

Map
Estm Plumbing
5600 E. Walnut St.
Westerville, OH 43081

**EASEMENT AGREEMENT, MODIFICATION OF
GRANT OF EASEMENTS AND RELEASE OF EASEMENTS**

THIS AGREEMENT is made this 21st day of August, 2000, by, between and among Cleveland Museum of Natural History (the "Museum"), an Ohio non-profit corporation, Long Point, LLC ("Long Point"), an Ohio limited liability company, Thomas H. Jones, II, ("Thomas"), and Brooks M. Jones, Jr. ("Brooks"), (said Thomas and Brooks being collectively referred to herein as "Jones"), and Hancock-Wood Electric Cooperative, Inc., successor in interest to Lake Erie Electric Cooperative Inc., an Ohio corporation (the "Cooperative").

WHEREAS, the Museum owns certain property on Long Point, north of Monagan Road (all of such property being collectively referred to herein as the "Museum Property"), some of the Museum Property being more fully identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Jones is the owner of certain 5.6403 acre tract (the "Jones Tract") more fully shown on Exhibit A; and

WHEREAS, Long Point has obtained preliminary plat approval from the Village of Kelley's Island for Long Point subdivision (the "Subdivision") consisting of eight (8) lots as shown on Exhibit A; and

WHEREAS, Long Point is the owner of Lots One (1) through Seven (7) of the Subdivision; and

WHEREAS, Thomas is the record owner of Lot Eight (8) of the Subdivision ("Lot 8"); and

WHEREAS, Thomas and Brooks each respectively own property north of the Subdivision (the "Thomas Parcel" and the "Brooks Parcel", respectively); and

WHEREAS, during the preliminary platting process of the Subdivision, numerous questions and issues have arisen with respect to the relative rights of the parties hereto as to access from Monagan Road to the respective properties referred to herein, and the location of such access; and

WHEREAS, Thomas and Brooks previously entered into a certain Grant of Easements (the "Grant") on November 12, 1998, which Grant is recorded in Official Record Volume 432, Page 228, Recorder's Office, Erie County, Ohio, and which Grant is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Grant refers to a certain Utility Strip and a certain Access Strip; and

FBS DE [Signature] MI
PRKB SC

MICROFILMED/
SCANNED

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Tish Fraley 40P
RECORDING FEE: 166.00
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WHEREAS, the Cooperative holds right of way easements, including, but not limited to that easement recorded in Deed Volume 244, page 349, Recorder's Office, Erie County, Ohio, and acknowledges its consent to a relocation of its current electric facilities as proposed.

WHEREAS, notwithstanding anything to the contrary in the Grant, the parties hereto do now desire, by these presents, (i) to relocate the Access Strip and designate the sole access to all of the property referred to hereinabove in lieu of any other rights of access which may be claimed by any of the parties, and (ii) to relocate and designate the Utility Strip (as referred to in the Grant); and (iii) to release any and all other claims or rights of easement for access, utilities, or for any other purpose, with respect to all of the property referred to hereinabove, excepting that the Cooperative, which only consents to a relocation of its electrical lines as indicated at the expense of those parties seeking relocation, does not release any of its rights currently held under right of way easements.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- 1 The parties hereby grant to one another upon the terms set forth herein, the perpetual, non-exclusive right and easement for pedestrian and vehicular ingress and egress along, over, and upon a strip of land thirty (30) feet in width as shown on Exhibit A, it being the intention of the parties that the Access Strip referred to in the Grant shall be relocated to be situated as shown on Exhibit A.
2. The parties agree that the Utility Strip referred to in the Grant shall all be relocated to be adjacent to the Access Strip. Relocation of the Cooperative facilities shall be by, or under the direction of, the Cooperative, and at the expense of the parties seeking relocation.
3. The parties agree that Long Point shall construct the Roadway (as defined in the Grant) at the sole expense of Long Point in accordance with such specification as may be approved by the Village of Kelley's Island, such Roadway extending from the intersection point thereof with Monagan Road, and extending in a generally northerly direction (as shown on Exhibit A) to the south property line of the Thomas Parcel.
4. (a) The parties agree that so long as the Museum Property remains undeveloped and devoted to its current purpose, the Museum shall not contribute to the cost of general and routine maintenance of the Roadway, but that such general and routine maintenance shall be shared among the owners of the Jones Tract, Thomas Parcel, Brooks Parcel, Lot 8 and the other lots in the Subdivision in the following percentages:

Jones Tract	16%
Thomas Parcel	16%
Brooks Parcel	16%
Lot 1	6.5%
Lot 2	6.5%
Lot 3	6.5%
Lot 4	6.5%
Lot 5	6.5%
Lot 6	6.5%
Lot 7	6.5%
Lot 8	6.5%

To the extent that any of the foregoing land may be further subdivided, the percentage of costs allocable to such shall remain unmodified, and the owners of any portion of such land shall be liable with any other owner of a portion of such Tract for such owner's proportionate share, based on the acreage of the respective portions.

5 Thomas, Brooks and Long Point agree to consult with one another with respect to any repair, maintenance or replacement, as well as the cost thereof, which may be perceived to be necessary by one of the parties. Any such repair, maintenance or replacement shall be administered by Long Point. In the event of a dispute among the parties, any of the parties may seek a declaratory judgment in the Court of Common Pleas of Erie County, Ohio.

6. Release of All Other Easements, Except Cooperative Easements.

As set forth hereinabove, certain of the parties hereto claim to have various easements for access through, over and upon (i) the existing farm road as shown on Exhibit A; and (ii) East Shore Drive and West Shore Drive as shown on the Plat recorded in Plat Book 11, Page 6, Recorder's Office, Erie County, Ohio; and (iii) the easements extending in a generally east-west direction from (x) East Shore Drive on the east to West Shore Drive on the West, and (y) from Lake Erie on the east to East Shore Drive on the west as said easements may be of record, and specifically, of record in Deed Book 455, page 891 and in Deed Book 499, page 3, Recorder's Office, Erie County, Ohio; and, (iv) the access easements and the utility easements referred to in Sections 1 and 2 of the Grant.

(b) Each of the parties, except the Cooperative, hereby declares that, except for the access and utility easements referred to in Sections 1 and 2 of the Grant, and which are being relocated as provided

herein, any and all rights pursuant to the easements referred to in Paragraph 6(a) hereinabove shall have no further force and effect, and each party does, by execution hereof, terminate and release any and all rights to such easements, it being the intent hereof that all right, title and interest in and to said easements shall merge and become an undivided part of the title owned by the owners of the respective properties affected hereby. Further, it is the intent hereof that the Access Strip and the Utility Strip shall be deemed hereby to be relocated to be adjacent to the Roadway.

7. Miscellaneous.

- (a)** Except as otherwise specifically modified hereby, the Grant shall otherwise remain unmodified and in full force and effect, including, without limitation, the easements for access and utilities over the Thomas Parcel and in favor of the Brooks Parcel. All capitalized terms used herein, unless otherwise defined, shall have the same meanings as set forth in the Grant.
- (b)** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
- (c)** This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

Each party hereto agrees not to interfere with the use or enjoyment by another party of the rights hereby granted.

Each party shall indemnify and hold harmless each of the other parties hereto of and from all claims of any nature whatsoever for damage to property or injury to any person or persons as a result of the use of the Roadway by such indemnifying party, or the agents, employees, licensees or invitees thereof.

- (f)** Notwithstanding anything to the contrary set forth hereinabove, any excessive wear of the Roadway, or damage caused thereto by any party hereto, or any agents, employees, licensees or invitees thereof, shall be the responsibility of such party.
- (g)** Each party shall be responsible for obtaining its or his own liability insurance relative to the use and/or ownership of the Roadway.

Signed and acknowledged
in the Presence of:

CLEVELAND MUSEUM OF NATURAL
HISTORY, an Ohio non-profit Corporation

John M. Palmer

By: Bryan Falk

Saxon J. Menn

Its: Director

Joseph R. Dale

LONG POINT, LLC, an Ohio limited liability
company

Scott R. Leisinger
SCOTT R. LEISINGER

Kevin H. Knight

Kevin H. Knight, Manager

Bryan H. Falk

Bryan H. Falk

Judith A. Zlate-Goedecke

Judith A. Zlate-Goedecke

Bryan H. Falk

Bryan H. Falk

Judith A. Zlate-Goedecke

Judith A. Zlate-Goedecke

Thomas H. Jones II

By Osborne Mills, Jr. Attorney-in-
Fact
Thomas H. Jones, II by Osborne Mills, Jr. Attorney-in-
Fact

Brooks M. Jones, Jr.

Brooks M. Jones, Jr.

Bryan H. Falk

Bryan H. Falk

Judith A. Zlate-Goedecke

Judith A. Zlate-Goedecke

Milica N. Jones

Milica N. Jones (wife of Brooks Jones,
for purposes of releasing dower only.)

HAWCOCK-WOOD Electric Cooperative Inc., Successor in interest
to
Lake Erie Electric Cooperative Inc.

By: David L. Corbin

Its: CHAIR OF BOARD OF H-W-E

Robert B. Hollister

ROBERT B. HOLLISTER

Linda R. Petersen

LINDA R. PETERSEN

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STATE OF OHIO

:SS

COUNTY OF CUYAHOGA

The foregoing Easement Agreement, Modification of Grant of Easements and Release of Easements was acknowledged before me this 12 day of July, 2000, by Bruce M. Latimer the Director of Cleveland Museum of Natural History, an Ohio non-profit corporation, on behalf thereof.

Elizabeth S. Hallaran
NOTARY PUBLIC

ELIZABETH S. HALLARAN, Notary Public
State of Ohio
My Commission Expires April 8, 2005

STATE OF OHIO

:SS.

FRANKLIN COUNTY

The foregoing Easement Agreement, Modification of Grant of Easements and Release of Easements was acknowledged before me this 27 day of July, 2000, by Kevin E. Knight, Manager of Long Point, LLC, an Ohio limited liability corporation, on behalf thereof.

Scott R. Leininger
NOTARY PUBLIC

Scott R. Leininger
Notary Public-State of Ohio
My Commission Expires Dec. 14, 2009

STATE OF OHIO

:SS.

ERIE COUNTY

The foregoing Easement Agreement, Modification of Grant of Easements and Release of Easements was acknowledged before me this 26th day of June, 2000, by Thomas H. Jones, II.

Bryan H. Falk
NOTARY PUBLIC

BRYAN H. FALK - ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

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STATE OF OHIO

:SS.

ERIE COUNTY

:

The foregoing Easement Agreement, Modification of Grant of Easements and Release of Easements was acknowledged before me this 20th day of June, 2000, by Brooks M. Jones, Jr. and Milica N. Jones, husband and wife.

Bryan H. Falk
NOTARY PUBLIC



STATE OF OHIO

:SS

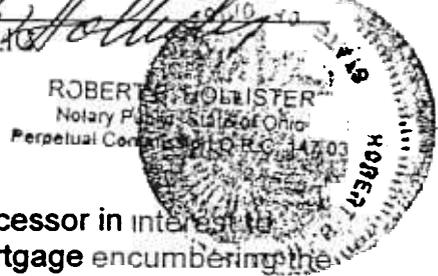
ERIE COUNTY -

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The foregoing Easement Agreement, Modification of Grant of Easements and Release of Easements was acknowledged before me this 21st day of August, 2000, by David L. Corbin, the chairman of the Board of Lake Erie Electric Cooperative Inc. on behalf thereof.

Hancock Wood Electric Cooperative, Successor
in interest to.

Robert J. Holister
NOTARY PUBLIC



CONSENT OF MORTGAGEE

The undersigned Squire, Sanders & Dempsey L.L.P., successor in interest to Berick, Pearlman & Mills Co., LPA with respect to a certain mortgage encumbering the Thomas Parcel as referred to in the Easement Agreement hereinabove, does hereby consent to the terms of said Easement Agreement, Modification of Grant of Easements and Release of Easements and agrees to be bound thereby.

SQUIRE, & DEMPSEY L.L.P.

By:

Osborne Mills, Jr.
Partner

Its

Judith A. Zlate-Goedecke
Judith A. Zlate-Goedecke

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STATE OF OHIO :
 :SS
COUNTY OF CUYAHOGA

The foregoing Consent of Mortgagee was acknowledged before me this 26th day of June, 2000, by Osborne Mills Jr., the partner of Squire, Sanders & Dempsey L.L.P., on behalf thereof.

BH Falk
NOTARY PUBLIC


The undersigned Brooks M. Jones, Jr., with respect to a certain mortgage encumbering the Thomas Parcel as referred to in the Easement Agreement hereinabove, does hereby consent to the terms of said Easement Agreement, Modification of Grant of Easements and Release of Easements and agrees to be bound thereby.

BH Falk
Bryan H. Falk
J. Zlate Goedecke
Judith A. Zlate-Goedecke

Brooks M. Jones, Jr.
Brooks M. Jones, Jr.

STATE OF OHIO :
 :SS
COUNTY OF ERIE

The foregoing Consent of Mortgagee was acknowledged before me this 26th day of June, 2000, by _____ the _____ of Brooks M. Jones, on behalf thereof.

BH Falk
NOTARY PUBLIC


This instrument prepared by
Rick A. Lavinsky
Attorney At Law
Dinsmore & Shohl LLP
175 South Third Street
Columbus, Ohio 43215

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