

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Charles E. Hawk and Lucille W. Hawk

14,450.00, the Grantor(s) herein, in consideration of the sum of \$ 14,450.00, to be paid by the State of Ohio, Department of Transportation, does hereby grant, bargain, sell, convey and release to the State of Ohio for the use and benefit of the Department of Transportation, the Grantee herein, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 11697 & 11726
ATH/MEG 33 0.00
(County-Route-Section)

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Prior Instrument Reference: **See Exhibit "A"**

And the said Grantor(s), for his and hers successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that ODOT is / are the true and lawful owner(s) of said premises, and is lawfully seized of the same in fee simple, and has / have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

TRANSFER NOT NECESSARY

JAN 22 2003
JILL A. THOMPSON
ATHENS COUNTY AUDITOR

200300000551
Filed for Record in
ATHENS COUNTY, OHIO
JULIA MICHAEL SCOTT
01-22-2003 At 10:29 am.
EASEMENT 34.00
OR Book 341 Page 1013 - 1019

200300000551
OHIO DEPARTMENT OF TRANSPORTATION
ATTN MARY CAROL BLUBAUGH
1980 WEST BROAD STREET
COLUMBUS, OH 43223

Being an Conservation Easement for EPA Stream Mitigation, Situated in the State of Ohio, County of Athens, and Township of Lodi, Section 29, Township 4, Range 13 of the Ohio Company Purchase Affecting the Charles E. and Lucille W. Hawk Parcel as recorded in O.R. 169 Pg. 481 and D.B. 338 Pg. 307 and being more particularly described as follows:

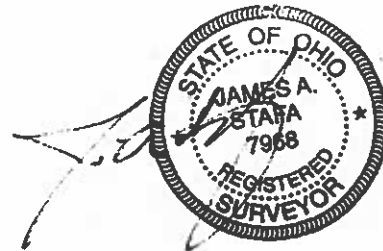
Being a strip of land one hundred (100) feet in width (50 feet on each side) from the center of the stream running across said Hawk Property. Beginning at the intersection of the stream with the North line of said property (For reference- East 265 Feet from the northeast corner of said property), then running with the meanders of the stream in a generally southerly direction to the intersection of the stream with the Middle Branch of the Shade River.

Also a strip of land one hundred (100) feet in width (50 feet on each side) from the center of the stream running across said Hawk Property. Beginning at the intersection of the stream with the South line of said property (For reference- East 115 Feet from the southwest corner of said property), then running with the meanders of the stream in a generally northerly direction to the intersection of the stream with the Middle Branch of the Shade River.

Also a strip of land two hundred (200 feet in width (100 feet on each side) from the center of the Middle Branch of the Shade River running across said Hawk property. Beginning at the intersection of the River with the Southwest line of said Hawk property (For reference- Northwest 275 Feet from the Southwest corner of said property), then running with the meanders of the stream in a generally easterly direction to the intersection of the River with the East line of said Hawk property (For reference- North 230 Feet from the Southeast corner of said property.

Subject however to any Rights of way and Easements of Record. Subject also to the natural movement of the stream bed through erosion and accretion. Easement prepared from existing records; G.P.S. positioned orthorectified aerial photography; and photogrammetric methods, no direct measurements were taken. By James Stafa Ohio Professional Surveyor Number 7968.

See Exhibit A for Conservation Easement Restrictions



Being an Conservation Easement for EPA Stream Mitigation, Situated in the State of Ohio, County of Athens, and Township of Lodi, Section 29, Township 4, Range 13 of the Ohio Company Purchase Affecting the Charles E. and Lucille W. Hawk Parcel as recorded in D.B. 364 Pg. 363 and being more particularly described as follows:

Being a strip of land two hundred (200 feet in width (100 feet on each side) from the center of the Middle Branch of the Shade River running across said Hawk property. Beginning at the intersection of the River with the West line of said Hawk property (For reference- North 230 Feet from the Southwest corner of said property), then running with the meanders of the stream in a generally easterly direction to the intersection of the River with the East line of said Hawk property (For reference- North 110 Feet from the Southeast corner of said property.

Subject however to any Rights of way and Easements of Record. Subject also to the natural movement of the stream bed through erosion and accretion. Easement prepared from existing records; GPS positioned orthorectified arial photography; and photogrammetric methods, no direct measurements were taken. By James Stafa Ohio Professional Surveyor Number 7968.

See Exhibit A for Conservation Easement Restrictions

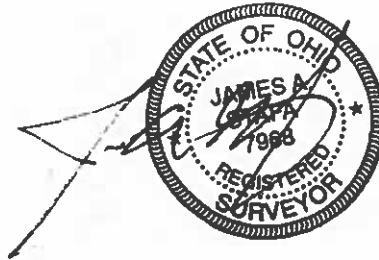


EXHIBIT A

This perpetual easement is being acquired pursuant to Section 5501.31 of the Ohio Revised Code, which authorizes the Director of Transportation of the State of Ohio [hereinafter "Director"] to acquire by purchase real property from a willing seller as required for the replacement, preservation, or conservation of any environmental resource if the replacement, preservation, or conservation is required by state or federal law.

The nature, character, and extent of the easement, estate, and interest in the real property of Grantors being conveyed to Grantee shall constitute and be a perpetual servitude upon the real property of Grantors, which real property is described in Exhibit A attached hereto [hereinafter "Real Property"]. Said easement, estate, interest, and servitude shall be those restrictions set out below, which are now and forever imposed upon the use of the Real Property lying within one hundred feet (100') of the bank of Shade River. To that end, and for the purpose of accomplishing the intent of the parties hereto, Grantors covenant on behalf of themselves, their heirs, successors and assigns, with the State of Ohio to do and refrain from doing, severally and collectively, upon the Real Property the various acts hereinafter mentioned. It is expressly understood and intended by Grantors that the doing and refraining from doing such various acts hereinafter mentioned upon the Easement Property shall be for the benefit of Grantee, the property of which is adjacent to or in the vicinity of the Easement Property.

The restrictions hereby imposed upon the use of the Easement Property of Grantors, and the acts which Grantors so covenant to do and refrain from doing upon said Easement Property are and shall be as follows:

1. The Easement Property shall be maintained 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, erected, or suffered on the Easement Property, unless otherwise expressly provided hereunder.

2. The agricultural practice to harvest hay only shall be allowed on or in the Easement Property, provided that none of this is done within fifty feet (50') from the center of the river bank. The hay may be grown and cut within the fifty foot (50') to one hundred foot (100') area only. Otherwise there will be no farming, or other animal husbandry, agricultural, or horticultural uses; nor shall there be any filling, excavating, or removing of top soil, sand, gravel, rock, minerals or other materials, nor any building of roads or changes in the topography of the land in any manner, except those that may be caused by the forces of nature.

3. The manners and methods of using any and all herbicides or pesticides shall be only those expressly approved and prescribed by Director.

4. No power transmission lines may be erected upon the Easement Property, nor shall any interest in the Easement Property be granted for such a purpose, without the express written consent of Director. It is Grantors' intent to convey and invest in Grantee an easement, estate, and interest in the Easement Property that is sufficient to prohibit the exercise of the power of eminent domain by any public utility company, or by any other private or public entity

EXHIBIT A

or person. However, Grantors hereby expressly reserve their rights in the Easement Property to be able to maintain and repair existing telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of Grantors, their successors or assigns; the area needed to repair any such utility facility shall be the minimum necessary to accomplish the task as agreed upon in writing by Grantors and Grantee, and upon completion, the area used to effectuate any such repair shall be restored to its previous state or condition, or as near thereto as may be practical under the circumstances.

5. No trees, ground cover, or other vegetation on the Easement Property shall be destroyed or removed therefrom by human agency, without the express written consent of Director, or as previously noted under item two (2).

6. At all times the Easement Property shall be kept free and clear of any garbage, trash, and machinery; and any and all other unsightly materials shall not be allowed to accumulate or be stored thereon. Provided, however, Grantors have no duty to remove garbage, trash, machinery, or other unsightly material unlawfully left or deposited upon the Easement Property by persons acting without Grantors' consent.

7. Any and all other man-made uses of, or activities or constructions on, the Easement Property that might endanger its natural or scenic state are forbidden.

8. Director has the right to periodically inspect the Easement Property for violations of the terms of this perpetual easement. If, within sixty (60) days after receiving Director's written notice of a violation, Grantors fail to remove, eliminate, or cure any such violation, the Director may remove, eliminate, or cure any such violation by Grantors at their sole expense, the Grantee being hereby invested with the right to bring suit against Grantors to collect any such expenses, which shall include the reasonable attorneys' fees incurred by Director in prosecuting such a collection action. Director may enter upon the Easement Property for the purpose of inspection.

9. Grantee shall have the right to post or clearly mark the boundaries of the Easement Property so to indicate and notify all public and private persons and entities that the Easement Property is subject to the easement, estate, interest, and servitude granted herein.

10. The easement, estate, interest, and servitude granted by this instrument, and the covenants made herein, are subject to the following rights of Grantors that shall be, and hereby are, to them expressly reserved:

A. Unless and except as otherwise expressly limited above, Grantors reserve for themselves, their heirs and assigns, all rights as owner of the Real Property, including the right to use the Easement for any and all purposes not inconsistent with the easement, estate, and interest granted, such as but not limited to hunting, fishing, general recreational uses, provided however that any and all such recreational uses by Grantors shall not include the use of any type of motorized or other vehicle whatsoever.

EXHIBIT A

B. Grantors reserve the right to continue the agricultural practice of harvesting hay only and the cutting of the hay within the second fifty foot (50') section of the one hundred foot (100') easement area.

C. Grantors reserve the right to restore the river corridor, which will entail cleaning up and removing any debris which would include fallen trees that would hinder the flow of the river waters.

The Real Property which is the subject of this easement, estate, interest, and servitude is more particularly described as follows: [LEGAL DESCRIPTION OF PROPERTY]

_____ have hereunto set their hands on the 3 day of JANUARY, 2003.

Charles E. Hawk
CHARLES E. HAWK
(print name of signer)

Lucille W. Hawk
LUCILLE W. HAWK
(print name of signer)

STATE OF OHIO, COUNTY OF ATHENS ss:

BE IT REMEMBERED, that on the 3 day of JANUARY, 2003, before me the subscriber, a Notary Public in and for said state and county, personally came the above named CHARLES E. HAWK, who signed or acknowledged the signing of the foregoing instrument to be his/~~her~~ voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

SEAL

Debbie L Broopine
NOTARY PUBLIC
My Commission expires: 1/10/05

STATE OF OHIO, COUNTY OF ATHENS ss:

BE IT REMEMBERED, that on the 3 day of JANUARY, 2003, before me the subscriber, a Notary Public in and for said state and county, personally came the above named LUCILLE W. HAWK, who signed or acknowledged the signing of the foregoing instrument to be ~~his~~/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

SEAL

Debbie L Broopine
NOTARY PUBLIC
My Commission expires: 1/10/05

This instrument was prepared by or on behalf of the State of Ohio, Department of Transportation