

DEVELOPERS' TITLE

ATHENA BOX

NO. ACCOM

14

**GRANT OF CONSERVATION EASEMENT**

This Grant of Conservation Easement ("Conservation Easement") is made this 16<sup>th</sup> day of JUNE, 2006 by and between **LIFESTYLE NEIGHBORHOODS COMPANY**, an Ohio corporation, its successors and assigns, having an address at 10474 Broadview Road, Broadview Heights, OH 44147, (the "Grantor"), and **OHIO STREAM PRESERVATION, INC.**, an Ohio not-for-profit conservation organization, its successors and assigns, (the "Grantee"), having an address at P.O. Box 23835, Chagrin Falls, Ohio 44023-0835.

**WHEREAS**, Grantor is the owner in fee simple of certain real property by instrument recorded as Instrument No. 55373876, Summit County records, situated in the Village of Richfield, County of Summit, State of Ohio, consisting of approximately 46 acres ("Property") as depicted on Exhibit A (Final Development Plat), attached hereto and made a part hereof, and Exhibit B (Natural Resources Plan), prepared by the Grantee and recorded separately by the Grantor; and

**WHEREAS**, in order to protect the quality of the surface waters located within the Property, the Grantor grant a Conservation Easement in and to a portion of the Property, which areas are identified on Exhibit A as Protected Property, consisting of 25 acres, to be protected, in perpetuity, by a recorded Grant of Conservation Easement, provided; and

**WHEREAS**, Grantor has proposed to construct a residential community on the Property consisting of 19 sublots, each subplot encumbered with a Stewardship Assessment obligation; and

**WHEREAS**, Grantor, for itself, and its successors and assigns, has declared that the Property is held and hereafter shall be conveyed, subject to the covenants, rights, reservations, limitations and restrictions, set forth in the Declaration of Covenants, Conditions, Easements and Restrictions of Prairie Vista Subdivision, Richfield, Ohio, recorded separately in the Summit County Records (the "Declaration"), and has created Prairie Vista Homeowners Association, ("Association"), an Ohio non-profit corporation to administer and enforce the provisions of the Declaration, and Grantor agrees the Declaration commits the Association to be bound by the terms of this Conservation Easement; and

**WHEREAS**, the Grantor, its successors and assigns, has agreed to provide compensation to the Grantee for services performed related to this Conservation Easement, on behalf of the Grantor, through the collection of a Stewardship Assessment Fee upon the sale or transfer of any subplot or other portion of the Property, in an amount equal to the greater of Eight Hundred Seventy-Five Dollars (\$875) or one-quarter of one percent (0.25%) of the sales price of such property (the "Transfer Fee"), to be paid by the buyer, and the Grantee agrees by accepting this Grant of Conservation Easement to honor the intentions of the Grantor stated herein, to protect the conservation values stated in this Conservation Easement in perpetuity, and to monitor and work to remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement; and

**WHEREAS**, Section 5301.69 of the Ohio Revised Code authorizes Grantee to acquire and hold conservation easements for the purposes set forth herein.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Grant of Easement:** Grantor does hereby grant and convey to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the respective portions of the Protected Property (as described in Exhibit A) to which such Grantor holds title, of

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the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Protected Property, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Protected Property by the Grantor, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantor covenants, on behalf of itself, its heirs, successors and assigns, with the Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Protected Property, the various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from such acts, and each thereof, is and will be for the benefit of Grantee.

- 2. **Term of Easement:** The easement granted hereunder shall be perpetual and shall have no expiration date. Article 10 describes the process for termination of said easement.
- 3. **Conservation Values:** The Protected Property possesses substantial value in conserving and protecting the physical, biological and chemical integrity of the Chagrin River and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U. S. C. §1313 and §6111.041 of the Ohio Water Pollution Control Act.

A "Baseline Documentation Report" will be prepared by Grantee and recorded by the Grantor as Exhibit C, and, upon recordation by the parties of such amendment hereto, which Exhibit C will be incorporated by reference herein, may consist of any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Protected Property at the time of the grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. By signing and recording the Baseline Documentation Report as Exhibit C hereto, the parties will acknowledge that the Baseline Documentation Report is an accurate representation of the Protected Property at the time of recording such Exhibit C.

- 4. **Prohibited Actions:** Any activity on or use of the Protected Property inconsistent with the purposes of this Conservation Easement or detrimental to the conservation values expressed herein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:
  - a. **Division:** Any division or subdivision of the Protected Property beyond that shown on Exhibit A, unless expressly permitted in writing by the Grantee, however the Grantor shall be permitted to consolidate individual parcels comprising the Preserve at the time of this grant into a fewer number of parcels without the permission of the Grantee;
  - b. **Commercial Activities:** Commercial development, commercial recreational use, or industrial activity;
  - c. **Construction:** Except as otherwise permitted herein, the placement or construction of any man-made modifications including but not limited to buildings, structures, fences, mobile homes, advertising, billboards, camping accommodations, roads and parking lots.

Grantor shall be permitted to complete the installation, maintenance, repair and replacement of utilities to be located within the portion of the Protected Property as

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shown on Exhibit A, which improvements shall be limited to those utilities specific to the project including storm and sanitary systems, electric, natural gas, telephone and cable, and all appurtenances thereto ("Utility Work") within the designated utility easements. Where the Protected Property are affected by the Utility Work, as provided in this section, Grantor shall restore all such affected portions of the Protected Property to their condition immediately prior to such work.

d. **Destruction or Introduction of Vegetation and Animals:** The removal or destruction of native growth in the Protected Property, including without limitation the use of fertilizers, the spraying of herbicides, pesticides or biocides, the introduction of nonnative wild animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation, except as approved in writing by the Grantee, and limited to the following purposes:

- (1) The control or prevention of imminent hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation; and,
- (2) The removal of those portions of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation that physically block streams, Ponds, Utility Work; and,
- (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying;
- (4) Hunting or trapping as necessary to keep the animal population within numbers consistent with the ecological balance of the area; and,
- (5) The installation, maintenance, repair and replacement of Utility Work and Pond structures; and

e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Protected Property, or doing any act that would alter the topography of the Protected Property, except for the activities permitted under Article 4(c), that caused by the forces of nature, and as approved in writing by the Grantee, and limited to the following purposes:

- (1) Mounding within the Protected Property, as identified on the Natural Resources Plan, may be maintained periodically provided that the mound is not expanded or reduced in total area, and only as approved in writing by the Grantee;
- (2) Drainage swales within the Protected Property, as identified on the Natural Resources Plan, may be maintained periodically provided that the swales are not expanded or reduced in total area, and only as approved in writing by the Grantee;

f. **Dumping:** The dumping or accumulation of any substance of any kind, nature, and description including but not limited to grass clippings or other yard debris, soil, trash, ashes, garbage, waste, or other unsightly or offensive material or any placement of underground storage tanks, on or in the Protected Property (see Article 5(e)(8));

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g. **Water Courses:** Alteration of the natural water courses, streams, wetlands, marshes, or other water bodies, and their adjacent riparian buffer areas, and any use or activity detrimental to water purity on the Protected Property, except for those activities permitted under Article 4(c) and as approved in writing by the Grantee;

(1) Drainage swales within the Protected Property, as identified on the Natural Resources Plan, may be maintained periodically provided that the swales are not expanded or reduced in total area, and only as approved in writing by the Grantee;

h. **Motorized Vehicles:** The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Protected Property, except as necessary to exercise the rights granted in Article 4(c), (d), and (e), as approved in writing by the Grantee;

i. **Signage:** Advertising or signage of any kind or nature to be located on or in the Protected Property except for signs marking the boundaries as part of the Protected Property in favor of the Grantee, and except as necessary to fulfill the obligations herewith ), as approved in writing by the Grantee;

j. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, or ecological integrity of the Protected Property.

5. **Grantor's Rights and Responsibilities:** Grantor reserves to itself, and its heirs, successors and assigns, all rights accruing from their ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a. **Right to Convey:** The Grantor retains the right to sell, mortgage, bequeath, donate, or otherwise convey their respective portions of the Protected Property. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions hereof;

b. **Right to Access:** Subject to the terms of this Conservation Easement with respect to prohibited uses and permitted uses, the Grantor shall retain the right of unimpeded access to their respective portions of the Protected Property. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Protected Property or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.

c. **Actions Against Grantee:** In the event of a breach of this Conservation Easement, the Grantor may bring action against the Grantee for failing to fulfil its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice, as set forth herein to the Grantee, advising Grantee of the breach of duty and demanding that Grantee abide by the provisions of this Conservation Easement;

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- d. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantee continues in its breach of duties, or if the Grantee does not take substantial corrective measures within the Notice period, or if Grantee should fail to continue diligently to provide said duties, the Grantor may bring an action in law or in equity to enforce the terms of this Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to the Grantor include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Protected Property, and/or an order compelling restoration of the Protected Property;
- e. **Requirements for the Protected Property:** The following minimum conditions shall apply to the Protected Property:
  - (1) Grantor shall be responsible for installation of permanent physical boundary pins and temporary surveyor stakes indicating the boundary of the Protected Property at each property line and other significant boundary line adjustments; and
  - (2) Grantor shall be responsible for ensuring that contractors and/or workers involved in activities permitted by Article 4(c) and (e) within the Grantor's property have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is at the project site throughout the period the work is underway; and
  - (3) Grantor shall be responsible for ensuring that construction debris resulting from any and all work within the Grantor's property shall be prevented from entering the waterway, stream or buffer area, and shall be removed immediately should any such debris be present in said areas; and
  - (4) Grantor shall be responsible for ensuring that the mechanical equipment used to execute any and all work within the Grantor's property shall be operated in such a way as to minimize turbidity (i.e., stirring up sediment into the water) that could degrade water quality and adversely affect aquatic plant and animal life; and
  - (5) Grantor shall be responsible for ensuring that Best Management Practices ("BMP's"), including silt controls, be installed downstream from all construction areas adjacent to or abutting the Protected Property and shall remain in place during all excavation and restoration operations including landscaping. Said controls shall not be removed until stabilization of the project site is satisfactorily complete; and
  - (6) Grantor, when carrying out the repair, maintenance, or replacement of the Utility Work, as permitted by Section 4(c) and (e) herein, shall be responsible for ensuring that, during such repair, maintenance, or replacement activities within the Grantor's property (including mowing and fertilization), all installed landscaping, including landscaping of the Utility Work shall be no closer to a wetland, waterway or stream than may be restricted by any designated buffer surrounding such wetland, waterway or stream, or no closer than the Protected

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Property boundary, or as a reasonable closer distance may be approved in writing by the Grantee, whichever distance is further; and

- (7) Until the dedication and acceptance of the utilities by government authorities, or utility companies having jurisdiction, Grantor shall be responsible for the repair, replacement, liability and maintenance of all Utility Work within the Grantor's portion of the Protected Property, to the reasonable satisfaction of the Grantee. Should Grantor fail to maintain the Utility Work to Grantee's reasonable satisfaction, Grantee may undertake all necessary work and assess the costs against the Grantor; and,
  - (8) All trash or nonconforming material that is dumped or placed on the Protected Property shall be immediately removed or cause to be removed by the Grantor. In the event that the nonconforming material is placed by an adjacent landowner or party unknown to the Grantor, the Grantee and Grantor shall work collectively to locate and notify the offender and cause the material to be removed immediately by the offender. If the offender is not identified or is uncooperative, the Grantor shall be responsible for removal of the nonconforming material within the portion of the Protected Property owned by such Grantor.
6. **Rights of Grantee:** Grantor shall confer the following rights upon the Grantee to perpetually maintain the conservation values of the Protected Property:
- a. **Right to Enter:** The Grantee has the right to enter the Protected Property at reasonable times to monitor or to enforce compliance with this Conservation Easement. The Grantor may use the Protected Property without interference provided that the Grantor restricts its use to those uses permitted under this Conservation Easement. The Grantee has no right to permit others to enter the Protected Property. The general public is not granted access to the Protected Property under this Conservation Easement;
  - b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Protected Property that is inconsistent with the terms or purposes of this Conservation Easement;
  - c. **Right to Require Restoration:** The Grantee shall have the right to require the restoration of the areas or features of the Protected Property that are damaged by any action prohibited by this Conservation Easement;
  - d. **Right to Placement of Signs:** The Grantee shall have the right to place signs on the Protected Property which identify the Grantee and which identifies the land as being protected by this Conservation Easement;
7. **Grantee's Remedies:** In the event of a breach of this Conservation Easement, the Grantee shall have the following remedies (which remedies may only be exercised by the Grantee against the Grantor and shall be subject to the following limitations:
- a. **Actions Against Grantor:** In the event of a breach of this Conservation Easement, the Grantee may bring action against the Grantor for failing to fulfil its obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein, to the Grantor, advising Grantor of the breach of

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duty by Grantor, and demanding that the Grantor abide by the provisions of this Conservation Easement;

- b. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), Grantor continues in its breach of duties, or if Grantor does not take substantial corrective measures within the Notice period, or if Grantor should fail to continue diligently fulfill said duties, the Grantee may bring an action in law or in equity against Grantor to enforce the terms of the Conservation Easement and recover any damages from Grantor for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance from the Grantor, and obtaining from the Grantor declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Protected Property, and/or an order compelling restoration of the Protected Property;
- c. **Emergency Action:** If the Grantee determines that the use permitted by this Conservation Easement is, or is expected to be violated so to cause significant or irreparable damage to the physical, biological and/or chemical integrity of the water course, the Grantee will provide written notice to the Grantor. If, through reasonable efforts, the Grantor cannot be notified, or if the Grantee determines, in its sole reasonable discretion, that the circumstances justify prompt action to mitigate or prevent injury to the Protected Property, then the Grantee may pursue its lawful remedies without awaiting the Grantor's opportunity to cure, however the Grantor shall not be liable for any costs arising from Grantee's failure to provide advance notice as set forth in Section 7(b) above;
- d. **Injunctive Relief for Actual or Threatened Non-Compliance:** Grantor acknowledges that actual or threatened events of non-compliance under this Conservation Easement constitute immediate and irreparable harm. Grantor acknowledges that Grantee's remedies at law against the Grantor for any violation of the terms hereof are inadequate and Grantee is entitled to obtain injunctive relief against the Grantor, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled to receive from such against the Grantor, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies;
- e. **Cumulative Remedies:** The preceding remedies of the Grantee are cumulative. Any or all of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Conservation Easement. Grantee may not, however, receive more than one remedy (including without limitation, damages and injunctive relief) for the same injury or violation, nor may Grantee receive any remedy from the Grantor not in breach of the terms of this Conservation Easement;
- f. **Delay in Enforcement:** Notwithstanding the foregoing, any delay in enforcement shall not (by itself) be construed as a waiver of the Grantee's rights to enforce the terms of this Conservation Easement.

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8. **Ownership Costs and Liabilities:** In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or property insurance of any kind related to ownership of the Protected Property. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Protected Property or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims. Notwithstanding the foregoing, Article 8 does not apply to losses caused by the negligence, actions or inaction of Grantee, its trustees, officers, employees, agents and/or members.

9. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement may, by written assignment to be recorded in the records of Geauga County, become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Grantor and Geauga County Planning Commission.

10. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition, which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain:

a. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property, pursuant to such proceedings, subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided in (b) below with respect to the division of condemnation proceeds. The Grantee shall use any such proceeds in a manner consistent with the purposes of this Conservation Easement;

b. **Eminent Domain:** If the Protected Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Protected Property at the effective date of this Conservation Easement.

11. **Recordation:** The Grantor or its heirs, successors and assigns shall record this instrument in a timely fashion in the official record of [County] County, Ohio and shall re-record it at any time as may be required to preserve the Grantee's rights in this Conservation Easement.

12. **Payment of Transfer Fee:** Grantor shall require that all future buyers of all or any portion of the Protected Property pay to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, the Transfer Fee. The Transfer Fee shall become due and payable upon transfer of fee title to any portion of the Property, collected by the representative closing agent or title company at the time of closing or paid directly from the buyer to Grantee. In the event the Transfer Fee is not paid within thirty (30) days after transfer of title, Grantee shall have the right to file a lien against the applicable portion of the Property to secure payment of the Transfer Fee, together with (a) interest on the unpaid amount of the Transfer Fee at an annual rate equal to ten percent (10%) per



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annum and (b) Grantee's costs of collection, including reasonable attorney fees and costs. Such lien may be enforced and/or foreclosed in accordance with the laws of the State of Ohio.

13. **Indemnification:** Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Protected Property insured against claims for personal injury, death and property damage.

14. **Representations and Warranties:** Grantor hereby represents and warrants to Grantee as follows:

(i) **Authority.** Grantor has the full right and authority and has obtained any and all consents required to enter into this Conservation Easement. This Conservation Easement has been authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Grantor, enforceable in accordance with its terms.

(ii) **Conflicts and Pending Actions or Proceedings.** There is no agreement to which Grantor is a party or, to Grantor's knowledge, binding on Grantor that would invalidate, take priority over or conflict with this Conservation Easement. There is no action or proceeding pending or, to Grantor's knowledge, threatened against Grantor or relating to the Property or any subplot, including, without limitation, any condemnation proceedings, which challenges or impairs Grantor's ability to execute or perform its obligations under this Conservation Easement.

(iii) **Environmental.** As of the date hereof, there is no violation of Environmental Laws related to the Property or the presence or release of Hazardous Materials on or from the Property. Except for materials used in the ordinary course of Grantor's business at the Property and in accordance with Environmental Laws for which no reporting requirements or permits apply, Grantor has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials and Grantor has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials. The term "Environmental Laws" shall mean any and all federal, state, regional and local laws, regulations, ordinances and other requirements relating to pollution or protection of the environment and human health and safety, including specifically, but without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Superfund Amendments and Reauthorization Act of 1986, as amended; the Resource Conservation and Recovery Act, as amended; the Toxic Substances Control Act, as amended; the Clean Air Act, as amended; the Clean Water Act, as amended; together with all regulations promulgated thereunder; and further including, without limitation, all laws, regulations and requirements relating to the ownership, possession and control of the Protected Property. The term "Hazardous Materials" means any hazardous, toxic or dangerous waste, substance, or material defined or regulated as such under any Environmental Laws, including without limitation petroleum products, asbestos-containing materials, lead-based paint and radon gas.

Grantor hereby indemnifies and agrees to defend and hold harmless Grantee, its officers and directors from and against any and all claims, costs or expenses incurred by reason of

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the breach of its representations, warranties, or covenants set forth herein.

- 15. **Assignment:** This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer, provided that such transfer is approved by Grantor, which approval will not be unreasonably withheld or delayed. Such assignment shall be evidenced by a written assignment of this Conservation Easement recorded by Grantee or its assignee in the records of [County] County, Ohio. As a condition of such transfer, the Grantee and Grantor shall require that the conservation purposes that this grant is intended to advance, continue to be carried out by the assignee.
- 16. **Liberal Construction and Section Headings:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Protected Property. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.
- 17. **Notices:** For purposes of this Conservation Easement, notices may be provided to any party as required hereunder, by personal delivery or by mailing a written notice to that party by first class mail, postage prepaid. Delivery will be complete upon depositing the properly addressed notice with the U. S. Postal Service.  
  

The notice shall be served to Grantor at:  
Lifestyle Neighborhoods Company  
10474 Broadview Road  
Broadview Heights, Ohio, 44147

The notice shall be served to the Grantee at:  
Ohio Stream Preservation, Inc.  
P.O. Box 23835  
Chagrin Falls, Ohio 44023
- 18. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
- 19. **Subsequent Transfers:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Protected Property and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of any portion of the Protected Property shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor shall incorporate the terms of this Conservation Easement, by reference, in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Successor Grantors further agree to provide written notice to the Grantee of the transfer of any such interest in any portion of the Protected Property prior to the effective date of such transfer.
- 20. **Termination of Rights and Obligations:** A party's future rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the

Protected Property. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.

- 21. **Applicable Law:** This agreement shall be governed by, and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflicts of laws rules.
- 22. **Entire Agreement:** This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.
- 23. **Obligations of and Rights Against Grantor Remain Several:** Grantor joins in this single Grant of Conservation Easement as a matter of convenience only, given the similarity of the obligations, duties and rights of the Grantor, however the duties, obligations and responsibilities of Grantor hereunder relate solely to the portion of the Protected Property owned by such Grantor, and the rights of Grantee for any breach by Grantor hereunder, or violation hereof occurring within the Protected Property, shall be exercised against the Grantor, and no Grantor hereunder shall be responsible for any breach of this Conservation Easement or violations occurring on any portion of the Protected Property not owned by Grantor, unless such violation arises by the action of said Grantor, its officers, members, employees, or agents.

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John A. Bonafrio, Summit Fiscal Officer

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR

LIFESTYLE NEIGHBORHOODS  
COMPANY  
an Ohio corporation

By: [Signature]  
SAMPETROS Pres.  
Print Name and Title

Date: 8/4/06

STATE OF OHIO )  
) ss.  
COUNTY OF Cuyahoga )

BEFORE ME, a Notary Public, in and for said County, personally appeared Sam Petros, officer of Lifestyle Neighborhoods Company, an Ohio Corporation, who said he is duly authorized in these presents, and that he acknowledges his signature to be his free act and deed, individually, and as such officer, and the free act and deed of said partnership and corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Broadview Hts. Ohio, this 4th day of August, 2006.

[Signature]  
Notary Public  
DARCY M. MacGREGOR  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
Exp. Commission Expires 6-27-2010

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**GRANTEE**

**OHIO STREAM PRESERVATION, INC.**

By: *Jeffrey S. Markley*  
Jeffrey S. Markley, Executive Director

By: *Jeffrey J. Filarski*  
Jeffrey J. Filarski, Secretary

Date: JUNE 16, 2006

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF CUYAHOGA        )

**BEFORE ME**, a Notary Public, in and for said County, personally appeared **JEFFREY S. MARKLEY**, Executive Director, Ohio Stream Preservation, Inc., and **JEFFREY J. FILARSKI**, Secretary, Ohio Stream Preservation, Inc. who said they are duly authorized in these presents, and that they acknowledge their signatures to be his free act and deed, individually, and as such Executive Director and Secretary, and the free act and deed of said corporation.

**IN TESTIMONY WHEREOF**, I have set my hand and official seal at Oakwood, Ohio, this 16<sup>TH</sup> day of JUNE, 2006.



*Judith A. Cence*  
Notary Public  
**Judith A. Cence**  
My Commission Expires ~~August~~ 2009  
Expiration Date

 **55375640**  
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16/10/2006 09:30A  
EA 124.00  
John A Densfrie, Summit Fiscal Officer

This Grant of Conservation Easement was prepared by Ohio Stream Preservation, Inc. [DATE] 2006

EXHIBIT "A"

SITUATED IN THE Village of Richfield, County of Summit and State of Ohio and know as being Open Space with the Prairie Vista Subdivision of part of Original Richfield Township Lot No. 4, Tract 3, as shown by the recorded plat in 55374690 of Summit County Records as appears by said plat, be the same more or less, but subject to legal highways.

Description approved by Tax Maps  
Approval good for 30 days from

TNN d/w 10-10-06



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10/10/2006 09:30A  
EA 124.00

John A Donofrio, Summit Fiscal Officer

10/10/06

TRANSFER NOT NECESSARY  
John A. Donofrio, Fiscal Officer

21507

TRANSFER NOT NECESSARY  
SEC. 319.202 REV. CODE COMPLIED WITH

Exempt

Consideration

JOHN A DONOFRIO  
Fiscal Officer

By

CML

Deputy Fiscal Officer

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