

NOV 27 2000

**DEED AND AGREEMENT OF
CONSERVATION EASEMENT**

AT 2:30 M
JAMES B. MCCARTHY
AUDITOR
COUNTY OF SUMMIT

nd This Deed and Agreement of Conservation Easement ("Conservation Easement") is made this day of November, 2000 by and between PFR Land Company, an Ohio corporation, its successors and assigns (the "Grantor") having an address at 25250 Rockside Road, Bedford Heights, Ohio and Ohio Stream Preservation, Inc. an Ohio not-for-profit corporation, its successors and assigns (the "Grantee") having an address at 24850 Aurora Rd., Unit C, Bedford Heights, Ohio 44146.

WHEREAS, the Grantor is the owner in fee of certain real property situated in Summit County, Ohio which is more particularly identified and described on Exhibit A attached hereto, and which real property is commonly known as Lake Forest Estates Subdivision ("Subdivision"), Macedonia, Ohio; and

WHEREAS, the Grantor has proposed to construct a certain project on the real property identified 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; and

WHEREAS, the Grantor is creating the Lake Forest Estates Homeowner's Association, Inc., ("Association") and is adopting for the Association its Declaration of Covenants, Conditions, Restrictions, and Easements for Lake Forest Estates Subdivision, City of Macedonia, Summit County, Ohio ("Declaration of Covenants"), and

WHEREAS, the Grantor agrees to cause the Declaration of Covenants to commit the Association to being bound by the terms of this Easement, and

WHEREAS, in order to protect the quality of the surface waters located on the real property, the Ohio EPA has required that Grantor, as a condition of being issued a 401 water quality certification, grant a conservation easement in and to a portion of the Grantor's real property, which is more specifically identified on the recorded Subdivision Plat as Nature Preserve ("Nature Preserve"); and

WHEREAS, the Nature Preserve is located on various blocks and numbered sublots of land ("Lot") shown upon the recorded subdivision map of the Lake Forest Estates Subdivision; and

WHEREAS, in order to further protect the tributaries to Brandywine Creek, and in addition to the Nature Preserve, a Nature Buffer ("Nature Buffer") is established along the tributaries affecting Lots 35, 36, 37, 48, 60, 67, 68, 70, 71, 72, 73, 74, 75, 77, 82, 83, 84, 86, 87, 88, 89, 90, 144, 145, 160, 163 and 165. The characteristics of these Lots is such that specific and directed requirements be applied, based on existing environmental conditions found on these Lots. The "Nature Buffer" shall be an average of fifty (50) feet in total width along the tributaries, with the exception of road, driveway and utility crossings, and shall be protected in perpetuity as a part of this Conservation Easement by the Grantee herein.

WHEREAS, Section 5301.69 of the Ohio Revised Code authorizes Grantee to acquire and hold conservation easements for the purposes set forth herein;

WHEREAS, it is intended that one single family home shall be constructed on each Lot; and

WHEREAS, the record owner of the fee simple title to any Lot is hereinafter referred to as the "Owner"; 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 Nature Preserve and Nature Buffer ("Protected Properties") 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 Protected Properties of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Protected Properties, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Protected Properties by Grantor, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantor covenants on behalf of itself, its heirs, successors and assigns with the Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Protected Properties, the various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from such acts, and each thereof, is and will be for the benefit of Grantee.
2. **Term of Easement**: The easement granted hereunder shall be perpetual and shall have no expiration date.
3. **Conservation Values**: The Protected Properties possess substantial value in conserving and protecting the physical, biological and chemical integrity of the water course 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 Protected Properties have been documented in application no. 1999-01671(0) for Section 404 permit (U. S. Army Corps of Engineers) and Section 401 water quality certification (Ohio EPA) prepared in August 1999 by Ciuni & Lynn Associates, Inc., as amended by letter dated February 14, 2000, and signed by the Grantor and the Grantee. This "Baseline Documentation Report" is incorporated by reference herein, may consist of any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Protected Properties at the time of the grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The parties acknowledge that the Baseline Documentation Report is an accurate representation of the Protected Properties at the time of this grant.
4. **Prohibited Actions**: Any activity on or use of the Protected Properties 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 Protected Properties beyond that shown on the recorded subdivision map of the Lake Forest Estates Subdivision;

- b. **Commercial Activities:** Commercial development, commercial recreational use, or industrial activity;
- c. **Construction:** The placement or construction of any man-made modifications including but not limited to buildings, structures, fences, mobile homes, advertising, billboards, camping accommodations, roads and parking lots. Provided, however, a Lot Owner may construct a fence, subject to City of Macedonia approval, along the rear and side lot line of any Lot along the perimeter of the Lake Forest Estates Subdivision.
- d. **Destruction or Introduction of Vegetation:** The removal or destruction of native growth in the Nature Preserve, including without limitation the use of fertilizers, the spraying of pesticides or biocides, the introduction of nonnative animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation except as approved in writing by the Grantee, and limited to the following purposes:
- (1) The control or prevention of imminent hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation, except for the blocking of streams, and;
 - (2) The removal of dead , diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation which can be cut and left laying in place except for blocking streams, and;
 - (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying in place, except for blocking streams, and;
 - (4) The maintenance of any utilities or facilities that exist or will exist as shown on the approved Subdivision plan as of the date of the recording of this Conservation Easement.
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Nature Preserve, or doing any act that would alter the topography of the Nature Preserve, excepting the maintenance of existing foot trails, if any, and that caused by the forces of nature.
- f. **Dumping:** The dumping 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 or any placement of underground storage tanks, on or in the Nature Preserve.
- g. **Water Courses:** Subsequent to the completion of the Subdivision pursuant to the approved plans, alteration of the natural water courses, streams, wetlands, marshes, or other water bodies, and the use or activity detrimental to water purity on the Nature Preserve, except as may be necessary and agreed to, in writing, in advance of the alteration, by the Grantee to prevent or halt soil erosion, soil slippage, and damage from erosion.

- h. **Motorized Vehicles:** The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Nature Preserve, except as necessary to fulfill the obligations herewith and with the prior written permission of the Grantee;
 - i. **Hunting:** The hunting or trapping on the Nature Preserve, except to the extent specifically approved in writing by the Grantee as necessary to keep the animal population within numbers consistent with the ecological balance to the area;
 - j. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, ecological integrity of the Nature Preserve shall be prohibited.

- 5. **Requirements for Protected Properties:** The following minimum conditions shall apply to the Protected Properties including the Lots containing the designated Nature Buffer:
 - a. The Owner is responsible for ensuring that the contractor and/or workers involved with the construction and development of a home on the Lot, including but not limited to clearing and grubbing, excavation, delivery and storage of any and all materials, paving and landscaping, 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.
 - b. Efforts shall be made to keep construction debris from entering the waterway, stream or buffer area, and shall be removed immediately should any such debris be present in said areas.
 - c. That the mechanical equipment used to execute any and all work be operated in such a way as to minimize turbidity that could degrade water quality and adversely affect aquatic plant and animal life.
 - d. Best Management Practices (BMP's) including silt controls be installed downstream from the project area 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.
 - e. That all installed landscaping 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.

- 6. **Rights of Grantee:** The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Protected Properties:
 - a. **Right to Enter:** The Grantee has the right to enter the Protected Properties 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 Association . The Owner may use the Protected Properties without interference provided that the Owner restricts his/her use to those permitted under this Conservation Easement. The Grantee has no right to permit others to enter the Protected Properties. The general public is not granted access to the under this Conservation Easement.

- b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Protected Properties 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 Protected Properties which are damaged by any activity inconsistent with this Conservation Easement.
 - d. **Right to Placement of Signs:** The Grantee shall have the right to place a reasonable number of small signs on the Nature Preserve which identify the land as being protected by this Conservation Easement.
 - e. **Right to adopt Rules of Use.** The Grantee shall have the right to promulgate rules consistent with the prohibited uses and the permitted uses set forth herein, which rules shall be followed by all users of the Nature Preserve.
7. **Rights Reserved to Grantor:** Grantor reserves to itself, and its successors and assigns, all rights accruing from its ownership of the Protected Properties, including the right to engage in or permit or invite others to engage in all uses of the Protected Properties that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
- a. **Right to Convey:** The Grantor retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Protected Properties. 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 easement with respect to prohibited uses and permitted uses, the Grantor and/or Owners, their successors and assigns shall retain the right of unimpeded access to the Protected Properties.
8. **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 an Owner.** An action may be brought against an Owner who has violated the prohibitions on use which can be made of the Protected Properties or who is threatening to violate said prohibited use. Prior to an action being brought against an Owner, the Grantee shall provide written notice, as set forth herein, to the Owner advising the Owner of the violation and demanding that the Owner abate and cure the violation.
 - b. **Actions Against the Association.** If Grantee is unable to determine the party who has violated the prohibitions on use which can be made of the Protected Properties or

who is threatening to violate the said prohibited use, or on land owned in common, the Grantee may bring action against the Association. Prior to an action being brought against the Association, the Grantee shall provide written notice, as set forth herein, to the Association advising the Association of the violation and demanding that the Association abate and cure the violation.

- c. **Requirement of Notice.** If, for a twenty-eight (28) day period after the date of written notice as provided above ("Notice Period"), the Owner or the Association, as the case may be, continues in its prohibited use or in its threatened prohibited use of the Protected Properties, or if the Owner or the Association, as the case may be, does not abate the violation during the Notice Period, or if the Owner or the Association, as the case may be, does not take substantial corrective measures within the Notice period, or if the Owner or the Association, as the case may be, should fail to continue diligently to cure such violation until finally cured, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Protected Properties, and/or an order compelling restoration of the Protected Properties.
 - d. **Emergency Action Without Notice:** If the Grantee determines that the use permitted by this Conservation Easement is, or is expected to be violated, the Grantee will make a good faith effort to provide notice to the Owner. If, through reasonable efforts, the Owner cannot be notified, or if the Grantee determines, in its sole discretion, that the circumstances justify prompt action to mitigate or prevent injury to Protected Properties, then the Grantee may pursue its lawful remedies without prior notice and without awaiting the Owner's opportunity to cure
 - e. **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.
 - f. **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.
 - g. **Delay in Enforcement.** Notwithstanding the foregoing, any delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the terms of this Conservation Easement.
9. **Ownership Costs and Liabilities:** In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Protected Properties. 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 Protected Properties or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims during the tenure of the Grantor's ownership of the Protected Properties. Subsequently, the Owner agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims during the tenure of the Owner's ownership of the Protected Properties. In the event that the Grantor is unable to defend and/or indemnify the Grantee, then the Association shall so defend and indemnify Grantee in substitution for the Grantor.

10. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Owner and Ohio EPA.
11. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain.
 - a. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The Grantee will then be entitled to compensation in accordance with applicable laws and in proportion to Grantee's interest in the Protected Properties at the effective date of this Conservation Easement.
 - b. **Eminent Domain:** If the Protected Properties 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 Protected Properties at the effective date of this Conservation Easement.
12. **Recordation:** Grantee shall record this instrument in a timely fashion in the official record of Summit County, Ohio and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.
13. **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. As a condition of such transfer, the Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
14. **Liberal Construction:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Protected Properties. 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.
15. **Notices:** For purposes of this Conservation Easement, notices may be provided to either party, by personal delivery or by mailing a written notice to that party by first class mail, postage prepaid. Delivery will be complete upon depositing the properly addressed notice with the U. S. Postal Service.

The notice shall be served to the Grantor at:

PFR Land Company
25250 Rockside Road
Bedford Heights, Ohio 44146

with a copy to its attorney at:

TransCon Builders, Inc.
25250 Rockside Road
Bedford Heights, Ohio 44146

The notice shall be served to the Grantee at:

Ohio Stream Preservation, Inc.
24850 Aurora Road, Unit C
Bedford Heights, Ohio 44146


with a copy to its attorney at:

Reddy, Grau and Meek
Attn. Mr. David Meek
5306 Transportation Blvd.
Garfield Heights, Ohio 44125

16. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
17. **Subsequent Transfers:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Protected Properties and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Protected Properties shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor shall incorporate the terms of this Conservation Easement, by reference, in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Properties, including, without limitation, a leasehold interest.
18. **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 Protected Properties. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.
19. **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.
20. **Entire Agreement:** This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year first above written.

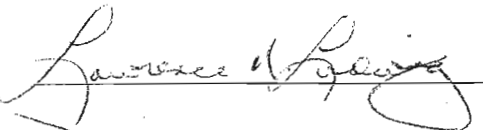
WITNESSES:

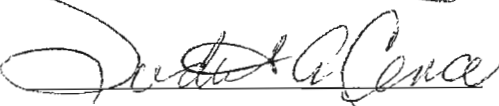


Lawrence G. Gipe

Lawrence G. Gipe

WITNESSES:

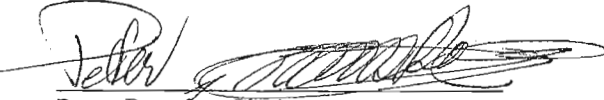


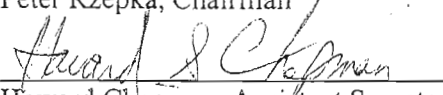
Lawrence G. Gipe


David A. Cince

GRANTOR

PER LAND COMPANY

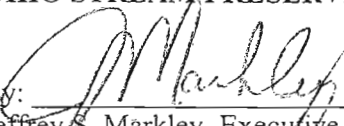


Peter Rzepka, Chairman


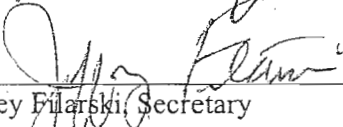
Howard Chapman, Assistant Secretary

GRANTEE

OHIO STREAM PRESERVATION, INC.

By: 

Jeffrey S. Markley, Executive Director

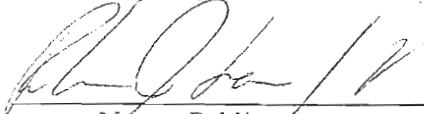
By: 

Jeffrey Filarski, Secretary

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared **PETER RZEPKA**, Chairman, and **HOWARD S. CHAPMAN**, Assistant Secretary, officers of PFR LAND COMPANY, who said they were duly authorized in these presents, and that they acknowledge their signatures to be their free act and deed, individually, and as such officers.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Bedford Heights, Ohio, this 2nd day of November, 2000.




Notary Public
REBECCA J. LAMPERT
Notary Public, State of Ohio
Portage County
My Commission Expires Feb. 22, 2005

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared **JEFFREY S. MARKLEY**, Executive Director, Ohio Stream Preservation, Inc., and **JEFFREY FILARSKI**, Secretary, Ohio Stream Preservation, Inc. who said they are duly authorized in these presents, and that they acknowledge their signatures to be his free act and deed, individually, and as such Executive Director and Secretary.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Bedford Heights, Ohio, this 2nd day of November, 2000.



Notary Public
Judith A. Cence
My Commission Expires August

EXHIBIT "A"

LEGAL DESCRIPTION

Lake Forest Estates Subdivision

Situated in the City of Macedonia, County of Summit and State of Ohio and known as being part of Tract 1-SW of Original Twinsburg Township and bounded and described as follows:

Beginning at an Iron Pin Monument at the centerline intersection of Davaria Road (60 feet wide) and Twinsburg Road (C.H. 112-60 feet wide), thence South $89^{\circ} 06' 38''$ West a distance of 1582.77 feet to a Rail Road Spike found on the tangent line of a curve and being 6.70 feet west of the centerline intersection of said Twinsburg Road and Valley View Road (C.H. 25-60-feet wide);

Thence North $34^{\circ} 31' 21''$ West along the tangent line of a curve and the centerline of said Valley View Road a distance of 964.67 feet to a $\frac{1}{2}$ " Iron Pin found at the Point of Intersection of a curve;

Thence North $41^{\circ} 27' 29''$ West along the tangent line of a curve and said centerline of Valley View Road a distance of 690.21 feet to a point at which point is witnessed by a Rail Road Spike found (0.47 feet south and 0.54 feet west) and also being the Principal Place of Beginning of the lands described as follows;

Thence continuing North $41^{\circ} 27' 29''$ West along the centerline of said Valley View Road a distance of 856.14 feet to a $\frac{3}{4}$ " iron pipe found, therein;

Thence continuing North $41^{\circ} 27' 29''$ West along the centerline of said Valley View Road, a distance of 380.32 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right and along said centerline of Valley View Road, a distance of 15.62 feet to a point, said curve having a radius of 1145.96 feet, a central angle of $00^{\circ} 46' 52''$, a tangent of 7.81 feet, and a chord of 15.62 feet bearing North $41^{\circ} 04' 02''$ West;

Thence North $00^{\circ} 08' 22''$ West a distance of 247.21 feet along the easterly line of lands owned by John and Georgia Bojarski as recorded in O.R. 424-019, to a $\frac{5}{8}$ " iron pin set with cap "Ciuni & Lynn 7394", passing over an $\frac{5}{8}$ " iron pin set with cap "Ciuni & Lynn 7394" at 47.04 feet on the easterly right-of-way line of said Valley View Road;

Thence along the arc of a curve deflecting to the left and along the southerly line of lands owned by the Cleveland and Pittsburgh Railroad Company as recorded in Volume 3965, Page 123 a distance of 629.58 feet to a $\frac{5}{8}$ " iron pin set, said curve having a radius of 1105.37, a central angle of $32^{\circ} 38' 01''$, a tangent of 323.59 feet, and a chord of 621.11 feet bearing North $67^{\circ} 03' 32''$ East;

Thence North $50^{\circ} 33' 02''$ East a distance of 790.65 feet along the southeasterly line of said Cleveland and Pittsburgh Railroad Company lands to an iron pipe found;

Thence North $89^{\circ} 33' 18''$ East a distance of 91.93 feet along the southerly line of said Cleveland and Pittsburgh Railroad Company lands to an 1" iron pipe found;

Thence along the arc of a curve deflecting to the left along the easterly line of said Cleveland and Pittsburgh Railroad Company lands to an 1" iron pipe found, said curve having a radius of 1175.37 feet, a central angle of $56^{\circ} 51' 39''$, a tangent of 636.33 feet, and a chord of 1119.17 feet bearing North $13^{\circ} 47' 44''$ East;

Thence North 89° 06' 26" East a distance of 222.68 feet along the southerly line of Sublot No. 3 in Macedonia Corporate Park Subdivision as recorded Cab. E, SL. 236-238 to a stone monument found;

Thence North 88° 54' 52" East a distance of 1031.67 feet along the southerly line of lands owned by John F. and Margaret H. York as recorded in Volume 7090, Page 645 to a 5/8" iron pin set;

Thence South 00° 19' 36" East a distance of 1082.79 feet along the westerly line of said York lands to a 5/8" iron pin set;

Thence South 01° 59' 29" East a distance of 151.85 feet along the westerly line of said York lands to a 5/8" iron pin set;

Thence South 00° 45' 11" East along the westerly line of said York lands and the westerly line of).L. 2, Tract 1 - SE a distance of 1624.48 feet to a 5/8" iron pin found 0.57 feet North and 3.12 feet West at the northeast corner of Meadow Ridge Colony Subdivision as recorded in Plat Book 50, Page 1;

Thence South 89° 16' 49" West a distance of 625.97 feet along the northerly line of said Meadow Ridge Colony Subdivision, to a 5/8" iron pin set;

Thence South 00° 43' 11" East a distance of 276.00 feet along the westerly line of said Meadow Ridge Colony Subdivision to a 5/8" iron pin set;

Thence South 63° 27' 41" West a distance of 769.13 feet along the northerly line of said Meadow Ridge Colony Subdivision to 5/8" iron pin set with cap "Ciuni & Lynn 7394";

Thence North 41° 27' 29" West a distance of 365.51 feet along the easterly line of lands owned by D.J. and D.A. Way and D.M. Mesacros as recorded in O.R. 053-356 to a point, at which point is witnessed by 5/8" iron pin found (0.34 feet South and 0.73 feet West);

Thence North 64° 39' 55" East a distance of 77.00 feet to a 5/8" iron pin set with cap "Ciuni & Lynn 7394";

Thence North 25° 20' 05" West a distance of 100.99 feet to a 5/8" iron pin set with cap "Ciuni & Lynn 7394";

Thence South 64° 39' 56" West a distance of 38.87 feet to a 5/8" iron pin set with cap "Ciuni & Lynn 7394";

Thence North 78° 46' 52" West a distance of 41.48 feet to a point at which point is witnessed by a 1" iron pipe found (0.19 feet North and 0.06 feet West);

Thence North 38° 11' 07" West a distance of 79.00 feet to a 5/8" iron pin found;

Thence South 78° 06' 08" West a distance of 326.73 feet to the Principal Place of Beginning, passing over a 5/8" iron pin set with cap "Ciuni & Lynn 7394" on the easterly line of said Valley View Road a distance of 292.24 feet, containing 138.7525 acres of land more or less according to a survey in June 1997 by Ciuni & Lynn Associates, Joseph R. Ciuni, Professional Surveyor No. 7394, but subject to all legal highways and easements of record.

TWINSBURG RD ~ 60' C.H. 112

S004311'S004311'E
1478.39' 1165.90'

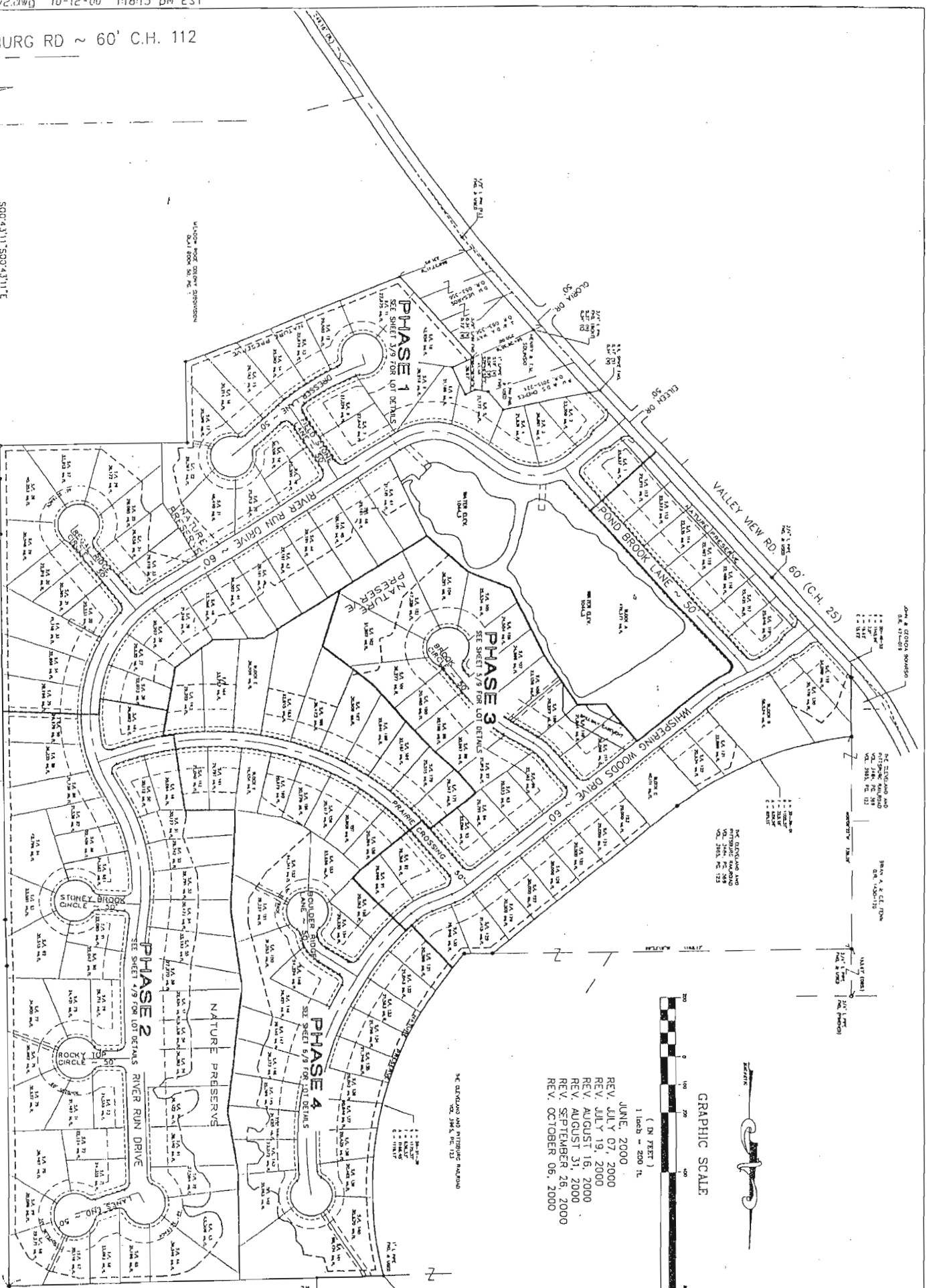
1/4" = 100'
1/4" = 100'
1/4" = 100'

1/4" = 100'
1/4" = 100'
1/4" = 100'

DATE: 10/26/00
DRAWN BY: J. W. WARD

DDO PART 110

2



GRAPHIC SCALE



- REV. OCTOBER 06, 2000
- REV. SEPTEMBER 26, 2000
- REV. AUGUST 31, 2000
- REV. AUGUST 16, 2000
- REV. JULY 19, 2000
- REV. JULY 07, 2000
- JUNE 2000

DATE: 10/26/00
DRAWN BY: J. W. WARD

DATE: 10/26/00
DRAWN BY: J. W. WARD

JOHN A. GORDON SURVEYOR
100 N. W. 10th St.
Tomball, TX 77375
TEL: 281-291-1111
FAX: 281-291-1112

THE GORDON SURVEYING AND CONSULTING GROUP
100 N. W. 10th St.
Tomball, TX 77375
TEL: 281-291-1111
FAX: 281-291-1112

JOHN A. GORDON SURVEYOR
100 N. W. 10th St.
Tomball, TX 77375
TEL: 281-291-1111
FAX: 281-291-1112

DATE: 10/26/00
DRAWN BY: J. W. WARD