

## DEED OF CONSERVATION EASEMENT

This Deed is made this 25<sup>th</sup> day of July, 2007 by and between **Eleanor A. Marcum**, single, Grantor, and the **Friends of Lower Muskingum River**, an Ohio non-profit corporation, Grantee.

Said Grantor is the sole owner, in fee simple, of approximately 215 acres of real property situated at 3001 Graham Road, Cutler, in Washington County, State of Ohio, 262 Fractional Lots 19, 25 and 31 Section 20, Town 7, Range 11, in Fairfield Township, more specifically described in Exhibit A, and herein referred to as the "Protected Property."

### ARTICLE I - RECITALS

200700008761 ✓  
Filed for Record in  
WASHINGTON COUNTY, OHIO  
TRACEY WRIGHT, RECORDER  
10-26-2007 At 11:00 am.  
R/W 168.00  
DR Volume 457 Page 1379 - 1397

1. The Grantor and Grantee recognize the "Conservation Values" of the Protected Property, whether scenic, natural, open space, agricultural or historic, and have the common purpose of the conservation and protection in perpetuity of the Protected Property. Therefore, in consideration of one dollar (\$1.00), the Grantor does hereby grant and convey, in perpetuity, to the **Friends of Lower Muskingum River**, an Ohio Non-Profit Corporation, and its assigns, real property for the express purpose of a conservation easement through the use of restrictions as set forth.
2. The Conservation Values of the Protected Property are set forth in a Baseline Document Report (Exhibit B), which describes the condition, use and maintenance of the property, and a Land Management Plan (Exhibit C), both attached to this Deed of Conservation Easement, at the time of this conveyance, which is an accurate representation of existing conditions of the Protected Property.
3. The Grantee is a duly "qualified organization" under Section 170 (h)(3) of the Internal Revenue Code, which is organized and operated for conservation purposes and meets requirements of Section 170 (h)(4)(A) of the Internal Revenue Code, and that as a condition of any such transfer or assignment, the Grantee will require that the conservation purposes be carried out in perpetuity.
4. The Grantor and Grantee, in recognition of the aforesaid scenic, natural, open space, agricultural or historic character of the Protected Property, have agreed to protect and preserve it exclusively for conservation purposes and do, by the conveyance of this Deed of Conservation Easement to the Grantee, and its acceptance by the Grantee, confirm the purpose of conserving in perpetuity the aforesaid Conservation Values of the Protected Property and preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with the maintenance of the Protected Property for conservation purposes.
5. The Grantee is willing to accept this Deed of Conservation Easement, subject to the reservations and to the terms, conditions and obligations set out herein and imposed.
6. In consideration of the promises and the foregoing recitations and for good and valuable considerations and the mutual covenants, terms and conditions and restrictions hereinafter set forth,

and with the intention of making an absolute and unconditional gift, the Grantor, her heirs, successors, and assigns does hereby grant, give, and convey unto the Grantee, its successors and assigns, forever and in perpetuity a Deed of Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Property.

7. It is the purpose of this Deed of Conservation Easement to:
  - a) assure that the Protected Property will be retained forever, in perpetuity, in its scenic, natural, open space, agricultural or historic condition as evidenced by the Baseline Documentation Report;
  - b) prevent any use of the Protected Property that will impair or interfere with the Conservation Values of the Protected Property, its wildlife habitat, woodlands, pastures, rock outcroppings and formations, natural resources, or ecosystems;
  - c) ensure the restoration of any Conservation Values degraded or destroyed in violation of this Easement.

To those ends, the Grantor, her heirs, successors, and assigns shall permit only such future uses of the Protected Property that are consistent with and in furtherance of the purposes of this Deed of Conservation Easement, including practices that promote stewardship and enhancement of the Conservation Values, and protect the land, water, forest and wildlife resources of the Protected Property forever. The Grantee shall have the right to monitor compliance with, and enforce the terms of this Easement.

## **ARTICLE II**

### **RESTRICTIONS IMPOSED UPON THE PROTECTED PROPERTY**

For and in consideration of the mutual promises and covenants set forth below, the parties agree as set forth herein. These restrictions are hereby imposed upon the use of the Protected Property and the acts that the Grantor so covenants to do and refrain from doing upon the Protected Property. These restrictions carry over to the Grantor's heirs, successors or assigns, and run with the Protected Property.

1. The Protected Property shall not be subdivided.
2. The Protected Property herein described shall be kept in a natural forested or agricultural state consistent with its Conservation Values. No buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Protected Property, unless otherwise expressly provided hereunder.
3. There is a present oil and gas well on the property, and the home is supplied with free gas from that well. Other than activities enabled by the lease under which that well was drilled, if any, there shall be on or in the Protected Property, no further mineral extraction activity of any kind, nor any filling, excavating, removal of top soil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.
4. No power, gas or petroleum transmission lines may be constructed, nor any other interests

in the Protected Property shall be granted for this purpose. However, the Grantor reserves the right to maintain and repair telephone, electric, water, wells, or other utility lines or mains on existing easements needed to provide for the needs of the Grantor, heirs, successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee or its assigns. Upon completion of all construction for such utilities, the area shall be restored to its previous state or as near as practical to the satisfaction of the Grantee, its successors or assigns.

5. There shall be no construction of towers for communication or otherwise on the property.

6. No trees, ground cover or other vegetation shall be removed on scenic or natural lands, except that which is necessary to maintain foot paths and trails, to restore natural habitat areas, to promote natural vegetation, and to protect life and property, unless otherwise expressly provided hereunder. Clear-cutting of forested areas is prohibited. The control of non-native (Ohio) invasive species is permitted by means of approved methods.

7. The use of only natural methods of plant and pest control are permitted on the Protected Property, but only provided such use is in compliance with all applicable federal, state, local statutes and regulations and best management practices and only to the extent such use does not have a demonstrable detrimental effect on the Conservation Values of the Protected Property. No chemical, synthetic, or non-natural substances may be utilized on the Protected Property for plant and pest control or for other purposes.

8. The Protected Property shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon, except Grantor shall have no duty to remove garbage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent, nor shall Grantor have a duty to remove oil or gas equipment existing upon the Protected Property at the time of this conveyance.

9. Each and every other activity or construction that is inconsistent with the purpose of the easement and which might endanger the Conservation Values of the Protected Property is forbidden, except has hereafter reserved.

10. The Grantee or its successors or assigns reserve the right to inspect said Protected Property for violations of the conservation easement twice per year as of right upon 10 days written notice or at anytime upon 10 days written notice if a violation is reported. If violations occur and written notice is given and sixty (60) days after the advance written notice the Grantor, her heirs and assigns, has not eliminated said violations, the Grantee or its assigns may remove or eliminate, at the expense of the landowner, any violation by the Grantor, her heirs, successors or assigns, of the conservation easement. The Grantee, its assigns, or authorized representative may enter upon said lands for the purpose of inspection while the violation is continuing to verify remedial and corrective action is in progress or completed.

11. The Grantor, her heirs, successors and assigns shall notify the Grantee or its assigns of any transfers of the Protected Property within a reasonable period of time not to exceed sixty (60) days from the date of the transfer.

12. Management of specific areas described in the Baseline Document (Exhibit B), are outlined in the Land and Management Plan (Exhibit C).

13. Any portion of the Protected Property that is currently non-forest agricultural land which is converted to forest after the date of this deed of easement shall not be reconverted to field and pasture agricultural use, but shall thereafter remain forested land. No timbering or harvest of forested land on the Protected Property shall be permitted, whether for timber, firewood, forest health or otherwise, except for the cutting of firewood of naturally felled trees, or if recommended by a certified forester for the removal of isolated trees to prevent the spread of a disease significantly threatening the forested land of the Protected Property.

14. There shall be no construction of additional roads or drives upon the Protected Property. There shall be no operation of motorized vehicles on the Protected Property, including but not limited to, automobiles, trucks, snowmobiles, dune buggies, motorcycles, dirt bikes, four-wheelers, all-terrain vehicles, or recreational motorized vehicles, except that

- a) pickup trucks, tractors and non recreational vehicles may be used anywhere on the Protected Property in connection with maintenance, agricultural purposes and activities under Article IV(8), and
- b) motorized vehicles of all types may be operated within the confines of existing driveways and parking areas.

15. There shall be no use of recreational fireworks or target shooting with any type of firearm anywhere on the Protected Property.

### **ARTICLE III - REPRESENTATIONS AND WARRANTIES**

Grantor represents and warrants that, after reasonable investigation and to the best of her knowledge, and except as may be present upon or associated with the existing and abandoned oil and gas equipment and resources on the Protected Property:

1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property.

2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.

3. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

### **ARTICLE IV - RIGHTS OF GRANTOR**

The Conservation Easement granted hereunder and the covenants here are subject to the following rights of the Grantor, which are reserved as described:

1. Except as expressly limited herein, the Grantor reserves for herself, her heirs, successors and assigns, all rights as owner of the Protected Property, including the right to use the Protected Property for all purposes not inconsistent with this Conservation Easement.
2. The Grantor, her heirs, successors, and assigns, reserve the right to reside on the Protected Property in existing permitted structures as well as use, maintain and enjoy the Protected Property in any way which is not expressly prohibited or which may be detrimental to the intent and purpose of this Deed of Conservation Easement.
3. The Grantor, her heirs, successors, and assigns, reserve the right to maintain, repair, and upgrade existing driveways, telephone, electric, water, wells or other utility lines or mains on existing easements to meet the residential needs of the Grantor, her heirs, successors, and assigns.
4. The Grantor, her heirs, successors, and assigns, reserve the right to install new utility and communication devices suitable for home use as they are made available to residential consumers. These devices and utilities include but are not limited to solar power, fuel cell technology, and satellite communications, water if made available and sewer systems if made available.
5. The Grantor, her heirs, successors, and assigns, reserve the right to use, maintain, repair, remodel, renovate, restore, and replace existing permitted structures at the same location with structures of like size and function, with additions that do not add more than 25% in size to any building, all subject to applicable building codes and regulations.
6. The Grantor, her heirs, successors and assigns, reserve the right to install and maintain an adequate water supply system for existing residences on the Protected Property, including the right to maintain and drill a water well, to develop a spring, and the right to repair, improve and/or replace a sanitary and septic system, including leach fields, but with the least disturbance practical to best accomplish the objectives of this Easement.
7. The Grantor, her heirs, successors and assigns, reserve the right to use any portion of the Protected Property, except that portion currently established in native hardwoods or planted conifers, or as pasture for hay or other livestock, using soil and water conservation, pest management, nutrient management, wildlife conservation and habitat protection practices consistent with a regenerative agriculture paradigm, including the right to experiment with natural, ecologically promising practices not yet generally accepted.
8. The Grantor, her heirs, successors and assigns, reserve the right to:
  - a) cut or prune isolated trees to prevent property damage, personal injury, disease or fire;
  - b) to clear fence rows, lane borders and areas of undergrowth;
  - c) to use generally acceptable natural methods to eliminate or control invasive or destructive species;

- d) to use natural windfalls for firewood; and
  - e) allow any portion of the Protected Property that is currently agricultural pasture land to reforest and return to native habitat if agricultured pasture cannot or is not practiced or maintained in the future.
9. The Grantor, her heirs, successors and assigns, reserve the right to:
- a) construct boundary fences necessary or appropriate for protection of the conservation values of the Protected Property or for agricultural uses or for landscaping;
  - b) mark legal boundaries; and
10. The Grantor, her heirs, successors and assigns, reserves the right to create one new home on the Protected Property, with the provision that the home, if completed shall be in an approximately one acre site. However, the Protected Property may not be subdivided for this or any other purpose. The home site, utilities (including septic system), outbuildings, landscaping, and other improvements typically associated with a single family residence shall be permitted on the Reserved Home Site, but it must be located at a place that does not require the construction of new roadway on the Protected Property or driveways across pastures or through woodlands, and only at such place as is acceptable and approved by the successor owner of the Protected Property.. This site shall be located entirely within the area identified in Exhibit B (Baseline Document) as the "Reserved Home Site". Other than excepted in this paragraph, uses of and activities on the Reserved Home Site is subject to the other terms and provisions of this Conservation Easement.

#### **ARTICLE V - GENERAL PROVISIONS**

1. Costs, Liabilities & Taxes. Grantor (and each of Grantor's successors in title, as the case may be) retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of general liability insurance coverage and any taxes assessed on Grantor's interest of the Protected Property.
2. Amendments. If circumstances arise under which amendment to, or modification of, this Conservation Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Conservation Easement, provided that no amendment shall be made that will adversely affect the qualification of this Conservation Easement and continued protection of the Conversation Values for the Protected Property expressed in this conveyance or the status of Grantee under any applicable laws. Any such amendment shall be consistent with the purpose of this Conservation Easement, shall not affect its perpetual duration and shall not permit any impairment of the significant Conservation Values of the Protected Property. Any such amendment shall be executed by Grantee or by Grantee's successor in title and by the record owner or owners of the Property or portion thereof, and shall be filed with the Washington County, Ohio Recorder.
3. Enforcement. Any differences among the Grantor, her heirs, successors or assigns and the Grantee, its successors or assigns, as to their rights or obligations under this Agreement not settled by mutual agreement after thorough discussion shall be submitted for arbitration to an agreed upon

arbitrator, or in the absence of such agent, to a committee. The committee shall consist of one arbitrator selected by each party and the group selected shall select one more to cause an odd number within the group. The decision of this group shall be binding. The cost of arbitration shall be shared as follows: Each party shall pay for the arbitrator it selected. The parties shall equally share the cost for the one additional committee member selected by the group, or the cost of a single arbitrator if the use of a single arbitrator is agreed upon by the parties. All arbitrators shall be residents of the State of Ohio.

4.     Transfer of Easement. The Grantee may transfer this Easement to, or co-hold this Easement with, a public entity or a nonprofit organization that is qualified to hold the Easement under Section 170(h) of the Internal Revenue Code and Section 5301.69(b) of the Ohio Revised Code, and which agrees to assume or share the responsibilities of the Grantee hereunder, and is capable to do the same. If the Grantee ceases to exist, or ceases to be qualified to hold this Easement, the Grantee shall transfer this Easement to an entity or organization that is qualified to hold the same. The Grantee shall provide the Landowner with written notice of any such transfer.

5.     Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent to by first class mail, postage prepaid, addressed as follows:

To Grantor:   Eleanor Marcum  
                  3001 Graham Road  
                  Cutler, Ohio 45724

At the address from time to time to which real estate tax bills are mailed by the Washington County Treasurer.

To Grantee:   Friends of Lower Muskingum River  
                  701 Colegate Drive  
                  Marietta, OH 45750

or to other such address as any of the parties from time to time shall designate by written notice to the others.

The lands of the Grantor, herein above referred to and to which the provision of this instrument apply, are situated in the Township of Fairfield and Washington County, State of Ohio, and are more particularly described in the property deed, Vol. 357 p 2638, Washington County Recorder.

TO HAVE AND TO HOLD unto the Friends of Lower Muskingum River and its successors and assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor, her heirs, successors and assigns, and each of them, and shall constitute a servitude upon the above described lands; and said Grantor does COVENANT and WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that she will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunder set her hand on the day and year first above written.

Signed and acknowledged  
in the Presence of:

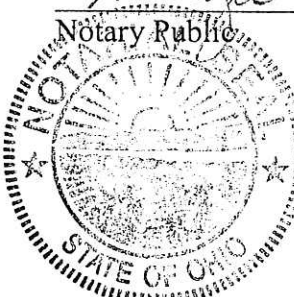
*Jonathan Sowash*  
*Margie Barba*

*Eleanor E. Marcum*  
Eleanor E. Marcum, GRANTOR

STATE OF OHIO,  
WASHINGTON COUNTY, SS:

Before me, a notary public in and for said county and state, personally appeared the above named Grantor, Eleanor E. Marcum, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 20<sup>th</sup> day of July 2007.

*Margie Barba*  
Notary Public  
MARGIE BARBA  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
JUNE 1, 2011

This instrument was prepared by:

Jonathan Sowash  
SOWASH, CARSON & FERRIER, L.P.A.  
39 N. College Street  
P.O. Box 2629  
Athens, OH 45701  
(740) 594-8388

**RECORDER — Please cross-reference to deed recorded in Volume 357, Page 2638, Official Records, Washington County, Ohio.**

200300000303 ✓  
 Filed for Record in  
 WASHINGTON COUNTY, OHIO  
 TRACEY WRIGHT  
 01-10-2003 01:52 PM.  
 DEED 26.00  
 OR Volume 357 Page 2638 - 2642

Instrument 200300000303 OR Volume Page 357 26

TRANSFER ON DEATH DEED

(Section 5302.22 Ohio Revised Code)

Eleanor A. Marcum, widowed and unremarried, of the State of Ohio, for valuable consideration paid, grants to Eleanor A. Marcum, whose tax-mailing address is: 3001 Graham Road, Cutler, OH 45724-5060, transfer on death to Thomas P. Marcum, beneficiary, the following **REAL PROPERTY**:

SEE ATTACHED EXHIBIT A

This instrument is executed and delivered by the grantor and accepted by the grantees subject to the same conditions and restrictions contained in former instruments of record concerning said premises and subject to all easements, leases, rights of way of record and legal highways.

Eleanor A. Marcum, the Grantor, has hereunto set her hand this 26 day of November, 2002.

(s) Eleanor A. Marcum  
 Eleanor A. Marcum

STATE OF OHIO Washington  
 COUNTY OF FRANKLIN: ss

**BE IT REMEMBERED**, That on this 26<sup>th</sup> day of November, 2002, before me, the subscriber, a Notary Public in and for said state, personally came Eleanor A. Marcum, the Grantor in the foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

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

Earla J. Miskimins  
 Notary Public

Earla J. Miskimins, Notary Public

(Marcum; 2975K20B; 2DG)

This Instrument was prepared by:

C. Edward Venard  
P. O. Box 399  
New Albany, Ohio 43054  
Phone Number: (614) 855-2292

EXHIBIT A

**PARCEL ONE:** Situated in the County of Washington in the State of Ohio and in the Township of Fairfield and bounded and described as follows:

Tract of 36 acres on southerly side of Fairfield Township Road 61, in Fairfield Township, Washington County, Ohio, taxed in name of "Henry R. Carlton", a Washington County Auditor's Tax List, calendar year 1971, as 3 acres in N.E. pt. of 262-acre Lot No. 25 in Town 7, Range 11, Fairfield Township.

Situate in the Township of Fairfield, County of Washington, State of Ohio.

Being part of 262 acre Fractional Section Lots No. nineteen (19) and twenty-five (25) in Section twenty (20), Town seven (7), Range eleven (11) of the Ohio River Survey, bounded thus:

Beginning in the center of the County Road (now Fairfield Township Road 77) from Cutler to Bartlett, on the north line of said Fractional Section Lot No. twenty-five (25), at a stake 23.95 chains East of the northwest corner of said Fractional Section Lot. Thence South 89 degrees 30 minutes East, along said north line, a distance of 12.15 chains to a stake from which a Cedar tree (10 inches in diameter) bears South 82 degrees East 95 links distant.

thence along the center of said Road (now Fairfield Township Road 77) South 29 degrees 15 minutes East, a distance of 4.58 chains. Thence South 4 degrees 30 minutes East, a distance of two chains. Thence South 60 degrees 45 minutes East, a distance of 9.76 chains to a stake where a Black Walnut (12 inches in diameter) bears North 75 degrees 30 minutes West 79 link distant.

thence South 53 degrees 15 minutes West, a distance of 7.13 chains to stake 37 links from the top of the rock ledge and from which a White Walnut (12 inches in diameter) bears South 83 degrees 30 minutes West 23 links. Thence South 28 degrees 15 minutes East, a distance of 8.42 chains to a White Oak (three inches in diameter). Thence South 49 degrees, East, a distance of 15.12 chains to a stake from which a White Oak (14 inches in diameter) bears South 57 degrees East 152-1/4 links. Thence South three degrees 1 minutes West, a distance of 1.42 chains to a cross on the rock ledge. Thence South 25 degrees 40 minutes East, a distance of 4.10 chains to the center of the West Branch of the Little Hocking Creek, where a Black Walnut (10 inches in diameter) bears North 25 degrees 40 minutes West 84 link distant.

thence westerly, up the center of said West Branch, about 63 chains to the center of the Bridge on the County Road (now Fairfield Township Road 61)

thence northerly along the center of said road to the place of beginning.

Containing 64.75 acres. There being 8.05 acres in Fractional Section Lot No. 19, and 56.70 acres in Fractional Section Lot No. 25. (Parcel #1249392) (Deed Book 406, Page 124).

**EXCEPTING THEREFROM** the following described real estate:

Beginning at a point in the center of the public road from Cutler to Bartlett [now Fairfield Township Road 77] on the north line of said Fractional Sectional Lot No. 25, at a distance of 23.95 chains East of the northwest corner of said Fractional Section Lot No. 25. Thence East in the north line of said Fractional Section Lot, a distance of 10.822 chains to point where the northeast corner of the Grantor's land bears East 1.31 chains distant, and an Iron Pipe bears South zero degrees 13 minutes West 37.9 links distant.

Thence South zero degrees 13 minutes West, a distance of 10.586 chains to an Iron Pipe. Thence South 47 degrees 35 minutes West, a distance of 16.112 chains to the center of the Covered Bridge over the West Branch of Little Hocking Creek. Thence in a northerly direction and following the center of the public road [now Fairfield Township Road 61], to the place of beginning, containing 26.0 acres, more or less.

**ALSO EXCEPTING THEREFROM** the following described real estate:

Being part of 262-acre Fractional Section Lot No. 25 in Town seven (7) Range eleven (11) of the Ohio Company's Purchase, bounded thus:

Beginning at a point which is determined as follows: Beginning in the center of the County Road from Cutler to Bartlett on the north line of said Fractional Section Lot No. 25, at a stake 23.95 chains East of the northwest corner of said Fraction. Thence South 89 degrees 30 minutes East, along said north line, a distance of 12.15 chains to a stake from which a Cedar tree [10 inches in diameter] bears South 82 degrees East 95 links distant. Thence along the center of the Road, South 29 degrees 15 minutes East, a distance of 4.85 chains. Thence South 45 degrees 30 minutes East, a distance of two chains, to the place of beginning.

Beginning at the beginning point thus determined. Thence South 6 degrees 45 minutes East, a distance of 9.76 chains to a stake where a Black Walnut [12 inches in diameter] bears North 75 degrees 30 minutes West 7 links distant.

Thence South 53 degrees 15 minutes West, a distance of 7.13 chains to stake 37 links from the top of the rock ledge and from which a White Walnut [12 inches in diameter] bears South 83 degrees 30 minutes West 23 links. Thence North 25 degrees West, a distance of 550 feet to an American Elm tree [18 inches in diameter]. Thence to the place of beginning, containing three (3) acres, more or less.

Parcel No.: 12-49392

Last Transfer: Vol. 545 Page 448; Deed Book 406, Page 124

Tax Mailing Address: 3001 Graham Road, Cutler, OH 45724

**PARCEL TWO: FIRST TRACT:** Situated in the County of Washington in the State of Ohio, and in the Township of Fairfield and bounded and described as follows:

Being part of 262 acre Fraction No. 25, Town 7, Range 11, and being more fully described as follows:

Beginning at an iron pipe set in the North line of 262 Acre Fraction No. 25, Town 7, Range 11, and being 2381.94 feet South 89 deg. 27' East of the Northwest corner thereof, and where a 10" Cedar bears South 82 deg. East 62.92 feet distant; thence South 89 deg. 27' East a distance of 702.6 feet to an iron pipe; thence South 32 deg. 12' West a distance of 530.8 feet to point in the center line of Township Road No. 77, where an iron pipe bears

North 32 deg. 12' East 27.63 feet distant; thence North 60 deg. 45' West along the center of said Road a distance of 203.8 feet to a point; thence North 45 deg. 30" West along said Road a distance of 132.0 feet to a point; thence North 29 deg. 15' West a distance of 302.28 feet to the place of beginning. Containing 4.22 Acres

Parcel No.: 12-494000

Last Transfer: Vol. 545, pages 453 and 454; Deed Book 371, Page 349

Tax Mailing Address: 3001 Graham Road, Cutler, OH 45724-5060

**SECOND TRACT:** Situated in the County of Washington in the State of Ohio, and in the Township of Fairfield and bounded and described as follows:

Beginning at a point which is determined as follows: beginning in the center of the County Road from Cutler to Bartlett on the North line of said Fraction No. 25, at a stake 23.95 chains East of the Northwest corner of said Fraction; thence South 89 deg. 30' East along said North line 12.15 chains to a stake from which a Cedar tree 10", now or formerly, bears South 82 deg. East 95 links distant; thence along the center of the road, South 29 deg. 15' East 4.58 chains; thence South 45 deg. 30' East 2 chains, to the place of beginning.

Beginning at the beginning point thus determined, thence South 60 deg. 45' East 9.76 chains to a stake where a Black Walnut 12", now or formerly bears North 75 deg. 30' West 79 links distant; thence South 53 deg. 15' West 7.13 chains to a stake 37 links from the top of the rock ledge and from which a White Walnut 12", now or formerly, bears South 83 deg. 30' West 23 links; thence North 25' deg. West 550 feet to an American Elm tree 18"; thence to the place of beginning, containing 3 acres, more or less.

Parcel No.: Parcel # 12-49408

Last Transfer: Vol. 545, Pages 453 and 454; Deed Book 371, Page 349

Tax Mailing Address: 3001 Graham Road, Cutler, OH 45724-5060

**PARCEL THREE: FIRST TRACT:** Situated in the Township of Fairfield, in the County of Washington and State of Ohio and bounded and described as follows:

Being a part of fraction, or 262 acre lot No. 25; Section No. 20, town No. 7, Range No. 11, and bounded as follows: Beginning in the north line of said fraction in the middle of the road, leading from McGrews to Cutler Station; thence southerly along said road to the center of Little Hocking; thence easterly along the center of said creek to the east line of said fraction; thence north along the east line of said fraction to the northeast corner of said fraction; thence west along the north line of said fraction to the place of beginning. Save and except therefrom such portion of said tract as may be east of the County Road running north to Union Cemetery.

Also a part of the west half of fraction No. 7, Section No. 14, Town No. 7, Range No. 11, to-wit: All that part of said West half which lies north of the center of Little Hocking Creek, and west of the said County Road running north to Union Cemetery. Except Sixty-four and seventy-five hundredths (64.75) acres from west end of land already described, heretofore conveyed to George B. Henry, of Cutler, Ohio, by Linnie Gormley.

It is intended hereby to convey all the interests of the aforementioned Grantors in and to the premises in fraction, or 262 acre lot No. 25, Section No. 20, Town No. 7, Range No. 11.

The above described property in all contains 106.13 acres, more or less.

Parcel No. 12-49404  
Last Transfer: Vol. 545, Pages 451 and 451  
Tax Mailing Address: 3001 Graham Road, Cutler, OH 45724-5060

**SECOND TRACT:** Situated in the Township of Fairfield, in the County of Washington and State of Ohio and bounded and described as follows:

Being the east part of the 116 lying in East end of Fractional Section No. 31 in Town 7, Range 11, the same being conveyed to H. H. and Emma Goddard by Linnie Gormley by deed dated June 17, A. D., 1913 and recorded in Vol. 17 at page 323 deed records of Washington County, State of Ohio.

Beginning at a point 16.75 chains east of the S. W. corner of said 11 acres at a stake on the south line of said Fraction No. 31, about 90 links W of a small run and from which a forked Elm 8" bears north 89 deg. W. 47 link distant; thence No. 13 1/2 deg. W. 3.11 chains No. 30 deg. W. 2.00 chains, N 41 1/4 deg. W. 2.40 chains to where a Red Elm 10" bears S. 11 deg. W. 2 links, thence N. 3 deg. W. 1.80 chains N. 5 1/2 deg. W. 2.05 chains to white walnut 10" N. 6 3/4 deg. W. 5.61 chains, No. 50 deg. E. 1.15 chain crossing run to white Walnut 10" N. 23 deg. W. 1.98 chains, N. 13 deg. W 2.67 chains N. 33 deg. E. 1.00 chains to a white walnut, 3" N. 44 deg. E 1.30 chains, N. 5 3/4 deg. W. 1.51 chains N. 28 deg. E. 1.00 chains No. 5 3/4 deg. E. 2.21 chains to a Beech 12" N. 12 1/2 deg. W. 1.73 chains N. 9 1/4 deg. W. 2.38 chains to an Ash 12" N. 20 deg. W. 2.27 chains to a Beech 10 the East bank of run on or near the north line of said fractional section thence East along the line of said fractional section to the Northeast corner, thence south to the southeast corner of said fractional section thence West to a point of beginning and containing 69.25 acres, more or less

Parcel No. 12-49396  
Last Transfer: Vol. 545, pages 451 and 452  
Tax Mailing Address: 3001 Graham Road, Cutler, OH 45724-5060

200300000303  
SEE FILE  
C. EDWARD VENARD  
P.O. BOX 399  
NEW ALBANY, OH 43054

DATE JAN 10 2003  
BY *[Signature]*  
ROBERT IRVIN BADGER  
Washington County  
Engineer P.E., F.S.  
EXEMPT FROM PAYMENT OF  
NOT A COUNTY DEED FOR TRANSFER  
AGAIN IN ITS PRESENT FORM

NO TRANSFER NECESSARY  
1/10 20 03  
*[Signature]*  
Auditor  
WASHINGTON COUNTY AUDITOR

Exhibit B Baseline Document

I, Eleanor A. Marcum, provide this Baseline Document in support of the Deed of Conservation Easement I am conveying to the Friends of the Lower Muskingum River for the perpetual protection and conservation of my home and farm, pasture, and woodlands at 3001 Graham Road, Cutler, Washington County, Ohio, being approximately 215 acres (hereinafter "the Protected Property").

The Protected Property has the following features as of the time of such conveyance and the creation of this Baseline Document:

Significant woodlands and woodland cover of primarily mixed hardwood species of mixed age that has not been timbered to the best of my knowledge in all of the time I have been an owner of the Protected Property.

Pine tree plantings made by late husband, Leith Marcum, including at the time with the intention to grow Christmas trees for sale, which have now matured, and in some cases past matured, and consist of both groves and line the roadway leading into the Protected Property to my home. There is also some naturalized spread of pine trees on the Protected Property.

A fresh water pond to the east of the roadway into the Protected Property.

A developed but now not utilized spring to the east of my home

Extensive sandstone rock outcroppings, cliffs, and overhangs in the woodlands of the Protected Property.

Pastures throughout the flatter areas of the Protected Property along both sides of the roadway into my home and continuing to the south of my home that are presently being maintained by a neighbor, Reuben Richard, for hay, which he harvests from the Protected Property each year at no charge or payment to me.

One gas well to the west of the roadway into my home that continues to provide me with natural gas for the heating of my home and is maintained by the oil and gas lessee, but that does not produce commercially any longer to the best of my knowledge.

One abandoned oil pump and well head and associated equipment also to the west of the roadway into my home.

Open land that has been annually mowed that is not suitable or presently being utilized for hay in various places on the border between my woodlands and pasture.

A small amount of brush cover in or at the edge of my woodlands.

My two story home, which contains and includes a log cabin structure.

Public water, electric, and telephone service.

A barn and grainery directly across from my home.

Some outdoor water systems, including PVC pipe from the barn to the woodlands and an outdoor shower at the barn, each no longer in good working order.

A septic system with access to the south of my home under a pine tree with a visible septic tank cover.

A roadway into the Protected Property that is maintained by my township to my home.

A private now grassy roadway continuing from my home to the south of the property into the woodlands to the edge of its then steep sloping to the south.

I have authorized my attorney, Jonathan Sowash of Athens, Ohio, to videotape portions of the Protected Property on this date and maintain a copy of the same in his office.

Eleanor A. Marcum  
Eleanor A. Marcum

July 20, 2007  
Date

Sworn to and subscribed before me this 20<sup>th</sup> day of July, 2007



## **Exhibit C**

### **Land Management Plan 20 July 2007**

I, Eleanor A. Marcum, hereby set forth and describe the Land Management Plan for my land and farm at 3001 Graham Road, Cutler, Washington County, Ohio, being approximately 215 acres and my home (hereinafter described as "the Protected Property").

It is my desire and intention for the Protected Property to be protected and maintained in its present conditions and uses, for which I have executed a Deed of Conservation Easement to and with the Friends of Lower Muskingum River. As part of such conveyance, I am providing this Land Management Plan in order to further clarify and describe my intentions for the Protected Property. I have also executed a Baseline Document describing the present conditions and uses of the Protected Property and participated in the completion of a videotape overview of the Protected Property through my attorney, Jonathan Sowash, of Athens, Ohio.

My Deed of Conservation Easement provides particular guidelines and parameters for the continued use of the Protected Property. Most important in that document and in this Land Management Plan is to describe uses of the Protected Property that are prohibited.

It is my specific desire and wish for the Protected Property to be guided in its maintenance and future uses by the following particular Land Management Plan provisions:

1. I wish for the woodlands on the Protected Property to be maintained in their natural state, to allow and provide for their natural regeneration and succession as a mixed hardwood forest, to prohibit any timbering or harvest of the woodlands or standing trees for any commercial or recreational or agricultural purpose, to permit the removal of any diseased trees from this forest on only an isolated basis and only then upon the approval or recommendation of a certified forester.

2. I wish for the pastures on the Protected Property to be maintained as pasture. These pastures are presently maintained by a neighbor who I permit to make and remove hay from the pastures each year, as doing so allows the pastures to be maintained without expense to me. I recognize that it may not always be possible for the pastures to be maintained as pastures without incurring expense. It is my desire that the successor owners of the Protected Property do maintain the pastures as pastures and arrange for the mowing or haying of the pastures at least once per year. However, I do not insist upon this management if it causes an expense for successor owners that such successor owners wish to avoid. In the event that the pastures are not maintained as pastures for any reason, I wish for the pastures to be allowed to naturally convert to woodlands. In such instance, it would also be acceptable to me for trees to be planted in such pastures to assist in the conversion to woodlands, but only with a mixed variety of native tree species and in no instance a plantation or monocultural planting of just one tree species. I do not wish for the pastures on the Protected Property to be utilized by livestock or for the construction of fences for purposes of livestock. If in the judgment of the successor owner(s) of the Protected Property it is considered reasonable to permit the planting of tree crops or field crops on the

pastures of the Protected Property in a manner that utilizes only natural or organic materials and is unlikely to conflict with any of the Conservation Values or criteria I have placed in the Deed of Conservation Easement, then such a decision would be acceptable to me.

3. I wish for the existing gas well on the Protected Property to be maintained if possible, as it provides a source of natural gas for the heating of my home on the Protected Property. However, I do not wish for any further exploration or extraction of oil, gas, coal, gravel, or any other mineral resources. It is not necessary for the existing abandoned oil or gas equipment, and presently working equipment if subsequently abandoned, on the Protected Property to be removed, but I would be glad for such equipment to be removed if it may be done without cost to me or to successor owners and if it may be done in a manner that does not cause harm or disturbance to the Protected Property.

4. I wish for the pond on the Protected Property to continue to exist as a pond. In the event that pond naturally converts to a shallow pond or wetland, it is not necessary to excavate the pond to maintain its present or a certain depth, but I do not want the contour of the pond to be flattened or eliminated. I wish for the spring on the Protected Property, which is located to the east of my home in what is presently a pasture, to be protected and left alone or utilized for its water resources, and not disturbed or removed.

5. There are several areas of the Protected Property that are now open land, but not pasture. These areas are presently maintained by annual mowing. I have no preference whether these presently open land areas continue to be mowed annually and left open or are allowed to convert to natural woodlands.

6. I wish for my home to be maintained and utilized as a home or shelter for successor owners. I do not object to the renting of the home to provide for income for the Protected Property. I recognize that it may be impossible to maintain a home in perpetuity and I am not seeking to require successor owners to maintain the home, but it is my preference that the home continue to be maintained and occupied so long as it is reasonable to do so and its occupancy does not conflict with the Conservation Values I have described in the Deed of Conservation Easement or the Land Management Plan I describe here. My views are the same for the barn on the Protected Property, that it be maintained if reasonable to do so.

7. I do not object to the lawful hunting of deer upon the Protected Property, but only by permission by the owner and successor owners of the Protected Property. I do not wish for the hunting of other species of flora or fauna to be permitted on the Protected Property.

8. I do not want any further roadways, fences, utility lines, easements, or other man-made changes or additions to the Protected Property. It is acceptable for me for my daughter or for other members of my family to construct a new home on the Protected Property, but only one new home and new home site, rather than several, and only at such location as will have a minimum impact upon the Protected Property and not require the construction of new roadways, or of driveways across pastures or through the woodlands, and only at such location and upon such terms as may be acceptable to my son, Thomas Marcum, as the first successor owner of the Protected Property, and then to his successor owners. I do not want any subdivision of the

Protected Property. It is my desire for the Protected Property to remain intact as one contiguous and uninterrupted parcel of real estate.

9. It is acceptable to me for the Protected Property to be utilized for purposes of hiking and nature study, but only with the permission of the successor owner(s), and only if done without the operation of motorized vehicles on the Protected Property, other than on roadways already in place upon the Protected Property.

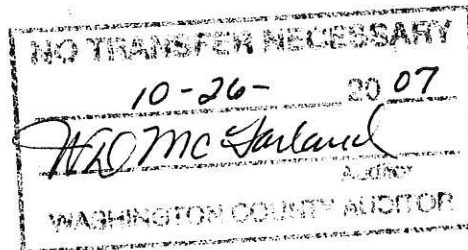
Eleanor A. Marcum  
Eleanor A. Marcum

July 29 2007  
Date

Sworn to and subscribed before me this 20<sup>th</sup> day of July, 2007.



DATE OCT 26 2007  
BY R. Barker  
ROBERT IRVIN BARKER  
Washington County  
Engineer P.E./P.S.



200700008761  
JONATHAN SOWASH  
SEE FILE  
P.O. BOX 2629  
ATHENS OH 45701

Instrument Volume Page  
200700008761 OR 457 1397

## ACCEPTANCE OF CONSERVATION EASEMENT

The Friends of the Lower Muskingum River do hereby warrant and acknowledge that:

1. The Friends of the Lower Muskingum River is a duly authorized and registered Ohio not-for-profit corporation in good standing and determined to be validly tax exempt by the Internal Revenue Service and thus able to receive charitable contributions from individuals deductible from their taxable income.

2. The Friends of the Lower Muskingum River have reviewed the Deed of Conservation dated July 25, 2007, from Eleanor A. Marcum in detail, including each of the duties of monitoring, protection, and enforcement imposed upon the Friends of the Lower Muskingum River by such Deed of Conservation Easement and have concluded that the Friends of the Lower Muskingum River understand such duties, have inspected the Protected Property of such Deed of Conservation Easement, and have lawfully determined by action of the Friends of the Lower Muskingum River pursuant to its instruments of governance to accept such Deed of Conservation Easement and its duties of enforcement by the Friends of the Lower Muskingum River.

**THEREFORE,** The Friends of the Lower Muskingum River, by accepting this Deed of Conservation Easement, for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions contained in the Deed of Conservation Easement by Grantor, Eleanor A. Marcum, and assumes the rights and responsibilities therein provided for and incumbent upon them, all in furtherance of the conservation purposes of which said Easement is delivered.

Executed on this 18<sup>th</sup> day of October, 2007.

The Acceptance of this Deed of Conservation Easement is made by MARILYN ORT and Daniel Stewart on behalf of The Friends of the Lower Muskingum River by vote of authorization of the Friends of the Lower Muskingum River on Oct 17th, 2007.

ACCEPTED BY:

Marilyn Ort  
Daniel Stewart

STATE OF OHIO, COUNTY OF Washington, ss.:

On this 18th day of October, 2007, before me, a Notary Public in and for said County, personally came and acknowledged the signing of the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.



BETSY L. GROSKLOS, Notary Public  
In and For The State of Ohio  
My Commission Expires October 18, 2010

OCT 26 2007  
BY Robert Irvin Baker  
ROBERT IRVIN BAKER

NOTARY PUBLIC

