

REAL PROPERTY TRANSFER TAX

No TRANSFERRED AND PAID

Necessary

DEC 24 2003

Fee \$ Exempt
Tracy A. Jamison, County Auditor

By: [Signature]

GRANT OF CONSERVATION EASEMENT
AND
COVENANT FOR STEWARDSHIP FEES

200300684122
Filed for Record in
GEAUGA COUNTY, OHIO
MARY MARGARET MCBRIDE
12-24-2003 At 10:46 am.
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This grant of a Conservation Easement (this "Grant") is made by Russell Township Park Commission of Geauga County, Ohio, a political subdivision of the State of Ohio ("Grantor"), to Chagrin River Land Conservancy, a charitable corporation, organized under the laws of the State of Ohio, whose address is P.O. Box 314, Novelty, Ohio 44072 ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner in fee simple of certain real property situated in Russell Township, Geauga County, Ohio, consisting of approximately 24 acres (the "Protected Property"), legally described in Exhibit A and further described and depicted in a Baseline Documentation Report designated Exhibit B, with the Aerial View Map of Exhibit B depicting the Protected Property outlined in purple, both of which Exhibits are attached hereto and made a part hereof; and

WHEREAS, the Protected Property possesses significant scenic, natural, aesthetic and open space values (collectively, "Conservation Values") of great importance to Grantor, Grantee, the residents of Russell Township and Geauga County and the State of Ohio; and

WHEREAS, Grantor and Grantee agree that the Baseline Documentation Report provides an accurate representation of the Protected Property and its Conservation Values as of the effective date of this Grant and that it is intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and

WHEREAS, the Protected Property is located within the Chagrin River watershed and has substantial value as a scenic, natural, aesthetic, and educational resource in its present state as a natural, scenic, open and wooded area, constituting a natural habitat for plants and wildlife; and

WHEREAS, the Protected Property contains high quality wildlife habitat, ephemeral and perennial streams, high quality wetlands and streamside forests and, as such, acts as a groundwater recharge source for local aquifers, and provides excellent relief from flooding and erosion to downstream properties. The Protected Property also has outstanding scenic qualities that can be enjoyed by the general public; namely, the open space view from Caves Road in Russell Township, Geauga County, Ohio; and

WHEREAS, there are situated on the Protected Property existing bridges and boardwalks (all hereinafter referred to as the “Existing Bridges and Boardwalks”) as described in Exhibit B; and

WHEREAS, Grantee is a charitable organization as referred to in Section 5301.69 of the Ohio Revised Code and Section 501(c)(3) of the Internal Revenue Code (the “IRC”) and has received a final determination letter from the Internal Revenue Service, dated August, 1996 to the effect that Grantee is a “publicly-supported” organization described in Section 509(a)(1) and Section 170(b)(1)(A)(vi) of the IRC; and

WHEREAS, Grantee is a “qualified conservation organization,” as that term is defined in Section 170 (h) of the IRC; and

WHEREAS, Grantor and Grantee recognize the aforesaid scenic, natural, and aesthetic values of the Protected Property in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively, the common purpose of (a) conserving and protecting the Protected Property in perpetuity as “a relatively natural habitat of fish, wildlife or plants, or similar ecosystem”, as that phrase is used in P.L. 96-541, 26 U.S.C. 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder, and (b) preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with the maintenance of the Protected Property in its natural, scenic, open, and wooded condition, as suitable habitat for wild flora and fauna of all types, all as stated above; and

WHEREAS, “ecological, scientific, educational, and aesthetic value”, “natural, scenic and open condition” and “natural 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 Property at the time of this Grant, “natural” meaning that native plants and wildlife are permitted to carry out their lifecycles without human interference; and

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

WHEREAS, Grantor and Grantee intend that the Protected Property shall be used as a passive use public park and as a land laboratory for nature interpretation and similar educational programs as herein defined and described; and

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

WHEREAS, Grantee's obligation entails a pledge to defend the ecological, scientific, educational, and aesthetic value, the natural, scenic and open condition, and natural values of the property, and significant costs are necessary to carry out this commitment;

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual purposes, covenants, terms, conditions, and restrictions hereinafter set forth, with the intention of making an absolute and unconditional gift, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property as a scenic, natural, and wooded area, as habitat for plants, wildlife, and together with the right of visual access to and view of the Protected Property in its natural, scenic and open condition.

A. PURPOSES FOR WHICH THIS CONSERVATION EASEMENT IS GRANTED:

1. This Conservation Easement is granted for the following purposes (collectively, the "Conservation Purposes"):

- (a) Preservation of the Protected Property as a scenic, natural and rural area that has not been subject to significant development and as a significant natural area that provides a "relatively natural habitat for fish, wildlife, plants or similar ecosystem" as that phrase is used in Section 170(h)(4)(A)(ii) of the IRC;
- (b) Preservation of the Protected Property for its scenic and rural values, which can be enjoyed by the general public from Caves Road; and
- (c) Preservation of the Protected Property as a habitat for wildlife for the long-term preservation and propagation of various species of animals and birds, and to the preservation of the uses to which the Protected Property has traditionally been devoted, which are compatible with conservation and protection of the Protected Property.

B. TERMS, CONDITIONS AND RESTRICTIONS OF THIS CONSERVATION EASEMENT:

1. **No Building.** Except for the replacement and maintenance of the Existing Bridges and Boardwalks used to observe wetlands on the Protected Property, no buildings or other structures, including, but not limited to, buildings, billboards or advertising of any kind, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.
2. **No Dumping.** There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Protected Property, and no changing of its topography through the placing of soil or other substance or material such as land fill or dredging spoils.
3. **No Filling, Excavating, Mining or Drilling.** There shall be no fillings, excavations, mining, drilling, construction of roads or other changes in the general topography of the land on the Protected Property in any manner except in connection with the replacement and maintenance of the Existing Bridges and Boardwalks and the maintenance of existing 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 Property be used as part of any drilling unit for oil and gas production.
4. **No Habitat Disturbance.** There shall be no removal or destruction of native growth in the open and wooded areas, use of fertilizers, spraying with biocides or disturbance or change in the natural habitat, except in a manner that is consistent with good husbandry practices and enhancement of wildlife habitat. There shall be no introduction of non-native animals or grazing of domestic or non-native animals.

5. **No Power Lines or Communications Towers.** No power transmission lines or communication towers shall be erected, nor shall interests in the Protected Property be granted for such purpose.

6. **No Detrimental Use.** There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, fish and wildlife or habitat preservation on the Protected Property.

7. **No Manipulation of Water Courses.** There shall be no manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies or activities or uses detrimental to water purity, provided that existing ponds and dams on the Protected Property may be maintained, dredged and restored in a manner that promotes the enhancement of native wildlife and plant habitat. The use of chemicals and natural controls is permitted for the control of algae and invasives within or along the shores of ponds only if such use is in compliance with all applicable federal, state and local statutes and regulations and only to the extent such use does not have a demonstrable detrimental effect on the Conservation Values of the Protected Property.

8. **No Motor Vehicles.** There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Property.

9. **No Density Yield.** The acreage constituting the Protected Property shall not be taken into consideration and may not be used when calculating the lot area for any future development of any property.

10. **No Subdivision.** The Protected Property shall not be subdivided.

11. **Other Prohibited Uses Within the Protected Property.** Consistent with the description of passive use below, the following activities are prohibited within the Protected Property:
 - Overnight camping.

- Construction or use of fields for baseball, soccer, field hockey and similar sports activities.
- Construction or use of golf courses.
- Construction or use of tennis, basketball and similar courts.

12. **Management as a Natural Area.** Except as otherwise herein provided, the Protected Property shall be managed as a passive use public park and as a land laboratory, and in a manner consistent with its preservation as a natural, scenic, open, and wooded area. Every other activity or construction that might endanger the natural or scenic state of the Protected Property is forbidden. All maintenance of the Protected Property shall be performed so as to minimize impacts to native wildlife and plant habitats, and to preserve the quality and quantity of surface and ground water resources.

13. **Definition of Passive Use and Land Laboratory.** Passive use and land laboratory use of the Protected Property means use that subordinates recreation and public access to the maintenance and enhancement of environmental quality and solitude. Accordingly, the Protected Property shall be maintained as a sanctuary for native plants and animals. As such, any physical alteration of the Protected Property shall be limited to replacement and repair of the Existing Bridges and Boardwalks, maintaining unpaved trails and designed so as to cause no significant degradation of soils, wildlife, and plant habitats, or water quality, by maintaining ample vegetative buffers and other management practices which are deemed by Grantee, acting reasonably, adequate to protect and preserve streams and wetlands (excluding non-native plants and animals), minimizing the area dedicated to trails, and avoiding the fragmentation or disturbance of significant plant and animal habitats.

14. **Permitted Uses Within the Protected Property.** Consistent with the above description of passive use and land laboratory use, the following activities are permitted within the Protected Property:

- Quiet, contemplative, esthetic and scientific pursuits, such as non-intrusive nature study, bird watching, art and photography.

- Cross-country skiing, snow shoeing except in areas where prohibited by Grantor.
- Hiking.
- General educational pursuits.
- Ecological research.
- Demonstration projects.
- Nature interpretation.
- Installation of plant research plots.
- Manipulation of vegetation to promote the understanding of natural ecosystems, including the planting of native trees.
- Improvement of native habitat and species diversity and protection and management of notable or threatened plant and animal communities native to Northeastern Ohio.

15. **Right to Enter and Inspect.** Grantee, or its duly authorized representative, may enter the Protected Property at all reasonable times for the purposes of inspecting the Protected Property in order to further the objectives and determine compliance with the terms of this Conservation Easement.

16. **Violations.** 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 Property to its prior conditions, and/or for damages for breach of covenants. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Property due to causes beyond Grantor's control, such as changes caused by fire, floods, storm, or unauthorized wrongful acts of third persons. All proceedings shall be instituted against the person or persons violating the terms, conditions or restrictions of this Conservation Easement. Grantee does not waive or forfeit the right to take such action as may be necessary to insure compliance with the terms, conditions, and purposes of this Conservation Easement by prior failure to act.

17. **Taxes.** Grantor shall pay all taxes validly assessed and levied against the Protected Property, including any such taxes validly levied and assessed against this Conservation Easement by competent authorities, it being understood that no taxes are presently levied against conservation easements generally in the state of Ohio, nor, to the knowledge of Grantee, are such taxes contemplated by any taxing authority with jurisdiction over the Protected Property.
18. **Incorporation in Subsequent Instruments.** Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement shall be incorporated by reference in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to, or its possessory interest in, the Protected Property.
19. **Amendment.** This Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this Conservation Easement if such amendment would result in a lesser level of resource protection, less stringent protection of the Conservation Values of the Protected Property, or adversely affect the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the IRC and the laws of the state of Ohio. Any such amendment shall be (a) consistent with the purposes of this Grant, (b) consistent with Section 5301.67 through 5301.70 of the Ohio Revised Code and any regulations promulgated pursuant to such code, and (c) recorded in the Official Records of Geauga County, Ohio. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
20. **Assignment.** Grantee may transfer or assign all or less than all of its rights in this Conservation Easement if in Grantee's opinion the purposes of this Conservation Easement are better served by this Conservation Easement being held in the name of another organization or in the name of more than one organization which is a qualified organization at the time of transfer under Section 170(h) (3) of the IRC and the laws of the state of Ohio (especially Section 5301.69 of the Ohio Revised Code), and is acceptable to Grantee. The selection of the transferee shall be made

by the Board of Trustees of Grantee or, if Grantee has ceased to exist, the statutory or court appointed successors of the last Board of Trustees of Grantee. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Conservation Easement is intended to advance continue to be carried out.

21. **Real Property Interest.** This Conservation Easement constitutes a real property interest immediately vested in Grantee.

22. **Impossibility and Extinguishment.** If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided in paragraph 23 below with respect to the division of condemnation proceeds. Grantee shall use any such proceeds in a manner consistent with the Conservation Purposes of this Conservation Easement.

23. **Eminent Domain.** It is the intent of this Grant to convey to Grantee, its successors and assigns, such an interest in the Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility and any other body or person. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restrictions imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Property (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by Grantor or 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 Property, such proportion to be established by using the ratio, at the time of this Grant, that the fair market value of the Protected Property unencumbered by this Conservation Easement bears to the fair market value of the Protected Property as encumbered by this Conservation Easement. For purposes of this paragraph, the percentage ratio of the value of the Conservation Easement to the value of the Protected Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

24. **Ohio Revised Code.** Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the conservation easement granted and accepted hereby constitutes a “conservation easement” as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code and that this Conservation Easement shall be entitled to all the benefits of such sections.
25. **Notice of Proposed Transfer.** Grantor shall give Grantee notice of the proposed transfer of any interest in the Protected Property at least 20 days prior to such transfer; provided that failure to so notify Grantee shall not in any way affect the validity of this Conservation Easement or limit its enforceability.
26. **Stewardship Fee.** Grantor hereby covenants, promises, and agrees to pay, or to cause the closing agent in connection with the future transfer for value of all or less than all of the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee (“the Fee”) in an amount equal to 10% of the full consideration paid, including that portion of such consideration attributable to improvements, other contiguous land, whether or not subject to easement, and any fixtures permanently attached to the Protected Property and such contiguous land. In the event the Fee is not paid as provided herein, Grantee shall have the right to file a lien against the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the Fee; provided that the Fee shall be

subordinate to this Conservation Easement and to the lien of any first mortgage on the Protected Property. Such lien may be enforced and/or foreclosed in accordance with the laws of the State of Ohio.

27. **Rules of Convenience.** For convenience, masculine pronouns used in this document include the feminine and neuter pronouns, and the singular tense includes the plural tense. Additionally, all references to either Grantor or Grantee include their successors, assigns and transferees unless otherwise noted. The captions in this Conservation Easement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms thereof.
28. **Counterparts.** This Conservation Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
29. **Applicable Law; Severability.** This Conservation Easement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Ohio. If any provision of this Conservation Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Conservation Easement or application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law.
30. **Reasonableness Standard.** Grantor and Grantee shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Conservation Easement in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end.
31. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

32. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Russell Township Park Commission of
Geauga County, Ohio
8055 Music Street
Chagrin Falls, Ohio 44022
Attention: Secretary

To Grantee: Chagrin River Land Conservancy
P.O. Box 314
Novelty, Ohio 44072
Attention: Executive Director

With a copy to: Chagrin River Land Conservancy
P.O. Box 314
Novelty, Ohio 44072
Attention: General Counsel

or to such other address as any of the above parties from time to time shall designate by written notice to the others.

33. **Effective Date.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the Official Records of Geauga County, Ohio, after all required signatures have been affixed hereto. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Conservation Easement.
34. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (b) should all or a portion of the fee interest subject to this Conservation Easement and the Conservation Easement, itself, come to be owned by the same owner, such owner as promptly as practicable shall assign this Conservation Easement of record to another holder in conformity with the requirements of paragraphs 23 and 25. The instrument of assignment shall refer to the provisions of this paragraph,

and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.

TO HAVE AND TO HOLD, unto CHAGRIN RIVER LAND CONSERVANCY to the use of Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding not only upon Grantor and Grantee, but also their respective agents, personal representatives, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

IN WITNESS WHEREOF, Grantor has executed this instrument this 23rd. day of December, 2003.

GRANTOR:
RUSSELL TOWNSHIP PARK COMMISSION
OF GEAUGA COUNTY, OHIO

By: *Roy E. Podojil*
Roy E. Podojil, Its Chairman

State of Ohio)
) SS:
County of Geauga)

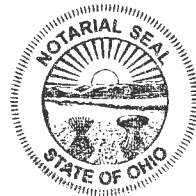
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Russell Township Park Commission of Geauga County, Ohio, a political subdivision, represented by Roy E. Podojil, its Chairman, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representative and the free act and deed of such political subdivision.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd. day of December, 2003.

Jean C. Mackenzie
Notary Public
My Commission Expires: _____



Instrument prepared by:
Chagrin River Land Conservancy
P.O. Box 314
Novelty, Ohio 44072



JEAN C. MACKENZIE
NOTARY PUBLIC
STATE OF OHIO
MY COMM. EXP. 06-24-2007

LEGAL DESCRIPTION

Parcel No. 1

Situated in the Township of Russell, County of Geauga, State of Ohio and known as being part of Original Russell Lots 1, 2 and 4, Section 2, Tract One and bounded and described as follows:

Beginning in the centerline of Caves Road at the Northeasterly corner of land described in deed to Russell Township Park Commission recorded in Volume 1154, Page 776 of Geauga County Records;

Thence North 86° 10' 33" West, along the Northerly line of said Russell Township Park Commission Land, passing through a 5/8" iron pin used at 30.00 ft., a total distance of 575.00 ft. to a 5/8" iron pin used;

Thence South 50° 34' 01" West along a Northwest line of said Russell Township Park Commission land, a distance of 249.87 feet to a 5/8" iron pin used;

Thence South 03° 49' 00" West, along the West line of said Russell Township Park Commission land, a distance of 300.00 ft. to a 5/8" iron pin used in the Northerly line of land described in deed to West Geauga Board of Education recorded in Volume 351, Page 389 of Geauga County Records;

Thence North 86° 10' 33" West, along said Northerly line of land, a distance of 212.24 ft. to a capped 5/8" iron pin set;

Thence along the following courses and distances, all to a capped 5/8" iron pin set;

North 3° 49' 00" East, 360.95 ft.;
North 68° 48' 21" East, 234.20 ft.;
North 45° 37' 37" East, 150.00 ft.;
North 3° 49' 00" East, 522.27 ft.;
North 53° 14' 13" East, 733.37 ft.;

Thence South 86° 11' 00" East, passing through a capped 5/8" iron pin set at 70.00 ft. a total distance of 100.00 ft. to the centerline of said Caves Road;

Thence South 3° 49' 00" West, along the said centerline of Caves Road, a distance of 1100.00 ft. to the Place of Beginning and containing 16.000 acres of land including 0.758 acres of land within the right of way limits of Caves Road according to the survey of August, 1996 by Braun-Prenosil Associates, Inc., Kevin S. Braun, P.S. No. 7082, be the same more or less, but subject to all legal highways, and subject to zoning restrictions, if any, which may have been imposed thereon. Bearings are to an assumed meridian and are used to denote angles only.

Parcel No. 2

Situated in the Township of Russell, County of Geauga, State of Ohio and known as being part of Original Russell Township Lots 1, 2, 3 and 4, Section 2, Tract 1 and bounded and described as follows:

Beginning in the centerline of Caves Road at the Northeasterly corner of land described in deed to West Geauga Board of Education recorded in Volume 51, Page 389 of Geauga County Records;

Thence North 86° 10' 33" West, along the Northerly line of said West Geauga Board of Education land, passing through a 5/8" iron pin found at 29.79 ft., a total distance of 757.00 ft. to a 5/8" iron pin set;

Thence North 3° 49' 00" East a distance of 300.00 ft. to a 5/8" iron pin set;

Thence North 50° 34' 01" East a distance of 249.87 ft. to a 5/8" iron pin set;

Thence South 86° 10' 33" East, passing through an iron pin set at 545.00 ft., a total distance of 575.0 ft. to the said centerline of Caves Road;

Thence South 3° 49' 00" West, along the said centerline of Caves Road, a distance of 471.23 ft. to the place of beginning and containing 7.831 acres of land including 0.325 acres of land within the right of way limits of Caves Road according to the survey of December 1996 by Braun-Prenosil Associates, Inc. Kevin S. Braun P.S. 7082, be the same more or less, but subject to all legal highways.

ST 27878

April 7, 2003