 238.48 feet to an Iron Pin Set;
3. Thence North 01 degree 06 minutes 42 seconds East, a distance of 30.35 feet to an Iron Pin Set;
4. Thence South 89 degree 33 minutes 10 seconds East, a distance of 117.64 feet to an Iron Pin Set;
5. Thence South 73 degree 03 minutes 08 seconds East, a distance of 52.33 feet to an Iron Pin Set;
6. Thence South 52 degree 23 minutes 12 seconds East, a distance of 77.55 feet to an Iron Pin Set;

Page 2
Easement Description
Preserve Area H

7. Thence North 84 degrees 59 minutes 41 seconds East, a distance of 65.23 feet to an Iron Pin Set;
8. Thence South 00 degrees 25 minutes 17 seconds West, a distance of 62.74 feet to the Principal Place of Beginning and containing 19,673.479 square feet – 0.452 acres of land;

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD

The courses used in this description are given to said survey performed by Mackay Engineering and Surveying Company and are used to indicate angles only.

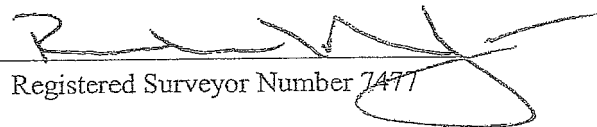
Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477).

Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
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By:


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George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Easement Description
Preserve Area I

May 10, 2010

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Number 100, and further bounded and described as follows:

Beginning at a Stone Monument found at the Southwest corner of Original Strongsville Township Lot Number 100, said point also being at the centerline intersection of Boston Road (60 feet wide) and Marks Road (40 feet wide);

Thence North 88 degrees 33 minutes 41 seconds East along the centerline of said Boston Road, a distance of 1376.05 feet to its intersection with the centerline of the future extension of Foltz Industrial Parkway;

Thence North 00 degrees 28 minutes 24 seconds East along said future centerline, a distance of 57.39 feet to a point;

Thence North 89 degrees 31 minutes 36 seconds West, a distance of 52.00 feet to an Iron Pin Set at the Principal Place of Beginning of the Easement Parcel herein described;

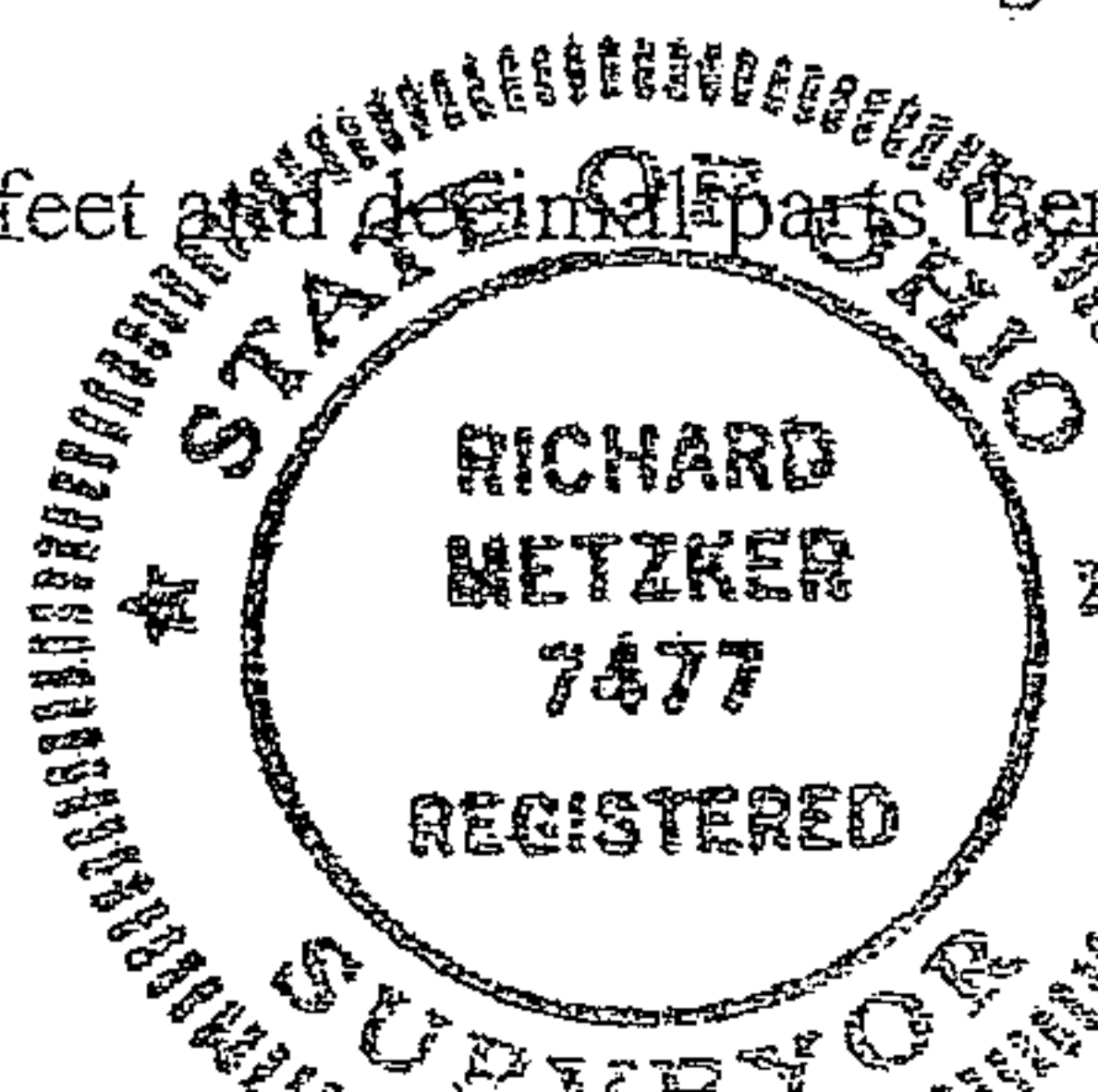
1. Thence North 89 degrees 31 minutes 36 seconds West, a distance of 207.62 feet to an Iron Pin Set;
2. Thence North 00 degrees 28 minutes 24 seconds East, a distance of 72.28 feet to an Iron Pin Set;
3. Thence North 89 degree 31 minutes 36 seconds West, a distance of 214.83 feet to an Iron Pin Set;
4. Thence North 00 degree 28 minutes 24 seconds East, a distance of 108.31 feet to an Iron Pin Set;
5. Thence South 89 degree 31 minutes 36 seconds East, a distance of 158.12 feet to an Iron Pin Set;
6. Thence North 26 degree 59 minutes 40 seconds East, a distance of 421.47 feet to an Iron Pin Set;
7. Thence Southerly along the arc of a circle deflecting to the right, a distance of 271.18 feet to an Iron Pin Set, said arc having a radius of 469.64 feet, an internal angle of 33 degrees 05 minutes 01 seconds, and a chord which bears South 16 degrees 04 minutes 06 seconds East, a distance of 267.43 feet;
8. Thence South 00 degree 28 minutes 24 seconds West, a distance of 301.35 feet to the Principal Place of Beginning and containing 118,683.788 square feet - 2.725 acres of land;

This description is based on a survey performed in November 1998 by Richard Mackay of Mackay Engineering and Surveying Company and the proposed dedication plat for the extension of Foltz Industrial Parkway prepared in November 2009 by Donald F. Sheehy of Chagrin Valley Engineering, LTD


The courses used in this description are given to said survey performed by Mackay Engineering and Surveying Company and are used to indicate angles only.

Iron Pins set are 5/8-inch rebar - 30 inches long and capped (Preserve 6752/7477)

Distances are given in feet and decimal parts thereof



HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
Registered Surveyor Number 7477

I, the duly qualified and appointed Clerk of Council of the City of Strongsville, Ohio do hereby certify that the foregoing

Ordinance No. _____ Resolution No. _____

Grant of Conservation Easement; authorized by Ordinance No. 2010-119

is a true and correct copy of the original.

Leslie J. Bepp
Clerk of Council