

DEED OF CONSERVATION EASEMENT

This Deed is made this 4th day of May, 1999, by and between City of Gahanna, Grantors, and the Franklin Soil and Water Conservation District and the City of Gahanna, Grantees.

WHEREAS, Section 5301.69 of the Ohio Revised Code authorized the Franklin Soil and Water Conservation District Board of Supervisors to acquire conservation easements in the name of the Franklin Soil and Water Conservation District for the purpose of protecting the natural resources of the area; and

WHEREAS, said Grantors are the owners in fee of certain real property, hereinafter described, situated in Franklin County, Ohio, which the Board of Supervisors for the Franklin Soil and Water Conservation District has determined to be of importance to the protection of the Rocky Fork Creek Watershed.

NOW THEREFORE, and in consideration of one dollar the Grantors do hereby grant and convey, for ever, unto the Franklin Soil and Water Conservation District and the City of Gahanna and their assigns an estate, interest and conservation easement in said real property of the Grantors of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantors, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantors, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantors covenant on behalf of themselves, their heirs, successors and assigns, with the Franklin Soil and Water Conservation District and the City of Gahanna and their assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said property is and will be for the benefit of the Franklin Soil and Water Conservation District and the City of Gahanna which lands are adjacent to or in the vicinity of the lands of the Grantors described below.

The restrictions hereby imposed upon the use of said property of the Grantors, and the acts which said Grantors so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" means that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless other wise expressly provided hereunder.
2. There shall be on or in the easement property no fillings, drilling, excavating, removal of top soil, sand, gravel, rock minerals or other materials nor any

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
MAY 19 1999
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.

3. There shall be no spraying or other application of herbicides or pesticides unless, in advance, written permission is granted and mutual consent agreed upon by the Franklin Soil and Water Conservation District.
4. No power or transmission lines may be erected, nor any interests in the easement property shall be granted for this purpose. In is the intent of this provision to grant to the easement recipients, such an interest in said easement property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right to maintain and repair **existing** telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, Grantor's successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantors and easement recipients. Upon completion, the area shall be restored to its previous state or as near as practical.
5. No trees, ground cover, or other vegetation shall be removed by cutting, mowing, or any other activity unless approved by the Franklin Soil and Water Conservation District.
6. The easement property shall at all times be kept free of garbage, trash, and machinery, and the Grantor and representatives of the Grantor shall allow no other unsightly material to accumulate or be stored thereon. The easement recipients shall refrain from storing or accumulating unsightly material upon the easement property but have no duty to remove garbage, trash, etc. unlawfully deposited on the premise by persons acting with or without the consent of the Grantor.
7. The lands of the Grantors shall be managed and maintained in accordance with the provisions of the management plan attached hereto and incorporated herein.
8. Each and every activity, including but not limited to construction activity which might endanger the natural integrity or state of the easement property, is forbidden.
9. The easement recipients reserve the right to periodically inspect the easement property for violations of the easement, and if upon sixty days (60) advance notice the Grantor has not eliminated said violations, the easement recipients may remove or eliminate, at the expense of the Grantor, any violation by the Grantor of the easement. The easement recipients or an authorized representative may enter upon said lands for the purpose of inspection.
10. The easement recipients reserve the right to post or clearly mark the boundaries of said easement in compliance with their policies.
11. Cattle or other livestock shall not be permitted on the easement property, except that the easement recipients shall permit access to and use of waters within an area necessary to protect and further the purposes of this easement, provided:

- (a). The Grantor bears the costs of building and maintaining fencing or other facilities reasonably necessary to preclude livestock from entering the easement property; and
 - (b). access for the livestock watering need not be permitted where other waters are reasonably available from other sources outside the easement property; and
 - c). access for the livestock watering points must comply with established Best Management Practices (BMP's).
13. All Grantor activities which are prohibited on the easement property are also prohibited for any employee, agent, or representative of the Grantor. The Grantor may not give permission to another person to perform prohibited activities.

The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantors which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantors reserve for themselves, their heirs and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement.

The lands of the Grantors, hereinabove referred to and to which the provisions of this instrument apply, are situated in City of Gahanna ~~township~~, Franklin County, the State of Ohio, and are more particularly described as follows:

See Attached Legal Description of Area of Easement

TO HAVE AND TO HOLD unto the Franklin Soil and Water Conservation District and the City of Gahanna and their assigns for ever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the grantors, their heirs, successors, and assigns, and each of them, and shall WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands on the day and year first above written, and do release expectancy of dower in said easement conveyed herein.

Signed and acknowledged in the presence of:

WITNESSES:

Pat Froman
Aryel Hughes

GRANTORS

James F. McTaggart

The Franklin Soil and Water Conservation District and the City of Gahanna does hereby accept the within Conservation Easement and all the terms and conditions thereof this 4th day of May, 1999.

Signed and acknowledged in the presence of:

WITNESSES:

Jennifer Fish
Jennifer Fish

FRANKLIN SOIL AND WATER
CONSERVATION DISTRICT

James Doran
James Doran

WITNESSES:

Pat Froman
Aryel Hughes

CITY OF GAHANNA

James F. McTaggart

STATE OF OHIO
FRANKLIN COUNTY

The Grantors, named James J. McHugh, personally appeared before me, a notary public in and for said county and state, and acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Columbus, Ohio, this 4th day of May, 1999.

Sharon M. Scholl
NOTARY PUBLIC

My commission expires: June 4, 2001



SHARON M. SCHOLL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 4, 2001

CONSERVATION EASEMENT — FOXBORO NO. 4 — RESERVE "A"
EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, City of Gahanna, being a conservation easement over part of Reserve "A" of "FOXBORO NO. 4" of record in Plat Book 46, Page 81 (record references to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Commencing at the southeasterly corner of Lot 135, being the southwesterly corner of said Reserve "A";

thence easterly along the southerly line of Reserve "A", North 71°44'04" East, 118.53 feet;

thence North 18°15'59" West, 60.00 feet to the TRUE POINT OF BEGINNING:

thence North 18°15'59" West, 30.00 feet;

thence North 71°44'01" East, 140.00 feet;

thence North 48°09'20" East, 55.00 feet;

thence North 24°34'39" East, 76.91 feet;

thence North 65°25'21" West, 25.00 feet;

thence North 24°34'39" East, 100.00 feet;

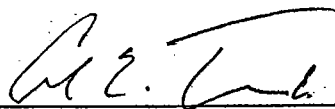
thence South 65°25'21" East, 55.00 feet;

thence South 24°34'39" West, 220.00 feet;

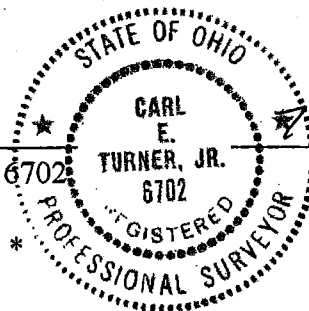
thence South 71°44'01" West, 183.09 feet to the 'True Point of Beginning,' containing 0.333 acre of land, more or less, as described from records only, in April of 1999, by Carl E. Turner, Jr., Registered Professional Surveyor No. 6702.

Subject, however, to all legal rights-of-way, of previous record.

The reference meridian for the foregoing description is the plat bearing for the southerly line of said Reserve "A" (I.e. North 71°44'04" East).

By: 

Carl E. Turner, Jr., Professional Surveyor No. 6702

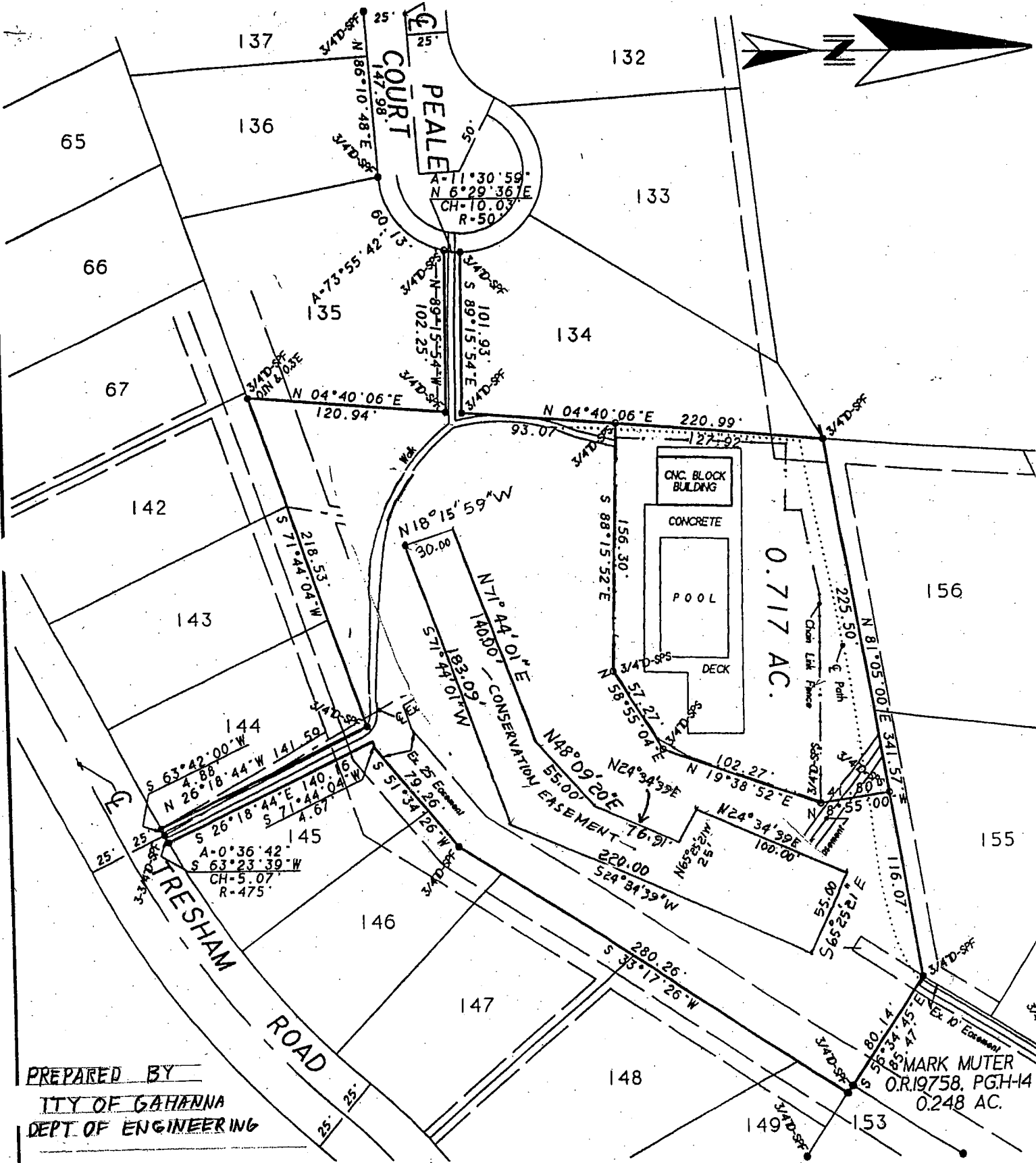
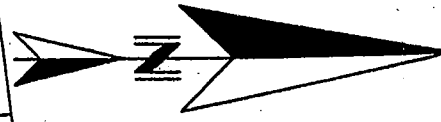


April 1999
Date

* End Description *

CONSERVATION EASEMENT

PLAT BOOK 46 PAGE 81
DEED BOOK 3340 PAGE 511



PREPARED BY
CITY OF GAHANNA
DEPT. OF ENGINEERING
CITY ENGINEER

MARK MUTER
O.R. 19758, PGH-14
0.248 AC.



DEED OF CONSERVATION EASEMENT

This Deed is made this 4th day of May, 1999, by and between City of Gahanna, Grantors, and the Franklin Soil and Water Conservation District and the City of Gahanna, Grantees.

WHEREAS, Section 5301.69 of the Ohio Revised Code authorized the Franklin Soil and Water Conservation District Board of Supervisors to acquire conservation easements in the name of the Franklin Soil and Water Conservation District for the purpose of protecting the natural resources of the area; and

WHEREAS, said Grantors are the owners in fee of certain real property, hereinafter described, situated in Franklin County, Ohio, which the Board of Supervisors for the Franklin Soil and Water Conservation District has determined to be of importance to the protection of the Rocky Fork Creek Watershed.

NOW THEREFORE, and in consideration of one dollar the Grantors do hereby grant and convey, for ever, unto the Franklin Soil and Water Conservation District and the City of Gahanna and their assigns an estate, interest and conservation easement in said real property of the Grantors of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantors, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantors, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantors covenant on behalf of themselves, their heirs, successors and assigns, with the Franklin Soil and Water Conservation District and the City of Gahanna and their assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said property is and will be for the benefit of the Franklin Soil and Water Conservation District and the City of Gahanna which lands are adjacent to or in the vicinity of the lands of the Grantors described below.

The restrictions hereby imposed upon the use of said property of the Grantors, and the acts which said Grantors so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" means that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless other wise expressly provided hereunder.
2. There shall be on or in the easement property no fillings, drilling, excavating, removal of top soil, sand, gravel, rock minerals or other materials nor any

CONVEYANCE TAX
EXEMPT

JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

**TRANSFERRED
NOT NECESSARY**

MAY 19 1999
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.

3. There shall be no spraying or other application of herbicides or pesticides unless, in advance, written permission is granted and mutual consent agreed upon by the Franklin Soil and Water Conservation District.
4. No power or transmission lines may be erected, nor any interests in the easement property shall be granted for this purpose. It is the intent of this provision to grant to the easement recipients, such an interest in said easement property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right to maintain and repair **existing** telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, Grantor's successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantors and easement recipients. Upon completion, the area shall be restored to its previous state or as near as practical.
5. No trees, ground cover, or other vegetation shall be removed by cutting, mowing, or any other activity unless approved by the Franklin Soil and Water Conservation District.
6. The easement property shall at all times be kept free of garbage, trash, and machinery, and the Grantor and representatives of the Grantor shall allow no other unsightly material to accumulate or be stored thereon. The easement recipients shall refrain from storing or accumulating unsightly material upon the easement property but have no duty to remove garbage, trash, etc. unlawfully deposited on the premise by persons acting with or without the consent of the Grantor.
7. The lands of the Grantors shall be managed and maintained in accordance with the provisions of the management plan attached hereto and incorporated herein.
8. Each and every activity, including but not limited to construction activity which might endanger the natural integrity or state of the easement property, is forbidden.
9. The easement recipients reserve the right to periodically inspect the easement property for violations of the easement, and if upon sixty days (60) advance notice the Grantor has not eliminated said violations, the easement recipients may remove or eliminate, at the expense of the Grantor, any violation by the Grantor of the easement. The easement recipients or an authorized representative may enter upon said lands for the purpose of inspection.
10. The easement recipients reserve the right to post or clearly mark the boundaries of said easement in compliance with their policies.
11. Cattle or other livestock shall not be permitted on the easement property, except that the easement recipients shall permit access to and use of waters within an area necessary to protect and further the purposes of this easement, provided:

IN WITNESS WHEREOF, the Grantors have hereunto set their hands on the day and year first above written, and do release expectancy of dower in said easement conveyed herein.

Signed and acknowledged in the presence of:

WITNESSES:

Pat Roman
Aryel Hughes

GRANTORS

James F. M. Ryan

The Franklin Soil and Water Conservation District and the City of Gahanna does hereby accept the within Conservation Easement and all the terms and conditions thereof this 4th day of May, 1999.

Signed and acknowledged in the presence of:

WITNESSES:

Jennifer Fish
Jennifer Fish

FRANKLIN SOIL AND WATER
CONSERVATION DISTRICT

James Doran
James Doran

WITNESSES:

Pat Roman
Aryel Hughes

CITY OF GAHANNA

James F. M. Ryan

STATE OF OHIO
FRANKLIN COUNTY

The Grantors, named James F. McKeegan personally appeared before me, a notary public in and for said county and state and acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Sehanna, Ohio, this 4th day of May, 1999.

Sharon M. Scholl
NOTARY PUBLIC

My commission expires: June 4, 2001



SHARON M. SCHOLL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 4, 2001

CONSERVATION EASEMENT — SARATOGA ESTATES — RESERVE "A"

EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, City of Gahanna, being a conservation easement over part of Reserve "A" of "SARATOGA ESTATES SECTION NO. 1," of record in Plat Book 48, Pages 63 & 64 (record references to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Commencing at the southwesterly corner of said Reserve "A," being the southeasterly corner of Lot 68 of "Saratoga Estates Section No. 2," of record in Plat Book 49, Pages 110 through 113;

thence easterly along the southerly line of said Reserve "A", South 84°58'29" East, 85.00 feet;

thence North 5°01'31" East, 20.00 feet to the TRUE POINT OF BEGINNING:

thence North 5°01'31" East, 60.00 feet;

thence South 84°58'29" East, 420.00 feet;

thence North 5°01'31" East, 80.00 feet;

thence South 84°58'29" East, 60.00 feet;

thence South 5°01'31" West, 140 feet;

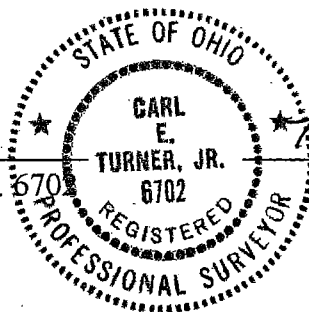
thence North 84°58'29" West, 480.00 feet to the 'True Point of Beginning,' containing 0.771 acre of land, more or less, as described from records only, in April of 1999, by Carl E. Turner, Jr., Registered Professional Surveyor No. 6702.

Subject, however, to all legal rights-of-way, if any, of previous record.

The reference meridian for the foregoing description is the plat bearing for the southerly line of said Reserve "A" (I.e. South 84°58'29" East).

By: 

Carl E. Turner, Jr., Professional Surveyor No. 6702



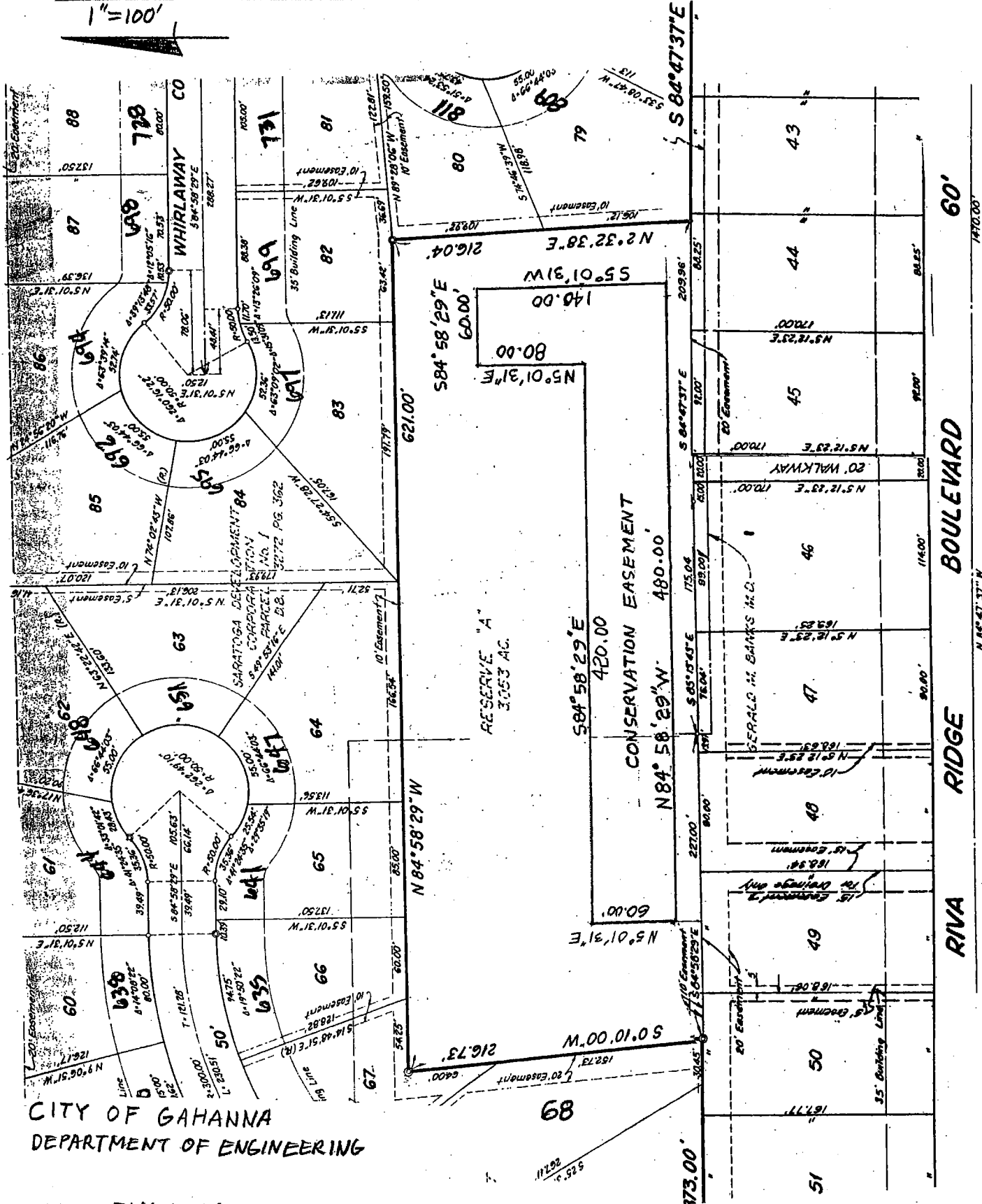
April 1999
Date

* End Description *

CONSERVATION EASEMENT Pb 48 pgs 63, 64

ON RESERVE "A" SARATOGA ESTATES CITY OF GAHANNA

1"=100'



CITY OF GAHANNA
DEPARTMENT OF ENGINEERING

CITY ENGINEER

RIVA RIDGE BOULEVARD 60'

N 84° 47' 37\"/>

7470.00'

- (a). The Grantor bears the costs of building and maintaining fencing or other facilities reasonably necessary to preclude livestock from entering the easement property; and
 - (b). access for the livestock watering need not be permitted where other waters are reasonably available from other sources outside the easement property; and
 - (c). access for the livestock watering points must comply with established Best Management Practices (BMP's).
13. All Grantor activities which are prohibited on the easement property are also prohibited for any employee, agent, or representative of the Grantor. The Grantor may not give permission to another person to perform prohibited activities.

The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantors which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantors reserve for themselves, their heirs and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement.

The lands of the Grantors, hereinabove referred to and to which the provisions of this instrument apply, are situated in City of Gahanna ~~township~~, Franklin County, the State of Ohio, and are more particularly described as follows:

See Attached Legal Description of Area of Easement

TO HAVE AND TO HOLD unto the Franklin Soil and Water Conservation District and the City of Gahanna and their assigns for ever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the grantors, their heirs, successors, and assigns, and each of them, and shall WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

Appendix C
StreamBanking Cost Share Agreement

AGREEMENT NO. NWF299-A

To: Chairman, Franklin Soil and Water Conservation District

From: City of Gahanna

(Name)

(Address)

(Phone)

FARM LOCATION FRANKLIN (JEFFERSON) (PEATE CT. / CHURCHILL DR.
(County) (Township) (Section) (Road or Highway)

I (we) undersigned owner(s) do request NatureWorks cost-share funding to help pay the cost of installing the acceptable practice(s) indicated in order to meet the standards adopted by the Division of Soil and Water Conservation (DSWC) for nonpoint source pollution abatement. It is understood and agreed that:

1. The technical representative of the local Soil and Water Conservation District must certify that the practice as needed to meet the state standards for nonpoint source pollution abatement, and certify the estimates of quantities and cost as proper and reasonable.
2. Public cost-sharing will not exceed 75 percent of the actual cost of installing the least expensive acceptable practice needed. A more elaborate and expensive practice may be used if the District technical representative certifies that it will meet the appropriate standards(s); in that case, however, NatureWorks cost-sharing will not exceed 75 percent of the estimated cost of the least-expensive acceptable practice indicated.
3. Cost-share funds are available only to owners/operators who have a District approved current operation and management plan.
4. All eligible cost-share practices must be planned and installed in accordance with the technical specifications listed in the Technical Guide and/or the technical specifications approved by the Chief of the DSWC if the Technical Guide does not apply.
5. The District must be notified and a "Supplemental Cost-Share Agreement" filed if any substantial change is made in the practice to be installed, the starting and completion dates, and/or the cost thereof. The technical representative of the District must certify such changes as proper and reasonable.
6. The technical representative of the District must certify that the practice is completed and meets the required technical specifications.
7. All items of cost, upon which reimbursement will be based, must be verified by receipts for payments made to vendors and/or a list of landowner/operator time expenditures, equipment use, and cost (based on rates determined by the DSWC for NatureWorks programs) and all such cost-supporting items shall be verified by the technical representative of the District as proper and reasonable.
8. The technical representative of the District and/or the Division of Soil and Water Conservation shall have the right of ingress and egress to my land for the purpose of fulfilling this agreement.

9. Installation of the practice(s) indicated will be started within SIX (6) months from the date this agreement is approved and completed by the date shown below. Failure to meet these dates will result in automatic termination unless this agreement is amended by mutual consent to reschedule the work.
10. Nonpoint source pollution abatement practices installed with state NatureWorks cost-share assistance shall be properly operated and/or maintained by the owner for no less than fifteen (15) years.
11. The District shall monitor the maintenance of practices established with state cost-share moneys in cooperation with the DSWC and report to the DSWC any failure to maintain such practices or sale of such land thereby subjecting a person to recovery of state cost-share moneys.

As the recipient of public cost-share funds, I understand that if I (owner/operator) fail to care for and maintain the practice(s) cost shared by the state, the District may recover up to the full amount of the cost share moneys.

If title to land containing these cost-share practices is transferred to another person, it shall be my (owner/operator) responsibility or designated agent or representative to advise the new owner that this agreement exists; and, if the practice is not maintained for fifteen years from the time of establishment or replaced with an equally effective pollution abatement practice at no cost to the District, the new owner shall be subject to repayment up to the full amount of the state cost-share moneys.

If this property is sold for or converted to other uses with fifteen years from the time of establishment of the practice, the owner/operator understands that the District may recover up to the full amount of the state cost-share moneys.

The District shall monitor the maintenance of practices established with state cost-share moneys in cooperation with the DSWC and report to the DSWC any failure to maintain such practices or sale of such land, thereby subjecting the owner and/or operator recovery of state cost-share moneys. There shall be attached to this agreement:

- (a) a description of the water-quality problem(s) to be corrected;
- (b) a map indicating the stream to be protected, location of all practices to be installed, and where to access the site for follow-up maintenance of practices;
- (c) a project budget breakdown showing labor, materials, and other cost and indicating the percent of total project funds from the NatureWorks program, and the percent of total project costs borne by state funding and source of all remaining funds (landowner, federal, other);
- (d) a project timetable, including planned completion date

Practice(s) to be installed including pollution abatement standards (Technical Guide Specification Number) to be met: CONSERVATION TREE PLANTING.

Least-expensive acceptable practice(s) needed: CONSERVATION PLANTING.

Estimated Cost: \$10,643.33 (Attach Itemized List)

State Cost Share Not to Exceed \$ \$7982.50

If Practice desired is more elaborate and expensive, explain:

Expected life of practice(s) to be installed: 50+ yrs. (Must be at least 15 years).

Attach a map of farm showing location of practice(s).

Planned completion date: SPRING, 1999.

Signed: Hector R. Santiago Date: 1-16-99
District Technical Representative

Hereby agreed to by:

JOHN F. M. ROY Date: 1/16/98
Owner/Operator
31-6400492
Federal Tax ID or Social Security Number

This agreement has been reviewed by the Franklin Soil and Water Conservation District Board of Supervisors on May 13, 1999, and certifies as eligible for cost-sharing from DSWC under the terms and conditions of Ohio Revised Code and rules promulgated thereto and recommended for approval.

Signed:

X James Doran Date: 5/13/99
Chair, Board of Supervisors,
Franklin Soil and Water Conservation District

ORIGINAL SIGNATURES MUST BE ON TWO COPIES

COMPLETION CERTIFICATION

Completion Certified by:

Hector R. Santiago Date: 5/13/99
Technical Representative
Franklin Soil and Water Conservation District

NatureWorks Cost Share Provided: \$ 7982.50

Check Number(s): 1021

Date: July 9, 1999