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Richard B. Metcalf T19990045523
Franklin County Recorder HAC

Governor's Deed
State of Ohio
DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS: Under and by virtue of Section 5 of Amended Substitute House Bill Number 552 of the 122nd Ohio General Assembly passed on March 17, 1998, approved March 31, 1998, and effective March 31, 1998, the Auditor of State, with the assistance of the Attorney General, is authorized to prepare, and the Governor is authorized to execute a Deed of Easement conveying unto the Franklin Soil and Water Conservation District, and its successors and assigns, a permanent conservation easement over State-owned real estate commonly known as "the ravine" located on property (more particularly described below) controlled by the Ohio School for the Deaf and Blind;

WHEREAS: In accordance with the provisions of Section 6 of Amended Substitute House Bill Number 552, the consideration for the conveyance of the Deed of Easement is the mutual benefit accruing to the State and the Franklin Soil and Water Conservation District by having the ravine area maintained as a conservation area;.

NOW, THEREFORE, THE STATE OF OHIO, by BOB TAFT, GOVERNOR, acting under the authority of Amended Substitute House Bill Number 552 of the 122nd General Assembly, and for the consideration stated above, does hereby grant a permanent conservation easement unto the Franklin Soil and Water Conservation District, and its successors and assigns in the following described real estate ("Easement Area"):

TRANSFERRED
NOT NECESSARY
APR 05 1999
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

Situated in the State of Ohio, County of Franklin, City of Columbus, being in Quarter Township 3, Township 2, Range 18, United States Military Lands, containing 73.112 acres of land, more or less, said 73.112 acres being in the residue of that 236.26 acre tract of land described in the deed to the State of Ohio, of record in Deed Book 1238, Page 468, Recorder's Office, Franklin County, Ohio, said 73.112 acres of land being more particularly described as follows:

Beginning, for reference, at the point of intersection of the northernmost line of said 236.26 acre tract and the westerly right-of-way line of Indianola Avenue as shown on the Indianola Avenue Establishment Plat filed in the City of Columbus Street

Department (869 DRE), said reference point of beginning being the southeasterly corner of Indian Hollow Subdivision, the subdivision plat of same being shown of record in Plat Book 67, Pages 35 and 36, Recorder's Office, Franklin County, Ohio; thence S 5°59'00" E, with a westerly right-of-way line of said Indianola Avenue, the same being parallel with and 40.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 210.62 feet to an angle point; thence S 84°01'00"W, with the right-of-way boundary of said Indianola Avenue, a distance of 10.00 feet to an angle point; thence S 5°59'00"E, with a westerly right-of-way line of said Indianola Avenue, the same being parallel with and 50.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 228.84 feet to the true point of beginning;

Thence, from said true point of beginning, southwardly, with the right-of-way boundary of said Indianola Avenue, the following five (5) courses and distances:

1). S 5°59'00"E, parallel with and 50.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 171.16 feet to a 3/4-inch (I.D.) iron pipe set;

2). S 84°01'00"W, a distance of 30.00 feet to a 3/4-inch (I.D.) iron pipe set;

3). S 5°59'00"E, parallel with and 80.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 350.00 feet to a 3/4-inch (I.D.) iron pipe set;

4). N 84°01'00"E, a distance of 40.00 feet to a 3/4-inch (I.D.) iron pipe set;

5). S 5°59'00"E, parallel with and 40.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 162.97 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 66°55'25" W, a distance of 323.31 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 86°16'18"W, a distance of 139.55 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 56°38'15"W, a distance of 71.99 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 69°52'25"W, a distance of 133.01 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 27°48'21"E, a distance of 63.04 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 79°04'21"W, a distance of 151.67 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 88°44'08"W, a distance of 72.02 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 39°53'01"W, a distance of 75.02 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 88°21'49"W, a distance of 29.34 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 21°36'08"W, a distance of 35.63 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 64°32'44"W, a distance of 28.76 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 78°18'56"W, a distance of 50.64 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 78°43'31"W, a distance of 272.06 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 77°31'52"W, a distance of 69.06 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 3°28'38"W, a distance of 80.45 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 86°42'19"W, a distance of 110.89 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 12°20'47" E, a distance of 77.90 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 89°42'48"W, a distance of 282.41 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 38°52'20"W, a distance of 49.90 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 79°20'02"W, a distance of 61.27 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 70°17'42"W, a distance of 59.33 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 52°29'25"W, a distance of 82.15 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 87°38'42"W, a distance of 41.93 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 39°25'03"W, a distance of 113.72 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 2°38'17"E, a distance of 29.51 feet to a 5/8-inch solid reinforcement rod found at the northeasterly corner of that 1.3774 acre City of Columbus easement, described in the Deed of Easement granted by a Governor's Deed State of Ohio, of record in Instrument No. 199806230155856, Recorder's Office, Franklin County, Ohio.

Thence N 89°57'34"W, with the northerly line of said 1.3774 acre easement, a distance of 300.00 feet to a 3/4-inch (I.D.) iron pipe set at the northwesterly corner of said 1.3774 acre easement;

Thence S 22°53'17"W, a distance of 618.11 feet to a 3/4-inch (I.D.) iron pipe set at a corner of said 236.26 acre tract, the same being a northwesterly corner of Glen Burn, the subdivision plat of same being shown of record in Plat Book 17, Pages 170 and 171, Recorder's Office, Franklin County, Ohio;

Thence S 0°03'19"W, with an easterly line of said 236.26 acre tract and with a westerly line of said Glen Burn, a distance of 113.40 feet to a 3/4-inch (I.D.) iron pipe set at a southeasterly corner of said 236.26 acre tract, the same being a corner of said Glen Burn;

Thence N 88°51'09"W, with a southerly line of said 236.26 acre tract, with a northerly line of said Glen Burn, with the northerly line of Fairway Addition, the subdivision plat of same being shown of record in Plat Book 23, Page 26, with the northerly line of R.P. Thompson Addition, the subdivision plat of same being shown of record in Plat Book 25, Page 29 and with the northernmost line of Glen Haven Addition, the subdivision plat of same being shown of record in Plat Book 22, Page 73, all being of record in the Recorder's Office, Franklin County, Ohio, crossing a 1/2-inch (I.D.) iron pipe found at a distance of 639.50 feet, a total distance of 1446.57 feet to a 3/4-inch (I.D.) iron pipe set at a southwesterly corner of said 236.26 acre tract, the same being a northwesterly corner of said Glen Haven, said iron pipe also being an angle point in the easterly boundary of that 7.2988 acre tract of land described in Exhibit "A" in the deed to Georgetown of Columbus Associates, L.P., of record in Official Record 03528A10, Recorder's Office, Franklin County, Ohio;

Thence N 0°13'25"W, with a westerly line of said 236.26 acre tract, with an easterly line of said 7.2988 acre tract and with the easterly line of that 13.933 acre tract of land described in the deed to Worthington Gardens, of record in Deed Book 2770, Page 279, Recorder's Office, Franklin County, Ohio, a distance of 550.68 feet to a 3/4-inch (I.D.) iron pipe found;

Thence N 29°30'36"E, a distance of 446.59 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 82°46'00"E, a distance of 135.73 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 55°12'37"E, a distance of 118.38 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 64°39'56"E, a distance of 127.34 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 56°41'38"E, a distance of 116.79 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 85°37'05"E, a distance of 110.23 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 74°41'34"E, a distance of 183.12 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 53°53'48"E, a distance of 65.56 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 15°45'08"E, a distance of 69.78 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 13°29'18"W, a distance of 92.81 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 44°12'54"E, a distance of 52.79 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 72°55'42"E, a distance of 36.67 feet to s 3/4-inch (I.D.) iron pipe set;

Thence N 75°57'42"E, a distance of 101.34 feet to a 3/4-inch (I.D. iron pipe set;

Thence N 58°15'43"E, a distance of 64.93 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 83°36'10"E, a distance of 218.00 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 67°50'40"E, a distance of 117.29 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 56°34'21"E, a distance of 71.83 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 47°41'27"E, a distance of 129.78 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 27°27'24"E, a distance of 156.97 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 64°17'24"E, a distance of 80.95 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 68°06'04"E, a distance of 57.83 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 41°13'23"E, a distance of 208.16 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 0°46'18"W, a distance of 149.10 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 88°47'38"E, a distance of 742.71 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 1°09'53"E, a distance of 169.73 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 85°28'18"E, a distance of 318.86 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 21°17'17"E, a distance of 170.47 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 82°25'07"E, a distance of 149.84 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 75°02'37"E, a distance of 76.44 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 47°13'14"E, a distance of 91.29 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 81°11'16"E, a distance of 72.04 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 89°17'23"E, a distance of 119.24 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 12°58'09"E, a distance of 210.40 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 51°57'22"E, a distance of 46.23 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 83°35'45"E, a distance of 197.85 feet to the true point of beginning and containing 73.112 acres of land, more or less.

The foregoing description was prepared from information obtained from actual field measurements by Bauer, Davidson & Merchant, Inc. in July of 1998.

All of the survey markers noted in the foregoing description were in place in July of 1998.

The bearings given in the foregoing description are based upon the bearing of S 5°59'00"E as given for the centerline of Indianola Avenue and shown on the recorded plat of said Indian Hollow Subdivision.

Franklin Soil and Water Conservation District shall administer the Easement Area pursuant to Ohio Revised Code 5301.67 to 5301.70 and pursuant to the Agreement between the State of Ohio and the Franklin Soil and Water Conservation District, a true

and accurate copy of which is attached hereto as Exhibit A and hereby made a part hereof.

Franklin Soil and Water Conservation District may post signs that identify the Easement Area as a conservation easement and signs that specify any restrictions on public access to the Easement Area provided that the Chairperson and Vice-Chairperson of the Board of Directors of the Franklin Soil and Water Conservation District, or their designees, and the Superintendent of Public Instruction agree upon the wording and format. The posting of signs identifying the Easement Area as a conservation easement shall in no way restrict the Ohio Schools for the Deaf and Blind from posting "no trespassing" signs on school property to control the general public's access to the Easement Area and school property that is not part of, but is adjacent to, the Easement Area.

The conveyance herein is subject to the condition that the City of Columbus, Division of Sewers and Drains, be permitted reasonable access to the Easement Area, including access during emergency situations, to carry out its responsibilities to maintain drainage in the Easement Area and to maintain and repair sewers on the Easement Area.

The Ohio Schools for the Deaf and Blind shall have access to the Easement Area at all times for educational and recreational purposes. The State of Ohio further shall have access to the Easement Area at all times for the purpose of inspecting same.

IN WITNESS WHEREOF, the parties have executed this Deed of Easement.

IN TESTIMONY WHEREOF, I, BOB TAFT, GOVERNOR, for and in the name of the State of Ohio, have signed this Deed of Easement at Columbus, Ohio, and have caused the same to be countersigned by the Secretary of State and the Great Seal of the State of Ohio to be hereunto affixed this 25th day of March, One Thousand Nine Hundred and Ninety-Nine (1999).

THE STATE OF OHIO

BY Bob Taft
BOB TAFT
GOVERNOR

COUNTERSIGNED

BY J. Kenneth Blackwell
J. KENNETH BLACKWELL
SECRETARY OF STATE

DRAFTED AND PREPARED

BY
JIM PETRO
AUDITOR OF STATE
PURSUANT TO AMENDED
SUBSTITUTE HOUSE BILL
NO. 552 (122ND G.A.) AND
SECTIONS 117.50 AND
5301.13 (O.R.C.)

Witness as to Franklin Soil and
Water Conservation District:

Héctor R. Santiago
Signature

Héctor R. Santiago
Print Name

Jennifer Fish
Signature

Jennifer Fish
Print Name

By: Jim Doran
Jim Doran, Board Chairman
Franklin Soil and Water Conservation District

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jim Doran, on this 22 day of March, 1999, the Board Chairman of the Franklin Soil and Water Conservation District, who acknowledged that he did sign the foregoing Deed of Easement on behalf of said conservation district, and that the same is his free act and deed individually and of said entity.

Janice M. Hoskinson
NOTARY PUBLIC
My Commission expires:

JANICE M. HOSKINSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 29, 1999

Recorded in Volume 10, Page 11 New Deeds Various State Lands

Land Office, Auditor of State

EXHIBIT A

AGREEMENT

This agreement ("Agreement") dated March 30, 1999, is entered into by and between the Franklin Soil and Water Conservation District ("Franklin"), a soil and water conservation district established pursuant to Ohio Revised Code Chapter 1515, and the State of Ohio, Ohio Schools for the Deaf and Blind, acting by and through the Superintendent of Public Instruction ("State"), pursuant to Amended Substitute House Bill 552, enacted by the 122nd Ohio General Assembly (the "Act").

WHEREAS, State is the owner of certain real property which is more particularly described as follows (hereinafter the "Easement Area"):

> Situated in the State of Ohio, County of Franklin, City of Columbus, being in Quarter Township 3, Township 2, Range 18, United States Military Lands, containing 73.112 acres of land, more or less, said 73.112 acres being in the residue of that 236.26 acre tract of land described in the deed to the State of Ohio, of record in Deed Book 1238, Page 468, Recorder's Office, Franklin County, Ohio, said 73.112 acres of land being more particularly described as follows:
>
> Beginning, for reference, at the point of intersection of the northernmost line of said 236.26 acre tract and the westerly right-of-way line of Indianola Avenue as shown on the Indianola Avenue Establishment Plat filed in the City of Columbus Street Department (869 DRE), said reference point of beginning being the southeasterly corner of Indian Hollow Subdivision, the subdivision plat of same being shown of record in Plat Book 67, Pages 35 and 36, Recorder's Office, Franklin County, Ohio; thence S 5°59'00" E, with a westerly right-of-way line of

said Indianola Avenue, the same being parallel with and 40.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 210.62 feet to an angle point; thence S 84°01'00"W, with the right-of-way boundary of said Indianola Avenue, a distance of 10.00 feet to an angle point; thence S 5°59'00"E, with a westerly right-of-way line of said Indianola Avenue, the same being parallel with and 50.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 228.84 feet to the true point of beginning;

Thence, from said true point of beginning, southwardly, with the right-of-way boundary of said Indianola Avenue, the following five (5) courses and distances:

1). S 5°59'00"E, parallel with and 50.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 171.16 feet to a 3/4-inch (I.D.) iron pipe set;

2). S 84°01'00"W, a distance of 30.00 feet to a 3/4-inch (I.D.) iron pipe set;

3). S 5°59'00"E, parallel with and 80.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 350.00 feet to a 3/4-inch (I.D.) iron pipe set;

4). N 84°01'00"E, a distance of 40.00 feet to a 3/4-inch (I.D.) iron pipe set;

5). S 5°59'00"E, parallel with and 40.00 feet westerly from, as measured at right angles, the centerline of said Indianola Avenue, a distance of 162.97 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 66°55'25" W, a distance of 323.31 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 86°16'18"W, a distance of 139.55 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 56°38'15"W, a distance of 71.99 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 69°52'25"W, a distance of 133.01 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 27°48'21"E, a distance of 63.04 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 79°04'21"W, a distance of 151.67 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 88°44'08"W, a distance of 72.02 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 39°53'01"W, a distance of 75.02 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 88°21'49"W, a distance of 29.34 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 21°36'08"W, a distance of 35.63 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 64°32'44"W, a distance of 28.76 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 78°18'56"W, a distance of 50.64 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 78°43'31"W, a distance of 272.06 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 77°31'52"W, a distance of 69.06 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 3°28'38"W, a distance of 80.45 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 86°42'19"W, a distance of 110.89 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 12°20'47" E, a distance of 77.90 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 89°42'48"W, a distance of 282.41 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 38°52'20"W, a distance of 49.90 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 79°20'02"W, a distance of 61.27 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 70°17'42"W, a distance of 59.33 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 52°29'25"W, a distance of 82.15 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 87°38'42"W, a distance of 41.93 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 39°25'03"W, a distance of 113.72 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 2°38'17"E, a distance of 29.51 feet to a 5/8-inch solid reinforcement rod found at the northeasterly corner of that 1.3774 acre City of Columbus easement, described in the Deed of Easement granted by a Governor's Deed State of Ohio, of record in Instrument No. 199806230155856, Recorder's Office, Franklin County, Ohio.

Thence N 89°57'34"W, with the northerly line of said 1.3774 acre easement, a distance of 300.00 feet to a 3/4-inch (I.D.) iron pipe set at the northwesterly corner of said 1.3774 acre easement;

Thence S 22°53'17"W, a distance of 618.11 feet to a 3/4-inch (I.D.) iron pipe set at a corner of said 236.26 acre tract, the same being a northwesterly corner of Glen Burn, the subdivision plat of same being shown of record in Plat Book 17, Pages 170 and 171, Recorder's Office, Franklin County, Ohio;

Thence S 0°03'19"W, with an easterly line of said 236.26 acre tract and with a westerly line of said Glen Burn, a distance of 113.40 feet to a 3/4-inch (I.D.) iron pipe set at a southeasterly corner of said 236.26 acre tract, the same being a corner of said Glen Burn;

Thence N 88°51'09"W, with a southerly line of said 236.26 acre tract, with a northerly line of said Glen Burn, with the northerly line of Fairway Addition, the subdivision plat of same being shown of record in Plat Book 23, Page 26, with the northerly line of R.P. Thompson Addition, the subdivision plat of same being shown of record in Plat Book 25, Page 29 and with the northernmost line of Glen Haven Addition, the subdivision plat of same being shown of record in Plat Book 22, Page 73, all being of record in the Recorder's Office, Franklin County, Ohio, crossing a 1/2-inch (I.D.) iron pipe found at a distance of 639.50 feet, a total distance of 1446.57 feet to a 3/4-inch (I.D.) iron pipe set at a southwesterly corner of said 236.26 acre tract, the same being a northwesterly corner of said Glen Haven, said iron pipe also being an angle point in the easterly boundary of that 7.2988 acre tract of land described in Exhibit "A" in the deed to Georgetown of Columbus Associates, L.P., of record in Official Record 03528A10, Recorder's Office, Franklin County, Ohio;

Thence N 0°13'25"W, with a westerly line of said 236.26 acre tract, with an easterly line of said 7.2988 acre tract and with the easterly line of that 13.933 acre tract of land described in the deed to Worthington Gardens, of record in Deed Book 2770, Page 279, Recorder's Office, Franklin County, Ohio, a distance of 550.68 feet to a 3/4-inch (I.D.) iron pipe found;

Thence N 29°30'36"E, a distance of 446.59 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 82°46'00"E, a distance of 135.73 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 55°12'37"E, a distance of 118.38 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 64°39'56"E, a distance of 127.34 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 56°41'38"E, a distance of 116.79 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 85°37'05"E, a distance of 110.23 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 74°41'34"E, a distance of 183.12 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 53°53'48"E, a distance of 65.56 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 15°45'08"E, a distance of 69.78 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 13°29'18"W, a distance of 92.81 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 44°12'54"E, a distance of 52.79 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 72°55'42"E, a distance of 36.67 feet to s 3/4-inch (I.D.) iron pipe set;

Thence N 75°57'42"E, a distance of 101.34 feet to a 3/4-inch (I.D. iron pipe set;

Thence N 58°15'43"E, a distance of 64.93 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 83°36'10"E, a distance of 218.00 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 67°50'40"E, a distance of 117.29 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 56°34'21"E, a distance of 71.83 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 47°41'27"E, a distance of 129.78 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 27°27'24"E, a distance of 156.97 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 64°17'24"E, a distance of 80.95 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 68°06'04"E, a distance of 57.83 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 41°13'23"E, a distance of 208.16 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 0°46'18"W, a distance of 149.10 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 88°47'38"E, a distance of 742.71 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 1°09'53"E, a distance of 169.73 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 85°28'18"E, a distance of 318.86 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 21°17'17"E, a distance of 170.47 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 82°25'07"E, a distance of 149.84 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 75°02'37"E, a distance of 76.44 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 47°13'14"E, a distance of 91.29 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 81°11'16"E, a distance of 72.04 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 89°17'23"E, a distance of 119.24 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 12°58'09"E, a distance of 210.40 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N 51°57'22"E, a distance of 46.23 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S 83°35'45"E, a distance of 197.85 feet to the true point of beginning and containing 73.112 acres of land, more or less.

The foregoing description was prepared from information obtained from actual field

measurements by Bauer, Davidson & Merchant, Inc. in July of 1998.

All of the survey markers noted in the foregoing description were in place in July of 1998.

The bearings given in the foregoing description are based upon the bearing of S 5°59'00"E as given for the centerline of Indianola Avenue and shown on the recorded plat of said Indian Hollow Subdivision; and

WHEREAS, pursuant to Section 5 of the Act, State is authorized to convey a deed for a conservation easement in the Easement Area to Franklin; and

WHEREAS, pursuant to Section 8 of the Act, the conveyance of the conservation easement is subject to the condition that Franklin administer the Easement Area in accordance with an agreement between State and Franklin.

NOW, THEREFORE, in exchange and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, and pursuant to the requirements of Section 8 of the Act, the parties hereto agree (for the purpose of administering the Easement Area) as follows:

I. Recitals Incorporated

The recitals and definitions contained above are incorporated into this Agreement and hereby made a part hereof.

II. Administration of the Conservation Easement Area

The parties to this Agreement agree that the Easement Area shall be administered in the following manner:

1. The Easement Area herein described shall be allowed to return to and 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 Area after execution of this Agreement, unless approved in writing by Franklin and State.

2. State shall not knowingly allow on or in the Easement Area any fillings, drilling, excavating, removal of top soil, sand, gravel, rock minerals or other materials, the construction of any roads, or change in the topography of the land in any manner which might endanger the Natural State of the Easement Area, other than that caused by the forces of nature or as permitted by Franklin.

3. There shall be no spraying or other application of herbicides or pesticides unless advance written permission is granted by Franklin.

4. No power or transmission lines may be erected, nor any interests in the Easement Area shall be granted for this purpose, provided that this Agreement is subject to any currently existing utility lines or easements. State reserves the right to maintain and repair existing telephone, electric, water, wells, or other utility lines or mains currently existing at the Easement Area. If there is any conflict between this Article II(4) and the other provisions of this Agreement, then this Article II(4) shall prevail.

5. State may not cut, remove or mow any trees, ground cover, or other vegetation unless approved by Franklin.

6. State shall not place, store or dispose on the Easement Area any garbage, trash, and machinery.

State and Franklin shall have no duty to remove garbage, trash or machinery unlawfully deposited on the Easement Area by persons acting without the consent of State.

7. Franklin may, upon advance notice given to State, enter upon the Easement Area to examine same and to make such repairs or improvements, at Franklin's sole cost and expense, as may be necessary to preserve the Natural State of the Easement Area.

III. Terms and Considerations

This Agreement shall commence as of the date set forth above and shall expire (unless earlier terminated in accordance with Articles XVI or XVII of this Agreement) as of the date of expiration or termination of the deed of easement conveyed to Franklin in accordance with Section 5 of the Act. The consideration for this Agreement shall be the mutual benefit to State and Franklin by having the Property maintained as a conservation area.

IV. Other Agreements

This Agreement is subject in all regards to the deed of easement granted to Franklin in accordance with Section 5 of the Act. If there is any conflict between the provisions of this Agreement and the provisions of the deed of easement, then the deed of easement shall prevail.

V. Access by State

The Ohio School for the deaf and blind shall have access to the Easement Area at all times for educational and recreational purposes. State further shall have access to the Easement Area at all times for the purpose of inspecting the same.

VI. Liability

Franklin shall protect, indemnify, defend and hold State harmless, so far as permitted by law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Franklin or any of its successors, assigns, agents, servants, employees, contractors and subcontractors, ensuing from or in connection with Franklin's occupation and use of the Easement Area.

VII. Equal Employment Opportunity.

Franklin agrees that during the term of this Agreement that no employee or applicant for employment by Franklin will be unlawfully discriminated against because of race, color, religion, sex, sexual orientation, ancestry or national origin. Franklin will insure that applicants for employment are employed, and that its employees are treated during such employment, without regard to their race, color, religion, sex, sexual orientation, ancestry or national origin. Franklin shall comply

with the provisions of any applicable affirmative action laws, rules or regulations adopted or promulgated by the State of Ohio.

VIII. Rights Cumulative.

All rights and remedies of the State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

IX. Waiver

The waiver by the State of, or the failure of the State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained.

X. Notices, Demands or Instruments.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by

U.S. registered or certified mail, return receipt requested, postage prepaid, (a) with respect to the State, addressed to:

Ohio Department of Education
65 South Front Street, Room 1005
Columbus, Ohio 43215
Attn: Superintendent of Public Instruction

and, (b) with respect to Franklin, addressed to:

Franklin Soil & Water Conservation District
1945 Frebis Avenue
Columbus, Ohio 43206-3793
Attention: District Program Administrator

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving of fifteen (15) days notice thereof, similarly given, to the other party.

XI. Modifications.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both the State and Franklin.

XII. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought in a court of competent jurisdiction located in Franklin County, Ohio.

XIII. Headings

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

XIV. Compliance with Laws.

Franklin shall comply with all applicable State and local codes, ordinances, rules and regulations affecting the Easement Area.

XV. Appropriation and Certification.

Expenditure of funds by State pursuant to this Agreement is subject to the appropriation and certification of funds by the Director of Budget and Management under Ohio Revised Code 126.07 and approval by the State Controlling Board under Ohio Revised Code 127.16.

XVI. Default by Franklin.

In the event that Franklin shall be in material default of any terms or provisions of this Agreement and shall so remain for a period of thirty (30) days after State has given notice to Franklin of such default (however, if such default cannot reasonably be cured within the thirty (30) day period, then

Franklin shall not be deemed in default so long as it promptly commences to cure the same within the thirty (30) period and diligently pursues such curing thereafter), then:

1. State may terminate this Agreement by giving not less than thirty (30) days notice to Franklin; or

2. State may cure the default.

XVII. Default by State

In the event that State shall be in material default of any terms or provisions of this Agreement and shall so remain for a period of sixty (60) days after Franklin has given notice to State of such default (however, if such default cannot reasonably be cured within the sixty (60) day period, then State shall not be deemed in default so long as it promptly commences to cure the same within the sixty (60) day period and diligently pursues such curing thereafter), then:

1. Franklin may terminate this Agreement by giving not less than thirty (30) days notice to State; or

2. Franklin may cure the default.

XVIII. Invalidity and Severability

If any provision of this Agreement, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Agreement or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be

affected; and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing any such legally invalid provisions with valid provisions which, in effect, will from an economic viewpoint, most nearly and fairly approach the effect of the invalid provision and the intent of the parties in entering into this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

Witnesses as to State:

Signature

Print Name

Signature

Print Name

By: Susan T. Zelman

Susan T. Zelman
Ohio Department of Education
Superintendent of Public Instruction

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

The foregoing Agreement was acknowledged before me on March 30, 1999, by Susan T. Zelman, the Superintendent of Public Instruction, acting for and on behalf of the State of Ohio, who acknowledged that she executed the same for and on behalf of the State of Ohio and that she did so as her and the State of Ohio's own free act and deed.

Charmie M Marcum
Notary Public

CHARMIE M MARCUM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 21, 2003

Witness as to Franklin:

Héctor R. Santiago
Signature

Héctor R. Santiago
Print Name

Jennifer Fish
Signature

Jennifer Fish
Print Name

By: Jim Doran
Jim Doran, Board Chairman
Franklin Soil and Water
Conservation District

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jim Doran, on this 22 day of March, 1999, the Board Chairman of the Franklin Soil and Water Conservation District, who acknowledged that he did sign the foregoing instrument on behalf of said conservation district, and that the same is his free act and deed individually and of said entity.

Janice M Hutchinson
Notary Public
My Commission expires:

matt\FRANKDRT.doc