

TRANSFER NOT NECESSARY
Date May 9, 2014
M. J. Smith
Licking County Auditor



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Bryan A. Long
Licking County Recorder

CONSERVATION EASEMENT
(R.C. § 505.26, 5301.67(A) and 5705.19 (HH))

THIS DEED OF CONSERVATION EASEMENT is made this 9th day of May, 2014, by **Granville Golf Course Company**, an Ohio corporation, whose tax mailing address is 555 Newark Granville Rd Granville, OH ("Grantor"), in favor of **Granville Township**, an Ohio Civil Township, Licking County, Ohio, ("Grantee"), under the following circumstances:

WHEREAS, Grantor is the owner of the real property containing 123 acres, more or less, being a part of Auditor's Tax Parcel #020-043614-00.000, as described in Exhibit "A" (the "Property"), which is attached hereto and made a part hereof; and

WHEREAS, the Property is presently an operating golf course, and

WHEREAS, the Property contains certain improvements, including but not limited to irrigation and sprinkler systems, course rest rooms and cart paths, which are not "fixtures" as defined by the Ohio Revised Code because they primarily benefit the business of the golf course as conducted on the Property rather than benefitting the Property itself; and

WHEREAS, the Property possesses certain natural, scenic and open space features which the Grantor and Grantee desire to protect and preserve in perpetuity; and

WHEREAS, Grantor desires to convey to Grantee a conservation easement to protect and preserve the remaining natural, scenic and open space features of the Property, and Grantee is willing to accept this easement; and

WHEREAS, Grantee is a board of township trustees of a township that is qualified to acquire a conservation easement pursuant to § 5301.69(A) of the Ohio Revised Code.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and pursuant to § 505.26, 5301.67, and 5705.19 (HH) *et seq.*, of the Ohio Revised Code, Grantor grants to Grantee a conservation easement in perpetuity over the Property on the terms and conditions set forth below (the "Easement").

1. Purpose. The purpose of this Easement is to assure that the Property will be retained and held forever in its natural, scenic, and open condition and to prevent any modification or encroachment resulting from occupation, development or other use of the Property that will impair or interfere with the preservation of the Property in that condition, as required by § 5705.19 (HH) of the Ohio Revised Code or any successor provisions then applicable.

2. Use Limitations. Grantor agrees to limit the use of the Property to the existing use as an operating golf course and to activities that are consistent with the purpose of this Easement and with § 5705.19 (HH) of the Ohio Revised Code or any successor provisions then applicable. Any activity on or use of the Property, inconsistent with the purpose of this Easement is prohibited. In addition to the general limitation described above, the following specific limitations shall apply to the Property:

(a) There shall be no industrial, commercial, agricultural-commercial (e.g. commercial chicken or hog farms or feeder lots or other uses involving construction of permanent or temporary buildings, silos etc.), multi family or single family residential development, or any other similar activity undertaken or allowed on the Property except for the continued operation on the Property of a golf course and other uses that are consistent with § 5301.67 (A) and § 5705.19 (HH) of the Ohio Revised Code or any successor provisions then applicable.

(b) Except as provided in paragraph 3, below, there shall be no buildings, structures or fixtures permanently attached or affixed to the Property used for recreational or any other purpose, or any dwelling, building, landing strip, helicopter pad, fence or sign (other than those permitted, or required or allowed by the Grantee for appropriate management, prevention of hunting or trespass, etc.), asphalt, concrete pavement, billboard or any other advertising display, antenna, utility pole, telecommunications tower (including, without limitation, cell towers), tower, conduit line, or any other temporary or permanent structure or facility on the Property.

(c) Except as otherwise provided herein, no filling, excavating, or removal of topsoil, sand, gravel, rock, minerals, oil and gas, or other materials shall be permitted on the Property, nor shall there be any building of roads or changes in topography of the land in any manner, except with the permission of the Grantee, which permission shall not be unreasonably withheld provided that, in the Grantee's opinion, the proposed modification shall continue to be consistent with the uses authorized by § 5301.67 (A) and § 5705.19 (HH) of the Ohio Revised Code.

(d) Grantor may not undertake subsurface exploration, development, and extraction of minerals, oil and/or gas from the Property.

(e) There shall be no spraying with herbicides or pesticides on the Property other than for golf course maintenance or permitted agricultural purposes or as shall be mutually agreed upon in writing.

(f) No transmission lines for electric power, natural gas or petroleum products shall be placed on the Property, nor shall any interests in the Property be granted for these purpose(s), except lines running along roadways in a right-of-way.

(g) No garbage, trash, junk motor vehicles, or other unsightly materials shall be allowed to accumulate or be stored on the Property.

(h) No trees shall be cut or harvested from the Property, except for trees that are diseased and/or damaged and except to the extent as would be reasonable for maintenance of the golf course and for agricultural purposes.

(i) Grantee reserves the right to post or clearly mark the boundaries of the Property at mutually agreed upon points.

(j) The Property shall not be split or otherwise subdivided, including, but not limited to, the split or separate transfer of any mineral rights or water rights in, on, or under the Property.

3. Reserved Rights. Grantor reserves all rights and privileges of ownership for all purposes that are not inconsistent with the purpose of this Easement and not expressly prohibited by this Easement. The following rights are expressly reserved by Grantor:

(a) The right to sell, give, mortgage, lease or otherwise convey the Property, provided that such conveyance is subject to this Easement.

(b) The right to continue the operation of the golf course on the Property and to repair, relocate and replace the components of the irrigation and sprinkler system, cart paths, course rest rooms and other items of tangible personal property that have become attached or affixed to the Property and that are utilized in association with the operation of the golf course on the Property. Provided, however, that the Grantor and/or its successors shall remove the components of the irrigation and sprinkler system, cart paths, course rest rooms and other items of tangible personal

property that have become attached or affixed to the Property and that are utilized in association with the operation of the golf course at any time in the future when the Property is no longer operated as a golf course, unless the Grantee agrees otherwise, in writing, at such time in the future.

(c) The right to privacy and the right to exclude any member of the public from trespassing on the Property. Notwithstanding this provision, Grantee shall have the right to inspect the Property and enforce the provisions of this Easement in accordance with paragraph 4 below.

4. Rights of Grantee. Section 5705.19(HH) of the Revised Code provides that a board of township trustees can acquire an interest in land "...for the purposes of protecting and preserving the natural, scenic, open, and wooded condition of the land, water, or wetlands ..." Grantor hereby conveys to Grantee the following rights in order to accomplish the purpose of this Easement: (a) to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor; and (b) to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged.

5. Other Reserved Rights of Grantor. Grantor reserves all other rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of the Easement. This Easement shall not be construed as a dedication of the Property for public use, nor is Grantee authorized by this Easement to make any use of the Property except to monitor and enforce the terms of this Easement as provided in Paragraph 4. Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Grantor's activities on the Property not inconsistent with this Easement.

6. Responsibilities of Ownership. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation and maintenance of the Property, including, without limitation, payment of real estate taxes. By accepting this Easement, Grantee does not assume any obligations with respect to the ownership, operations, or maintenance of the Property.

7. Assignment. This Easement is transferrable, but Grantee only may assign its rights and obligations under this Easement to an organization that is authorized to acquire and hold conservation easements under § 5301.67, *et seq.*, of the Ohio Revised Code, or any successor provisions then applicable.

8. Modification. This Easement only may be modified in writing, signed by Grantor and Grantee, who shall acknowledge their signatures before a notary public. The notary public shall certify the acknowledgment and subscribe his or her name.

9. Enforcement. Grantee shall give Grantor written notice of any violation of this Easement. Grantor shall have 30 days to cure any such violation. In the event Grantor fails to cure such violation, any costs and expenses incurred by Grantee in enforcing the terms, conditions, covenants, restrictions, or provisions of this Easement against Grantor, including, without limitation, attorney fees, filing fees, court costs, and costs of restoring the Property for the uses herein contemplated shall be borne by Grantor.

Grantee shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Property, and the Grantor hereby waives any bond requirements otherwise applicable to any petition for such relief.

10. Notice of Transfer. Grantor agrees to provide Grantee with 30 days prior written notice of any sale, transfer, or conveyance of any interest in the Property ("Notice"). Notice shall be mailed by registered or certified mail, return receipt requested, to Granville Township, P.O. Box 315, Granville, Ohio 43023-0315, or such other address as Grantee requests in writing.

11. Subsequent Transfer. Grantor shall incorporate this Easement by express reference in any deed or other legal instrument by which Grantor subsequently conveys any interest in any portion of the Property.

12. Intention of the Parties; Agreement as to Future Modifications. Grantor and Grantee agree that it is their intention that the Conservation Easement being granted hereunder be a conservation easement as described in and complying with § 5301.67 (A), of the Ohio Revised Code, et seq. and § 5705.19 (HH) of the Ohio Revised Code, or any successor provisions then applicable. Grantor and Grantee agree that in the event it is determined that any modification of the Conservation Easement need be made to bring it into compliance with § 5301.67, of the Ohio Revised Code et seq., that Grantor and Grantee will make such modification and/or changes in order to bring it into such compliance, and will further execute any and all documents that may be reasonably necessary and/or convenient to accomplish the same.

13. General Provisions.

(a) **Non-Waiver.** Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any item, term, condition, or covenant of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such item, term, condition, or covenant or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor waives any defense of laches, estoppel, or prescription.

(b) **Severability.** If any provision of this Easement, or the application thereof to any person or entity under any circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or entities under the circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

If a court of competent jurisdiction deems this Easement itself, or the expenditure of funds to acquire this Easement, to be unlawful, then each party reserves the right to pursue any remedy available to it at law or in equity, including, but not limited to, rescission.

(c) **Termination of Rights.** A party's rights and obligations under this Easement terminate upon transfer of the party's entire interest in the Easement or Property, except that liability for acts or omissions occurring prior to the transfer shall survive the transfer.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a modification as provided for above.

(e) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(f) **Third Party Claims.** The parties agree to mutually defend any claim brought by a third party that challenges the execution and/or effect of this Easement.

IN WITNESS WHEREOF, Grantor has executed this Agreement on the 8 day of MAY, 2014.

GRANTOR:

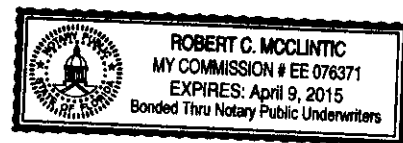
Granville Golf Course Company

By: [Signature]
Its: RMKENT

STATE OF FLORIDA
COUNTY OF LEE SS:

The foregoing instrument was acknowledged before me this 8 day of MAY, 2014, by Robert Kent the PRESIDENT of **Granville Golf Course Company**, an Ohio corporation, on behalf of said corporation.

[Signature]
Notary Public



IN WITNESS WHEREOF, Grantee has executed this Agreement on the 9th day of MAY, 2014.

GRANTEE:

Granville Township

By: Melanie J. Schott
Name: Melanie J. Schott
Title: Township Trustee

By: William R. Mason, Jr.
Name: William R. Mason, Jr.
Title: Granville Township Trustee

STATE OF OHIO
COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me this 9th day of MAY, 2014, by MELANIE SCHOTT + BILL MASON, Trustee, and _____, of **Granville Township**, an Ohio Civil Township, on behalf of said township.

Michael J. King
Notary Public

MICHAEL J. KING
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03

This instrument prepared by:
Robert N. Drake
Reese, Pyle, Drake & Meyer, P.L.L.
36 N. Second St., P.O. Box 919
Newark, Ohio 43058-0919

EXHIBIT "A"



**CONSERVATION EASEMENT
117.465 ACRE PARCEL**

Situated in the State of Ohio, County of Licking, Township of Granville and City of Granville, being a part of Township 2, Range 13, United States Military Lands and being a part of that 129.938 acre tract (Parcel No. 020-043614-00.000) as conveyed to the Granville Golf Course Company as recorded in Official Record Volume 132, Page 526, all references being to those of record in the Recorder's Office, Licking County, Ohio and being more particularly bounded and described as follows:

Beginning at a point in the northerly right-of-way line of Newark-Granville Road marking the southeasterly corner of "Isaiah Jones Addition" as recorded in Plat Book 2, Page 410 and the southwesterly corner of said 129.938 acre tract;

Thence along the westerly line of said 129.938 acre tract the following four (4) courses and distances;

North 05°07'31" East, 185.06 feet to a point;

North 06°54'02" East, 1282.01 feet to a point;

North 89°20'17" West, 471.19 feet to a point; and . . .

North 02°29'17" East, 691.22 feet to a point in the southerly right-of-way line of Welch Hills Road;

Thence along said right-of-way line, **North 54°26'58" East, 29.96 feet to a point;**

Thence leaving the southerly right-of-way line of Welch Hills Road along the northerly line of said 129.938 acre tract the following sixteen (16) courses and distances;

South 58°50'09" East, 547.86 feet to a point;

South 82°00'31" East, 281.22 feet to a point;

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South 83°15'13" East, 218.96 feet to a point;

North 89°14'17" East, 96.64 feet to a point;

North 71°57'22" East, 303.33 feet to a point;

North 40°29'46" East, 497.69 feet to a point;

North 47°31'17" East, 207.23 feet to a point;

North 62°10'39" East, 134.01 feet to a point;

North 46°37'37" East, 167.44 feet to a point;

North 39°36'51" East, 178.00 feet to a point;

North 30°51'54" East, 251.99 feet to a point;

North 80°22'50" East, 194.68 feet to a point;

South 55°05'45" East, 149.56 feet to a point;

North 78°03'15" East, 152.32 feet to a point;

North 37°59'46" East, 199.54 feet to a point; and . . .

South 86°26'35" East, 360.68 feet to a point marking the northeasterly corner of said 129.938 acre tract;

Thence along the easterly line of said 129.938 acre tract, **South 04°32'40" West, 850.17 feet** to a point in the northerly line of "Bryn Du Woods Phase III" as recorded in Plat Book 14, Page 34;

Thence along the northerly and westerly line of "Bryn Du Woods Phase III" the following twelve (12) courses and distances;

North 85°27'20" West, 93.11 feet to a point;

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South 25°45'13" West, 391.03 feet to a point;

South 16°05'33" East, 94.83 feet to a point in the right-of-way of Bryn Du Drive;

Southwesterly along the arc of a curve to the left (Radius= 442.44', Delta= 06°29'20", Length= 50.11') a chord bearing and distance of **South 70°39'47" West, 50.08 feet to a point;**

Leaving said right-of-way, **North 22°34'53" West, 350.00 feet to a point;**

South 52°56'33" West, 203.69 feet to a point;

South 16°38'44" West, 572.09 feet to a point;

South 07°38'57" East, 301.04 feet to a point;

North 69°03'36" East, 240.00 feet to a point in the right-of-way of Bryn Du Drive;

Southeasterly along the arc of a curve to the left (Radius= 429.03', Delta= 06°43'12", Length= 50.32') a chord bearing and distance of **South 27°04'56" East, 50.29 feet to a point;**

Leaving said right-of-way, **South 69°03'36" West, 245.38 feet to a point; and . . .**

South 38°52'17" East, 527.50 feet to a point in the northerly line of "Tall Pines Subdivision" as recorded in Plat Book 13, Page 208;

Thence along the northerly and westerly line of "Tall Pines Subdivision" the following eight (8) courses and distances;

North 86°41'11" West, 87.79 feet to a point;

North 87°10'13" West, 154.31 feet to a point;

North 86°27'59" West, 431.33 feet to a point;

North 03°32'01" East, 33.00 feet to a point;

North 86°27'59" West, 57.40 feet to a point;

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South 03°32'01" West, 33.00 feet to a point;

South 86°27'59" East, 44.20 feet to a point; and . . .

South 03°22'15" West, 129.52 feet to a point;

Thence across said 129.938 acre tract the following fifteen (15) courses and distances;

South 60°54'00" West, 574.87 feet to a point;

South 87°19'20" West, 521.00 feet to a point;

North 89°47'20" West, 109.00 feet to a point;

North 22°14'20" West, 126.55 feet to a point;

South 79°34'15" West, 71.83 feet to a point;

South 06°08'40" West, 84.29 feet to a point;

South 67°21'35" West, 59.23 feet to a point;

South 23°10'14" East, 101.30 feet to a point;

North 73°58'00" East, 15.54 feet to a point;

South 23°00'00" East, 72.00 feet to a point;

South 27°17'25" West, 17.70 feet to a point;

South 72°54'36" West, 68.27 feet to a point;

South 18°58'00" East, 87.24 feet to a point;

South 80°01'00" West, 27.57 feet to a point;

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South 21°09'10" West, 185.56 feet to a point in the northerly right-of-way line of Newark-Granville Road;

Thence along said right-of-way line, **North 70°59'25" West, 57.18 feet** to a point in the easterly line of that 0.71 acre tract as conveyed to Robert N. Kent, Jr. and Elaine Kent as recorded in Official Record Volume 499, Page 883;

Thence leaving the northerly right-of-way line of Newark-Granville Road around said 0.71 acre tract the following seven (7) courses and distances;

North 31°03'28" East, 87.89 feet to a point;

North 53°53'29" West, 100.32 feet to a point;

South 35°36'00" West, 84.18 feet to a point;

North 74°56'27" West, 100.71 feet to a point;

North 17°55'53" East, 73.81 feet to a point;

North 72°06'27" West, 84.00 feet to a point;

South 19°24'29" West, 100.00 feet to a point in the northerly right-of-way line of Newark-Granville Road;

Thence along said right-of-way line the following two (2) courses and distances;

North 70°59'25" West, 100.62 feet to a point of curvature; and . . .

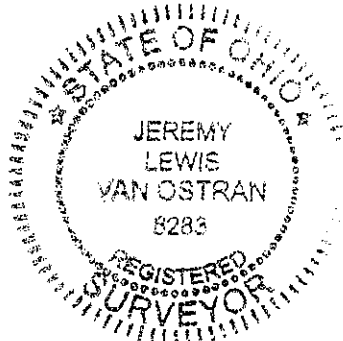
Northwesterly along the arc of a curve to the left (Radius= 574.10', Delta= 10°25'07", Length= 104.39') a chord bearing and distance of **North 76°23'19" West, 104.25 feet** to the **Point of Beginning** and containing **117.465 acres**, more or less.

Description was prepared by Jobes Henderson and Associates, Inc. in February of 2014.

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117.465 ACRE PARCEL
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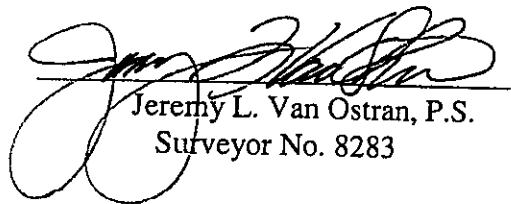
The bearings in the above description are based on bearings taken from the description of that 129.938 acre tract 14-00.000) as conveyed to the Granville Golf Course Company as recorded in Official Record Volume 132, Page 526.

Subject to all valid and existing easements, restrictions and conditions of record.



February 12, 2014

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Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

**CONSERVATION EASEMENT
18.628 ACRE PARCEL**

Situated in the State of Ohio, County of Licking, Township of Granville and City of Granville, being a part of Township 2, Range 13, United States Military Lands, being a part of that 129.938 acre tract (Parcel No. 020-043614-00.000) as conveyed to the Granville Golf Course Company as recorded in Official Record Volume 132, Page 526 and being a part of that 8.591 acre tract (Parcel No. 020-043614-00.000) as conveyed to the Granville Golf Course Company as recorded in Instrument Number ~~20042020003471~~, all references being to those of record in the Recorder's Office, Licking County, Ohio and being more particularly bounded and described as follows:
* 200402020003471

Beginning at a point marking the northwesterly corner of "Bryn Du Woods Phase II" as recorded in Plat Book 13, Page 387;

Thence along the easterly of "Bryn Du Woods Phase III" as recorded in Plat Book 14, Page 34 the following fourteen (14) courses and distances;

North 46°04'41" West, 315.92 feet to a point;

North 65°16'45" West, 254.80 feet to a point;

North 32°00'16" West, 452.35 feet to a point;

North 52°43'22" West, 256.72 feet to a point;

South 69°01'40" West, 183.73 feet to a point in the right-of-way of Bryn Du Drive;

Northwesterly along the arc of a curve to the right (Radius= 369.03', Delta= 07°49'47", Length= 50.43') a chord bearing and distance of North 28°07'20" West, 50.39 feet to a point;

Leaving said right-of-way line, North 69°01'40" East, 190.00 feet to a point

North 00°48'16" West, 176.07 feet to a point;

North 24°54'40" East, 73.87 feet to a point;

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18.628 ACRE PARCEL**

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North 16°07'29" West, 176.72 feet to a point in the right-of-way of Bryn Du Drive;;

Northeasterly along the arc of a curve to the right (Radius= 382.44', Delta= 07°30'46", Length= 50.15') a chord bearing and distance of **North 70°07'09" East, 50.11 feet** to a point;

Leaving said right-of-way line, **South 16°07'29" East, 180.00 feet** to a point;

South 75°05'46" East, 244.14 feet to a point; and . . .

South 70°01'34" East, 126.18 feet to a point marking the southwesterly corner of "Bryn Du Woods Phase I" as recorded in Plat Book 13, Page 349;

Thence along the southerly line of "Bryn Du Woods Phase I" the following six (6) courses and distances;

South 59°52'06" East, 310.00 feet to a point;

South 63°21'46" East, 425.00 feet to a point;

South 54°53'06" East, 105.00 feet to a point;

South 21°38'52" East, 217.58 feet to a point;

South 13°01'43" East, 110.71 feet to a point; and . . .

South 04°35'24" East, 372.04 feet to a point marking the northeasterly corner of "Bryn Du Woods Phase II";

Thence along the northerly line of "Bryn Du Woods Phase II", **North 86°13'47" West, 380.00 feet** to the **Point of Beginning** and containing **18.628 acres**, more or less.

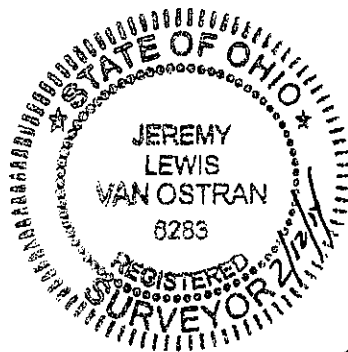
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**CONSERVATION EASEMENT
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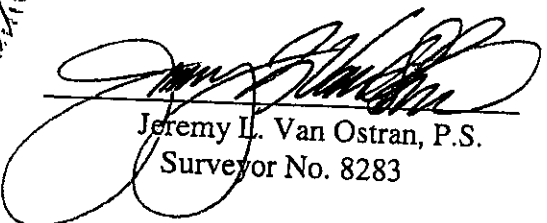
The bearings in the above description are based on bearings taken from the description of that 129.938 acre tract 14-00.000) as conveyed to the Granville Golf Course Company as recorded in Official Record Volume 132, Page 526.

Subject to all valid and existing easements, restrictions and conditions of record.



February 12, 2014

J:/2014/14065/survey/legals/18.628 ACRES


Jeremy L. Van Ostran, P.S.
Surveyor No. 8283