

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made this 23rd day of January 2007 by and between RIVER ESTATES, LTD., an Ohio limited liability company, its successors and assigns having an address at 36097 Westminister Rd., North Ridgeville, Ohio 44039, (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. _____, Lorain County records, situated in the Village of Grafton, County of Lorain, State of Ohio, consisting of approximately 81 acres ("Property") as depicted on Exhibit A (Plan of River Estates Subdivision) and partially described on Exhibit D (Legal Description of Other Property) 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, Grantor has proposed to construct a residential community on the Property consisting of 11 sublots, each encumbered with a Stewardship Assessment ("Transfer Fee") obligation; 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 ("Protected Property"), which areas are identified on Exhibit A and Exhibit D, consisting of 58 acres, to be protected, in perpetuity, by a recorded Grant of Conservation Easement, provided; 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, AND RESTRICTIONS OF RIVER ESTATES, Village of Grafton, Ohio, recorded separately in the Lorain County Records (the "Declaration"), and has created RIVER ESTATES 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 Transfer Fee of any interest in the Property, paid by the Seller (see Declaration of Restrictions) 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 and Exhibit D) to which such Grantor holds title, of 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

This easement has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$ 0 JP
EXEMPT \$ 326.07

Lorain County, Ohio
Judith H Nedwick County Recorder
File 2007-0195866

Doc ID: 010215720038 Type: OFF
Kind: EASEMENT/RIGHT OF WAY
Recorded: 03/26/2007 at 02:20:47 PM
Fee Amt: \$316.00 Para 1 of 38

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 Black 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 and Exhibit D, 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. Existing structures, ponds and lakes within the Protected Property shall be maintained in good repair and utilized in accordance with the Deed of Declaration of Restrictions and this Article. Structures other than those specifically identified are explicitly prohibited.

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 shown on Exhibit A and Exhibit D, 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.

Original lot owners, that is, owners who have purchased their lots and are the first to build a structure on the lots, shall be permitted to install stairs and/or ramps on their lot for access to the Black River provided that said steps and/or ramp shall use only natural materials and any vegetation removed in the course of said installation shall be replaced by natural, native plant material suitable for riparian use, as identified in the appendix hereto and as approved in writing by the Grantee.

- 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, 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
- 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:
- 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));
- 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;
- 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 for golf carts or light all-terrain vehicles to be used only

on existing pathways solely to provide mobility on the owner's lot and common areas and not for any recreational or competitive purposes and 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. In addition, Grantor reserves the right to sell *seven and one-half (7.5) acres of wetland, 5,857 linear feet of stream credits and 1,200 linear feet of stream restoration credits* on property encumbered by this easement. In no way does this Conservation Easement prevent the one-time sale of these credits but, upon their sale, said area shall be permanently encumbered by this Conservation Easement.
 - 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, as set forth in Section 5(d) herein, for failing to fulfill its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice to the Grantee advising the Grantee of the breach of duty by the Grantee and demanding that the Grantee abide by the provisions of this Conservation Easement;
 - 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 owners, 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 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 prohibited by 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, as set forth in Section 7(b) herein, for failing to fulfill its obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice to the Grantor advising the Grantor of the breach of duty by the 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.
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 Lorain 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 Grantee.
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 Lorain 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. **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 Lorain 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.
13. **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.
14. **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:
RIVER ESTATES, LTD.
36097 Westminister Road
North Ridgeville, Ohio 44039
- The notice shall be served to the Grantee at its current address, currently:
Ohio Stream Preservation, Inc.
P.O. Box 23835
Chagrin Falls, Ohio 44023
15. **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.

16. **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.*
17. **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.*
18. **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.*
19. **Entire Agreement:** *This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.*
20. **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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IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR

RIVER ESTATES, LTD.
An Ohio Limited Liability Company

By: Joseph R. Scaletta
Joseph R. SCALETTA
Print Name and Title

Date: February 5, 2007

STATE OF OHIO)
) ss.
COUNTY OF Lorain)

BEFORE ME, a Notary Public, in and for said County, personally appeared Joseph R. Scaletta, officer of RIVER ESTATES, LTD., 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 North Ridgeville Ohio, this 5th day of February, 2007.

Abigail Sear
Notary Public
Notary Public, State of Ohio
My Commission Expires 01/24/11

(The rest of this page intentionally left blank.)

GRANTEE

OHIO STREAM PRESERVATION, INC.

By: [Signature]
Jeffrey S. Markley, Executive Director

By: [Signature]
Jeffrey J. Filarski, Secretary

Date: 1/24/07

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 23rd day of JANUARY, 2007.

[Signature]
Notary Public

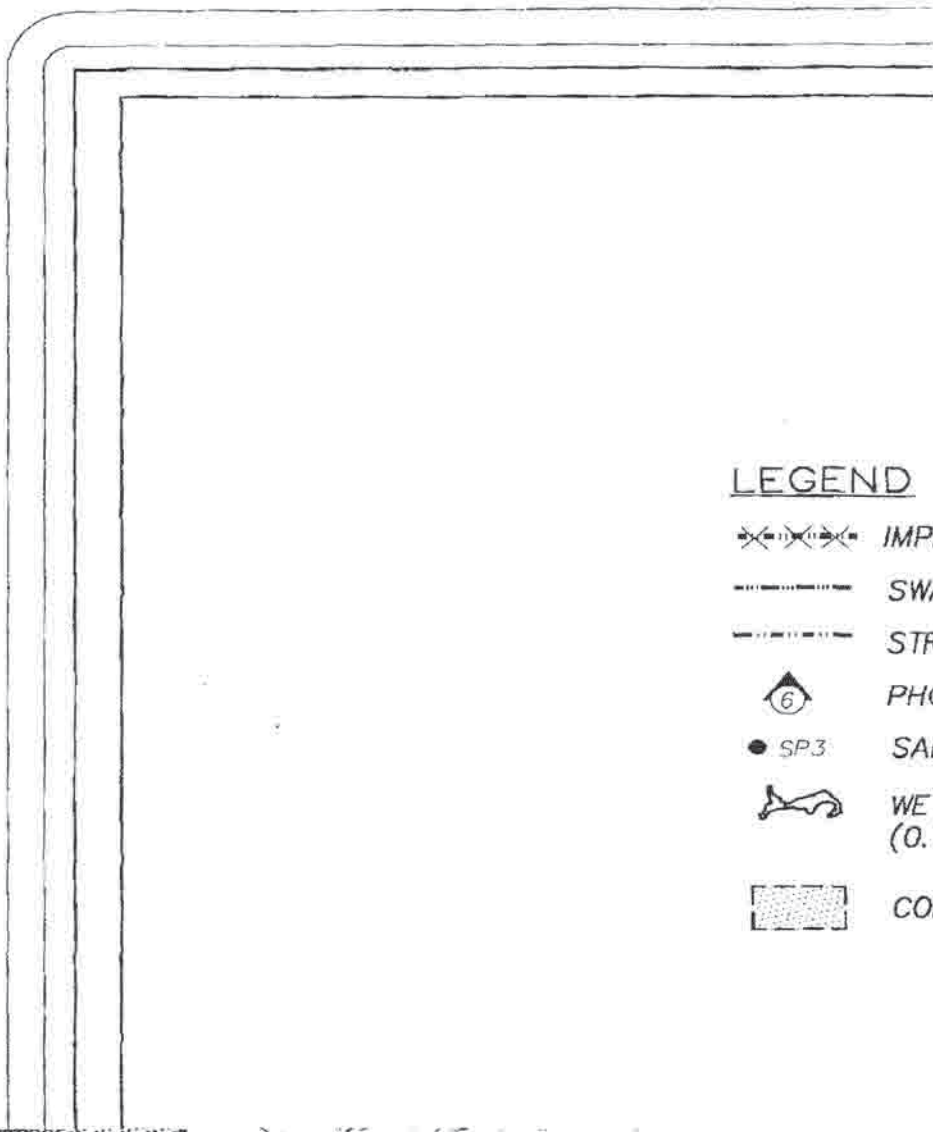


Judith A. Cence
My Commission Expires August, 2009

This Grant of Conservation Easement was prepared by Ohio Stream Preservation, Inc. December 2006

Appendix: Natural, Native Plant Material Suitable for Riparian Use

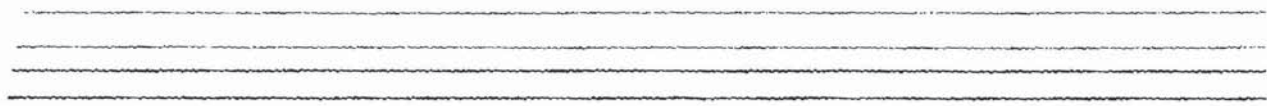
Scientific Name	Common Name	Scientific Name	Common Name
Acer Cretatum	Vine Maple	Acer Glabrum	Low Maple
Baccharis Glutinosa	Seepwillow	Acer Negundo	Boxelder
Baccharis Halimifolia	Eastern Baccharis	Acer Rubrum	Red Maple
Baccharis Piliularis	Coyotebush	Acer Saccharinum	Silver Maple
Baccharis Salicifolia	Water Wally	Alnus Pacifica	Pacific Alder
Baccharis Viminosa	Mulefat Baccharis	Alnus Rubra	Red Alder
Cephalanthus Occidentalis	Buttonbush	Alnus Serrulata	Scarlet Alder
Cornus Amomum	Silky Dogwood	Alnus Viridis SSP Sinuata	Silva Alder
Cornus Drummondii	Rough Leaf Dogwood	Amorpha Canadensis	Common Serviceberry
Cornus Foemina	Soft Dogwood	Amorpha Fruticosa	False Indigo
Cornus Rossii	Gray Dogwood	Arctostaphylos	Red Chokeberry
Cornus Rugosa	Roundleaf Dogwood	Asimina Triloba	PawPaw
Cornus Serotina SSP Sericea	Red Osier Dogwood	Betula Nigra	River Birch
Lonicera Involucrata	Black Twinnberry	Betula Papyrifera	Paper Birch
Physocarpus Opulifolius	Black Ninebark	Betula Pumila	Low Birch
Physocarpus Opulifolius	Common Ninebark	Carpinus Caroliniana	American Hornbeam
Populus Angustifolia	Narrowleaf Cottonwood	Carya Aquatica	Water Hickory
Populus Balsamifera	Balsam Poplar	Carya Cordiformis	Blittemut Hickory
Populus Tremuloides	Eastern Cottonwood	Carya Glabra	Shagbark Hickory
Populus Fremontii	Fremont Cottonwood	Catalpa Bignonioides	Southern Catalpa
Populus Trichocarpa	Black Cottonwood	Celtis occidentalis	Sugarberry
Rosa Gymnocarpa	Baldhip Rose	Celtis Occidentalis	Hackberry
Rosa Nutkana	Nootka Rose	Cercis Canadensis	Redbud
Rosa Palustris	Swamp Rose	Chionanthus Virginicus	Fringetree
Rosa Virginiana	Virginia Rose	Clematis Ligusticifolia	Western Clematis
Rosa Woodsii	Woods Rose	Clethra Alnifolia	Sweet Pepperbush
Rubus Alleghoniensis	Allegheny Blackberry	Cornus Florida	Flowering Dogwood
Rubus Idaeus	Red Raspberry	Cornus Stricta	Swamp Dogwood
Rubus Spicatus	Salmiberry	Crataegus Douglasii	Douglas Hawthorn
Salix X. Cottei	Dwarf Willow	Crataegus Mollis	Downy Hawthorn
Salix Amygdaloides	Peachleaf Willow	Cynara Racemosa	Thistle
Salix Bonplandiana	Pussy Willow	Diospyros Virginiana	Persimmon
Salix Discolor	Pussy Willow	Diospyros Commutata	Scarlet Berry
Salix Drummondiana	Drummond's Willow	Floeristia Acuminata	Swamp Privet
Salix Ericocephala	Erica Willow	Fragaria Caroliniana	Carolina Ash
Salix Exigua	Coyote Willow	Fraxinus Latifolia	Oregon Ash
Salix Gooddingii	Goodding Willow	Fraxinus Pennsylvanica	Green Ash
Salix Hookeriana	Hooker Willow	Gleditsia Triacanthos	Honeylocust
Salix humilis	Fringe Willow	Hibiscus Aculeatus	Hibiscus
Salix Interior	Sandbar Willow	Hibiscus Lavis	Halterb Leaf Marshmallow
Salix Lasiolepis	Arroyo Willow	Hibiscus Moscheutos	Common Rose Mallow
Salix Lemmonii	Lemmon's Willow	Hibiscus Moscheutos SSP Lasiocarpus	Hibiscus
Salix Lucida	Shining Willow	Holodiscus Discolor	Oceanspray
Salix Lucida SSP Lasandra	Pacific Willow	Ilex Corticea	Sweet Galberry
Salix Lutea	Yellow Willow	Ilex Decidua	Poisonberry
Salix Nigra	Black Willow	Ilex Glabra	Bitter Galberry
Salix Pentandra	Laural Willow	Ilex Opaca	American Holly
Salix Purpurea	Purpleleaf Willow	Ilex Verticillata	Winterberry
Salix Roemeriana	Scouler's Willow	Ilex Vomitoria	Black Walnut
Salix Sitchensis	Sitka Willow	Juglans Nigra	Eastern Redcedar
Sambucus Canadensis	American Elder	Juniperus Virginiana	Leucothoe
Sambucus Cerulea SSP Mexicana	Mexican Elder	Leucothoe Axillaris	Spice Bush
Sambucus Racemosa	Red Elderberry	Lindera Benzoin	Sweetgum
Sambucus Racemosa SSP Pubens	Red Elder	Liquidambar Styraciflua	Tulip Poplar
Spiraea Alba	Meadow Sweet Spiraea	Liquidambar Tulipifera	Fetterbush
Spiraea Douglasii	Douglas Spiraea	Lyonia Lucida	Sweetbay
Symphoricarpos Albus	Snowberry	Magnolia Virginiana	Southern Waxmyrtle
Viburnum Dentatum	Arrowwood	Myrica Cerifera	Swamp Tupelo
Viburnum Lantanoides	Hopbush Viburnum	Nyssa Aquatica	Ogechee Lime
Viburnum Lantago	Nannyberry	Nyssa Ogechee	Blackgum
Rhododendron Atlanticum	Coast Azalea	Nyssa Sylvatica	Hophornbeam
Rhododendron Viscosum	Swamp Azalea	Ostrya Virginiana	Redbay
Rhus Copallina	Flametail Sumac	Persea Borealis	Lewis Mockorange
Rhus Glabra	Smooth Sumac	Philadelphus Lewesii	Yellow Ninebark
Robinia Pseudacacia	Black Locust	Physocarpus Opulifolius	Common Ninebark
Sambucus Cerulea	Blue Elderberry	Pinus Taeda	Loblolly Pine
Spiraea Tomerilosa	Hedgeack Spiraea	Planera Aquatica	Water Elm
Syrax Americanus	Japanese	Prunus Occidentalis	Syanberry
Taxodium Distichum	Bald Cypress	Populus Tremuloides	Quaking Aspen
Tsuga Canadensis	Eastern Hemlock	Prunus Angustifolia	Wild Plum
Ulmus Americana	American Elm	Prunus Virginiana	Common Chokecherry
Viburnum Nudum	Swamp Haw	Quercus Alba	White Oak
Viburnum Tricolum	American Cranberrybush	Quercus Bicolor	Swamp White Oak
Ammochloa Brevivaginata	American Beachgrass	Quercus Garyana	Oregon White Oak
Andropogon Canadensis	Big Bluestem	Quercus Laurifolia	Swamp Laurel Oak
Anundo Donax	Giant Reed	Quercus Lyrata	Overcup Oak
Elymus Virginicus	Wildrye	Quercus Macrocarpa	Bur Oak
Eragrostis Trichodes	Sand Lovegrass	Quercus Michauxii	Swamp Chestnut Oak
Eggetuca Rubra	Rigid Egagoue	Quercus Nigra	Water Oak
Hemerthrae Altissima	Limpgrass	Quercus Engoda	Cherrybark Oak
Panicum Amanium	Coastal Panigrass	Quercus Palustris	Pin Oak
Panicum Clandestinum	Deertongue	Quercus Phellos	Willow Oak
Panicum Virgatum	Switchgrass	Quercus Shumardii	Shumard Oak
Paspalum Vaginalum	Seashore Paspalum	Quercus Tenuifolia	Small Chokeberry
Pennisetum Purpureum	Elephant Grass	Cornus Stolonifera	Redosier Dogwood
Poa Pratensis	Kentucky Bluegrass	Harmothlis Vernalis	Virginia Witchhazel
Schizachyrium Scoparium	Little Bluestem	Ilex Virginia	Virginia Sweetpire
Sorghastrum Nutans	Indian Grass	Myrica Canayenica	Northern Bayberry
Spartina Pectinata	Frankie Cordgrass	Potentilla Fruticosa	Bush Cinquefoil
Zizaniopsis Millicoea	Giant Cutgrass		



LEGEND

-  IMP
-  SW
-  STR
-  PHC
-  SAM
-  WE1
(0.7)
-  COM

10
ER



STED STREAM (130 LINEAL FEET)

E

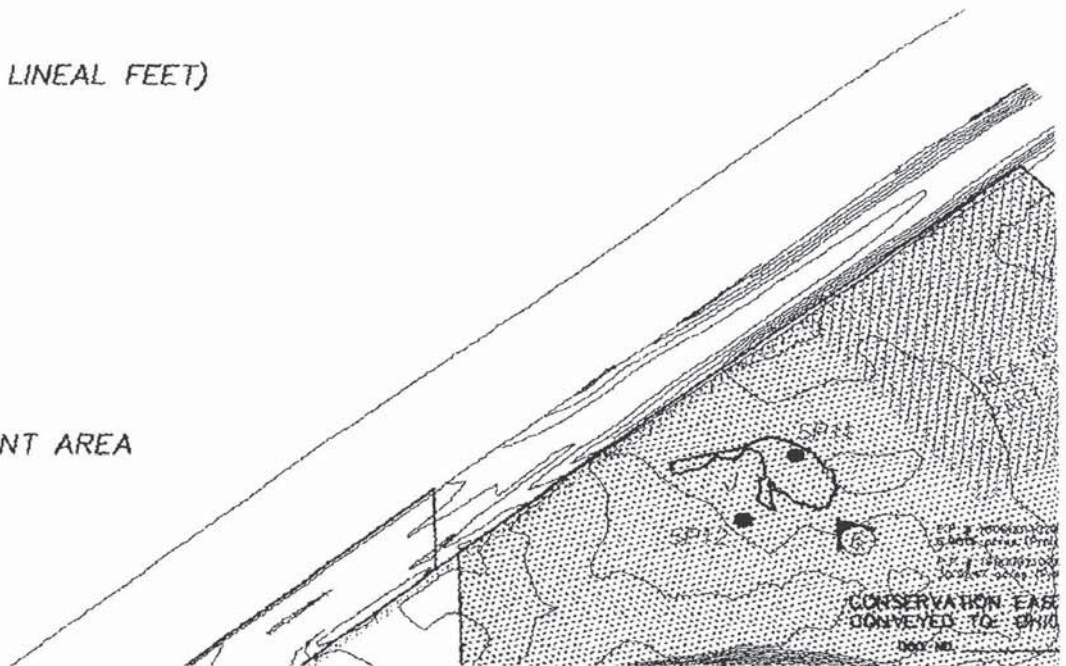
AM

OGRAPH LOCATION

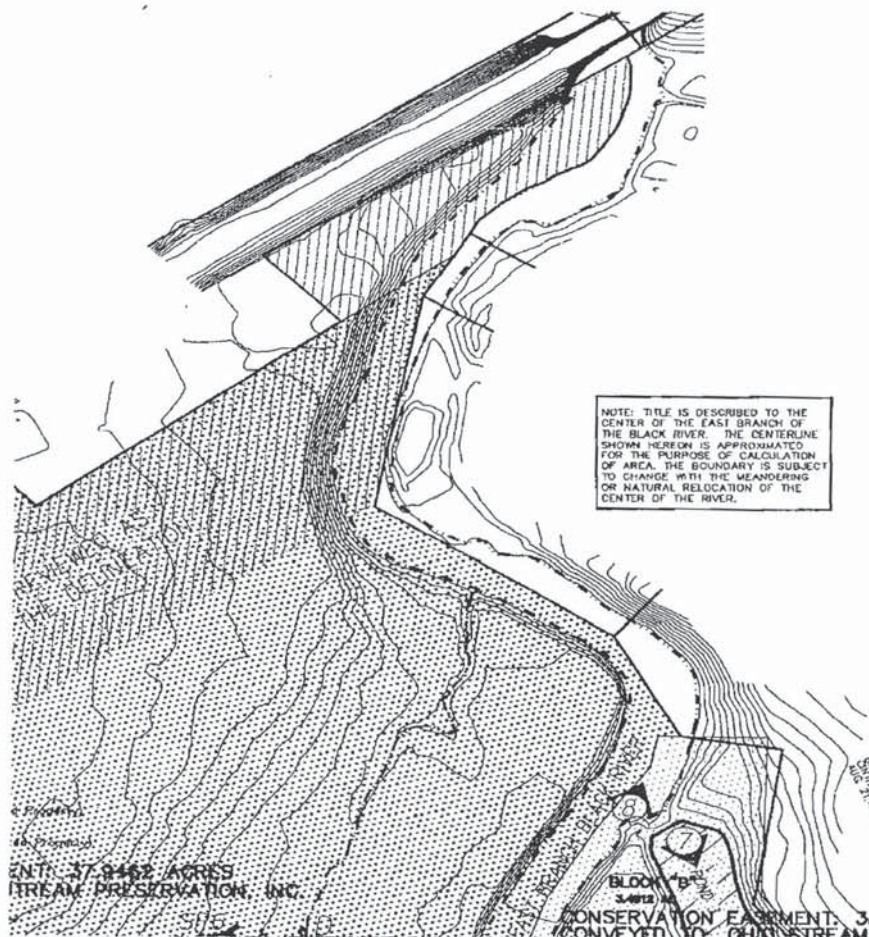
PLE POINT

AND BOUNDARY
1 ACRE - TOTAL)

ERVATION EASEMENT AREA



EC 110



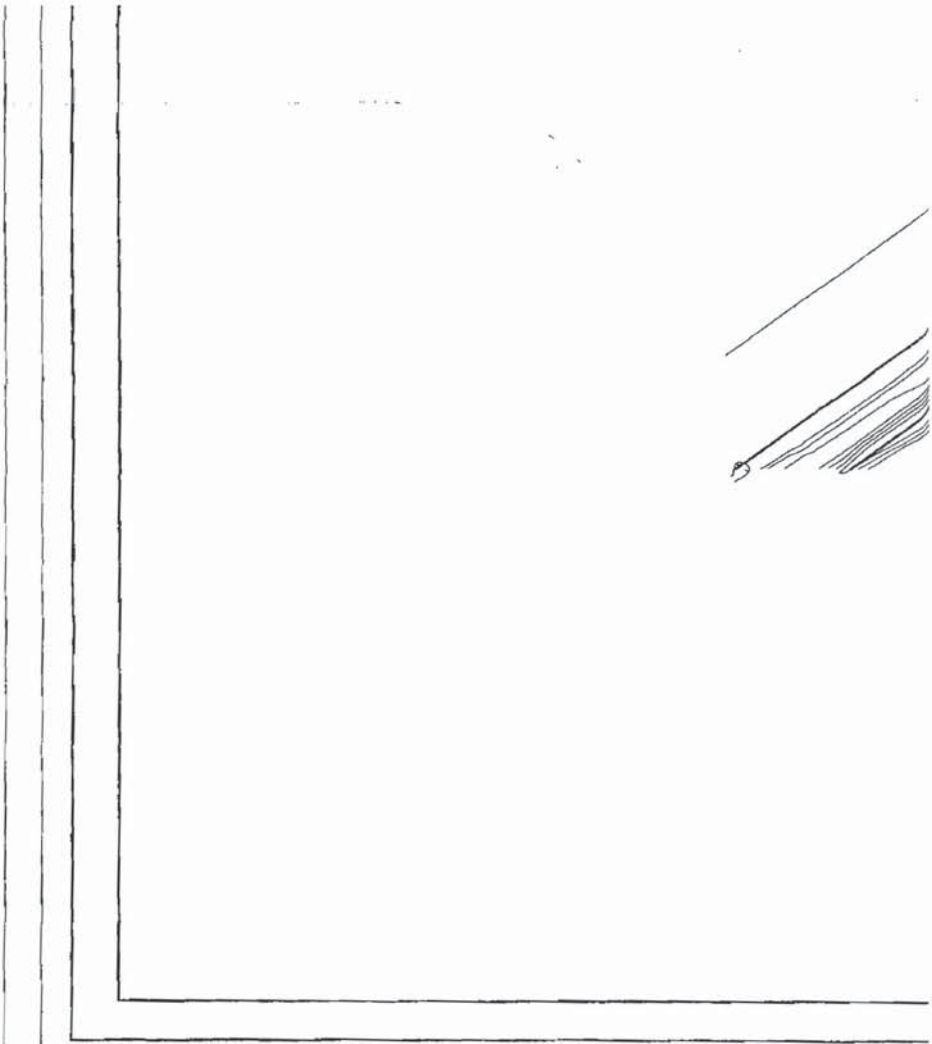
TOTAL POTENTIAL WETLAND
 AREA = 0.78 ACRE

TOTAL POTENTIAL STREAM
 = 6,955 LINEAL FEET

WETLAND A	0.16 ACRE
WETLAND B	0.13 ACRE
WETLAND C	0.01 ACRE
WETLAND D	0.02 ACRE
WETLAND E	0.04 ACRE
WETLAND F	0.01 ACRE
WETLAND G	0.07 ACRE
WETLAND H	0.09 ACRE
WETLAND I	0.01 ACRE
WETLAND J	0.24 ACRE
TOTAL	0.78 ACRE

ESTATES SUBDIVISION

HIO

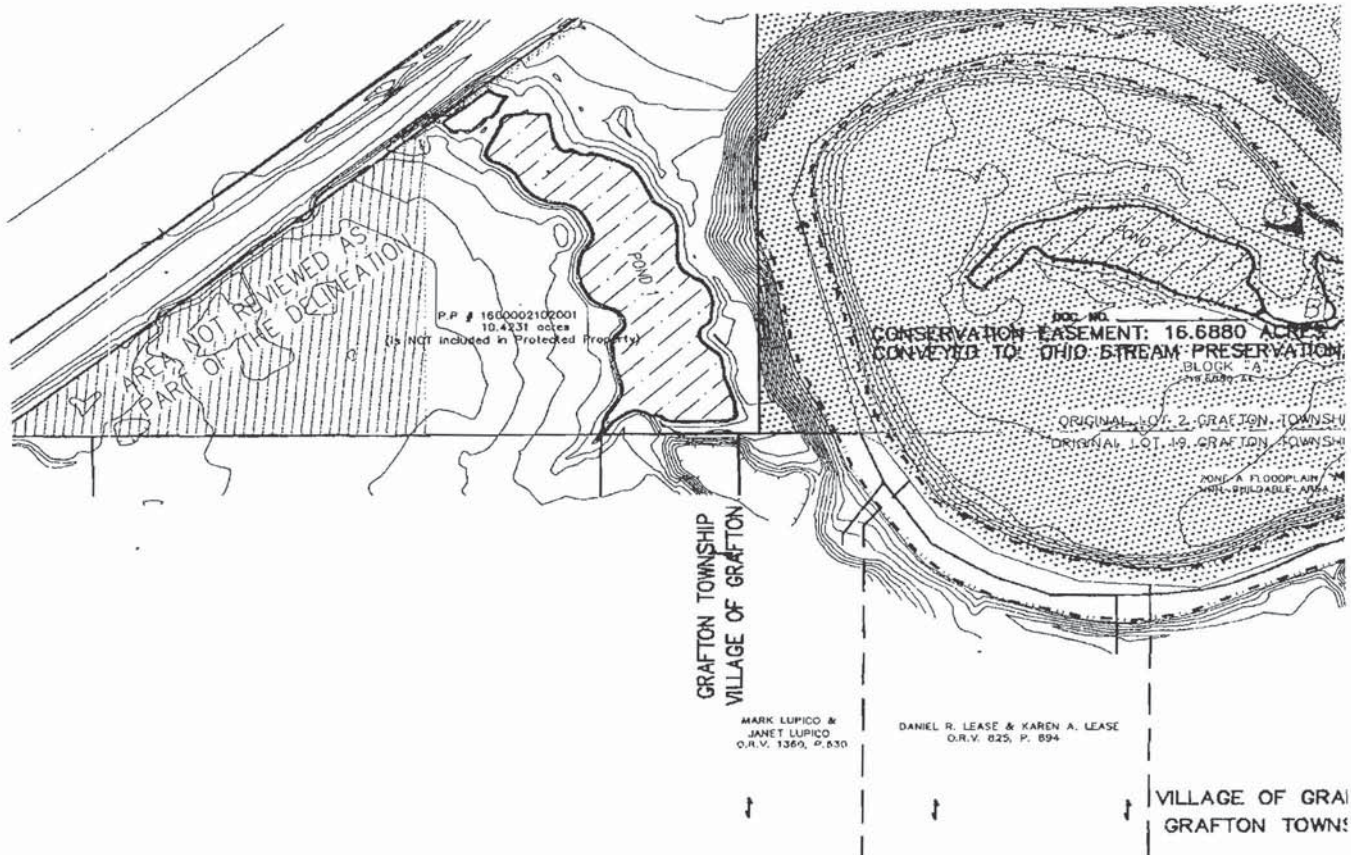


GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

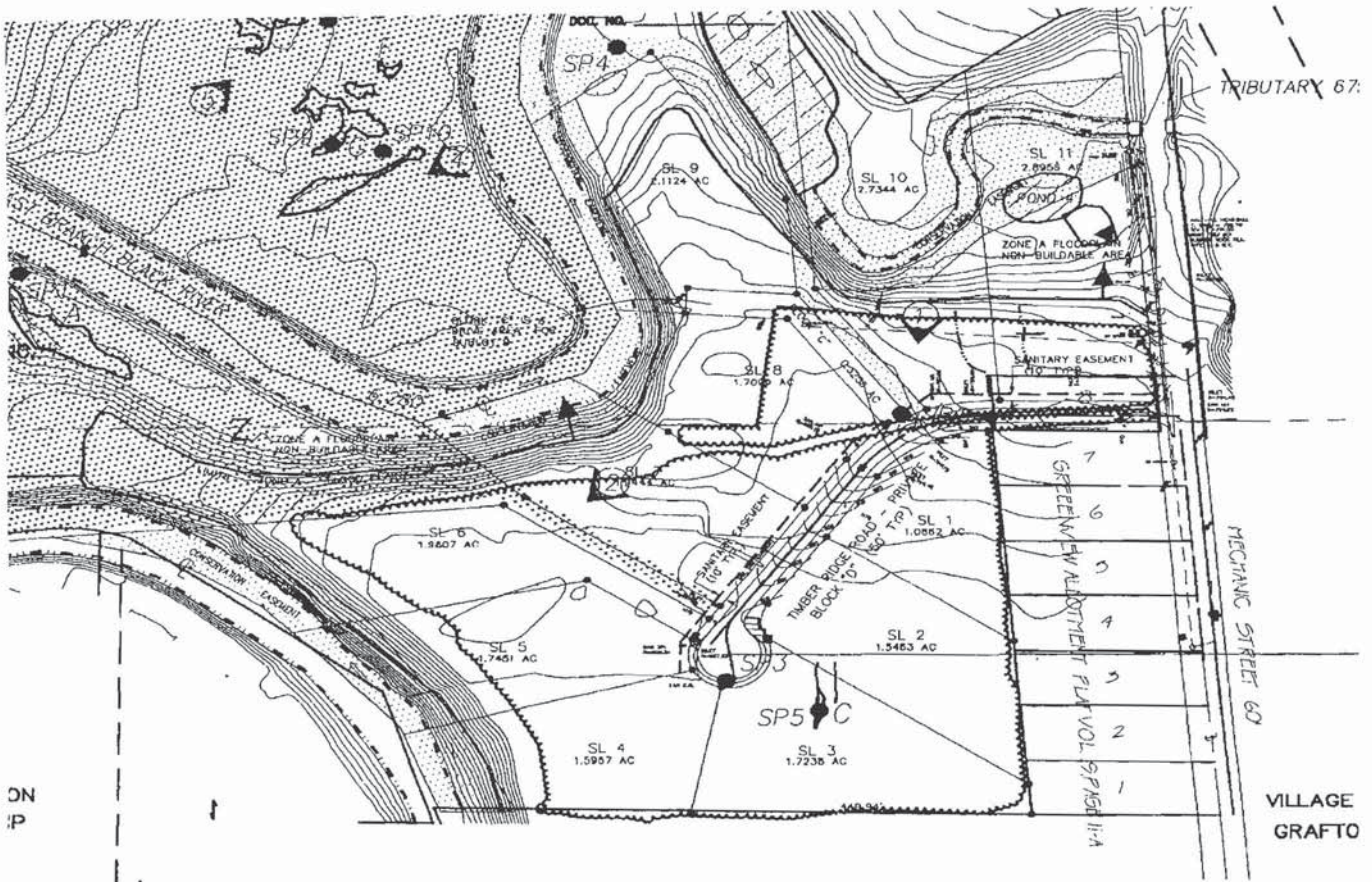




THE WETLAND DELINEATION SHOWN WAS REVIEWED AND A

SURVEY BY
P. A. ROSEBECK & ASSOCIATES
705 WILLOW CREEK DRIVE
AMHERST, OHIO 44001
PHONE / FAX (440) 988-4657

CIVIL ENGINEERING BY
NICKEL ENGINEERING, LLC
613 LANDERWOOD LANE
AVON LAKE, OHIO 44012
PHONE / FAX (440) 930-5746



PROVED BY THE ARMY CORPS OF ENGINEERS 5/11/04

WETLAND DELINEATION BY
 CHAGRIN VALLEY ENGINEERING, LTD.
 22999 FORBES ROAD
 CLEVELAND, OHIO 44146-5667
 PHONE (440) 439-1999

NATURAL RESOURCES PLAN I
 OHIO STREAM PRESERVATION
 P.O. BOX 23835
 CHAGRIN FALLS, OHIO 44024
 PHONE (440) 439-2920

OF GRAFTON
V TOWNSHIP

DATE: JANUARY 19, 2007
REV: FEBRUARY 6, 2007

BY
ON, INC.

23
,

EXHIBIT B

GRAPHIC SCALE: 1" = 200'
Review Final Plat for scaled dimensions

**NATURAL RESOURCES PLAN - RIVER
VILLAGE OF GRAFTON, O**

A RESUBDIVISION AND PART

OWNER'S CERTIFICATE

WE THE UNDERSIGNED OWNERS OF LAND SHOWN ON THIS PLAT AND SUR TO AND ADOPT THIS SUBDIVISION OF THE SAME, ACKNOWLEDGE THAT TH OUR REQUEST AND AUTHORIZE IT'S RECORDING. WE DEDICATE TO PUBLIC HEREON AS "MECHANIC STREET" WITHIN THE BOUNDARIES OF THE SUBDIV CONTAINING 0.5082 ACRES OF LAND.

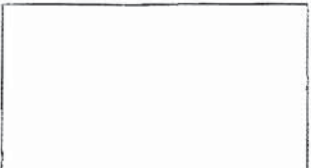
RIVER ESTATES, LTD
35290 DETROIT ROAD
AVON, OHIO 44001

Joseph R. Scaletta
JOSEPH R. SCALETTA, Managing Member

NOTARY PUBLIC

COUNTY OF LORAIN
STATE OF OHIO S.S.

THIS IS TO CERTIFY THAT BEFORE ME, A NOTARY PUBLIC, IN AND FOR S STATE, DID PERSONALLY APPEAR JOSEPH R. SCALETTA, MANAGING MEMB WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING PLAT OF RIVER E AND THAT IT WAS HIS OWN FREE ACT AND DEED PERSONALLY AND AS S SAID CORPORATION, IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY I AND OFFICIAL SEAL THIS 21st DAY OF July 2004.



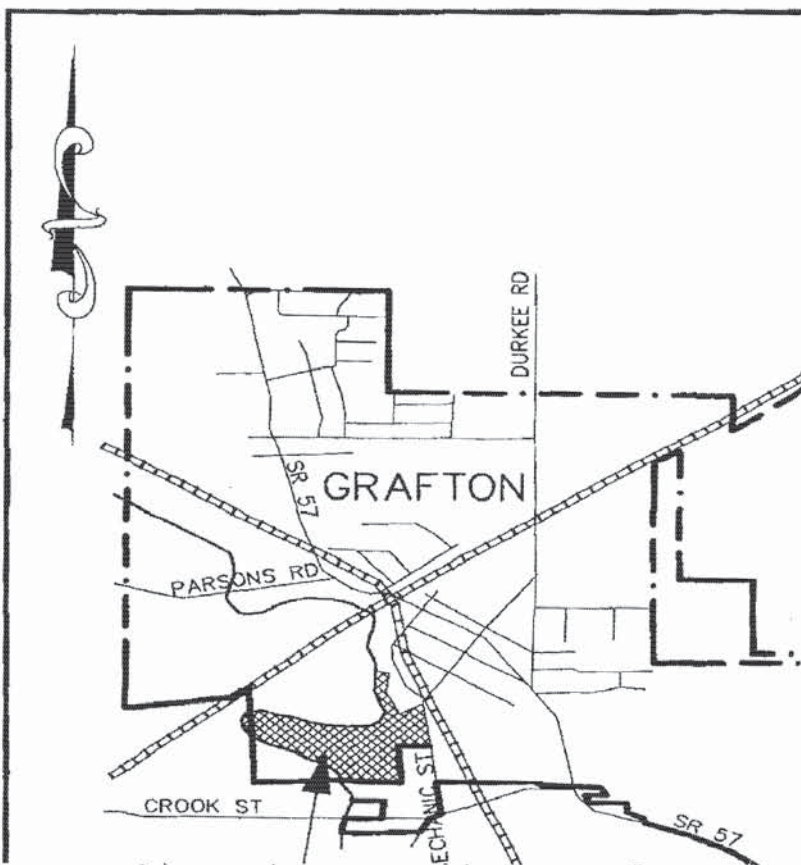
J. D. Wagner
NOTARY PUBLIC

RE-RECORDED TO EVIDENCE CONSERVATION EASEMENT TO OHIO STREAM PRE

PLAT RIVER ESTATES OF SUBLOT 8, GREEN S OF ORIGINAL GRAFTON GRAFTON VILLAGE, LOH

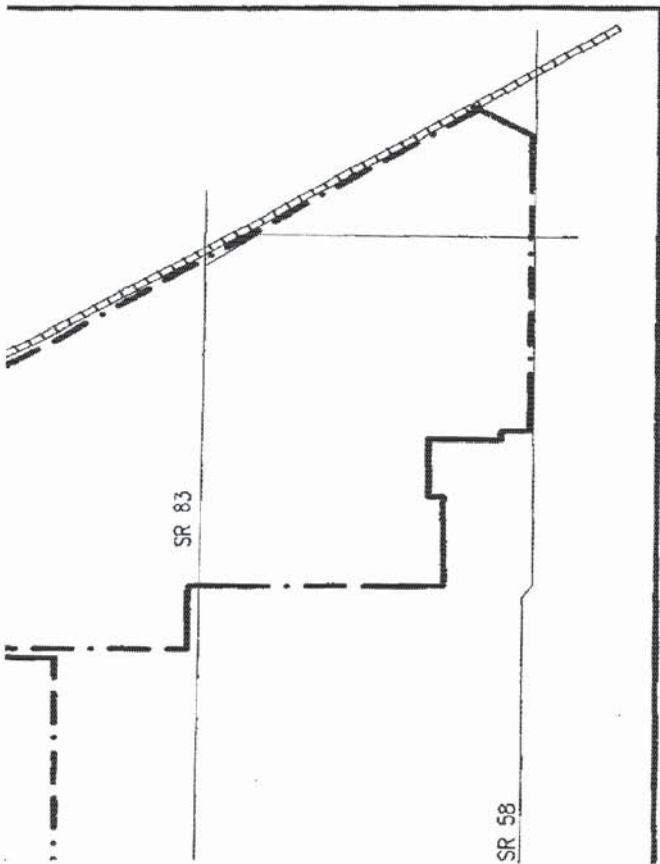
BY DO HEREBY ASSENT
SAME WAS DONE AT
THE SAME TIME AND PLACE
AS THE STREET SHOWN
ON THE PLAN AND

IN LAMAR COUNTY AND
BY RIVER ESTATES, LTD.
THE STATES SUBDIVISION
REGISTERED OFFICER OF
AND



RESERVATION, INC. AND CORRECT INTEREST IN BLOCK 'C'; 10/20/00

OF SUBDIVISION VIEW ALLOTMENT, P.V. ON TOWNSHIP, LOTS 2 RAIN COUNTY, OHIO



VILLAGE ENGINEER

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE SUBDIVISION AND FIND THE SAID SUBDIVISION TO BE IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE VILLAGE OF GRAFTON. THE LOTS SET ARE SUFFICIENT TO DEFINE THE SUBDIVISION.

Jack Jones
VILLAGE OF GRAFTON ENGINEER
JACK JONES, POGGEMEYER DRIVE

VILLAGE COUNCIL

THIS IS TO CERTIFY THAT THE SUBDIVISION HAS BEEN ACCEPTED BY THE COUNCIL BY ORDINANCE NO. 05-01

Tom Smith
President of Council
Tom Smith

LAW DIRECTOR

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE SUBDIVISION AND FIND THE SAME TO BE IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE VILLAGE OF GRAFTON.

George A. Holden
LAW DIRECTOR

33

19, P.11-A, AND 19

I HAVE EXAMINED THIS PLAT OF RIVER ESTATES
SUBDIVISION TO BE PREPARED IN ACCORDANCE WITH THE
CODIFIED ORDINANCES OF THE VILLAGE OF GRAFTON, AND FIND THE MONUMENTS
AND THE STREETS AS SHOWN HEREON.

10
SIGN GROUP, INC.

THIS PLAT OF RIVER ESTATES SUBDIVISION HAS BEEN
APPROVED BY THE BOARD OF ZONING OFFICERS OF THE VILLAGE OF GRAFTON,
LORAIN COUNTY, OHIO, PASSED THE 22ND DAY OF JUNE, 2004.

Linda Bales
CLERK OF COUNCIL
LINDA BALES

I HAVE EXAMINED THIS PLAT OF RIVER ESTATES SUBDIVISION
PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES
OF LORAIN COUNTY, OHIO.

REGISTERED PROFESSIONAL SURVEYOR

ELECTRONIC RECORDS

[]
COVENANTS AND RESTRICTIONS

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR ESTATES SUBDIVISION AS RECORDED IN INSTRUMENT NUMBER _____ OF THE LORAIN COUNTY RECORDS.

UTILITY EASEMENT TO THE VILLAGE OF GRAFTON

RIVER ESTATES LTD, THE OWNER OF THE WITHIN PLATTED LAND, DOES HEREBY GRANT UNTO THE VILLAGE OF GRAFTON, A PERMANENT EASEMENT OVER "TIMBER RIDGE ROAD, PRIVATE 50' ROADWAY, (TYPICAL)" AND THE "10' SANITARY SEWER EASEMENT (TYPICAL)" TO OPERATE, MAINTAIN, REPAIR, RECONSTRUCT SANITARY SEWERS, WATERLINES, AND THEIR APPURTENANCE PUBLIC AND PRIVATE USE, WITHIN AND ACROSS THE EASEMENT PREMISES. EASEMENTS RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREO TO REMOVE TREES, LANDSCAPING, LAWNS, AND PAVEMENT WITHIN SAID EA WHICH MAY INTERFERE WITH THE MAINTENANCE, REPAIR OR OPERATION OF UTILITY SERVICES. GRANTEE SHALL AT THEIR EXPENSE RESTORE LAWN AND THEIR ORIGINAL CONDITION AS THEY EXISTED IMMEDIATELY PRIOR TO ANY WORK PERFORMED BY THE GRANTEES. GRANTEE SHALL NOT BE RESPONSIBLE FOR OR REPAIRING ANY ROADWAY SURFACES, EXCEPT THAT THEY SHALL BE RESPONSIBLE TO THE EXTENT TO ALLOW FOR THE SAFE TRAVERSING OF VEHICLES AND PEDESTRIANS.

RIVER ESTATES, LTD
35290 DETROIT ROAD
AVON, OHIO 44001

BY Joseph R. Scaletta
JOSEPH R. SCALETTA, Managing Member

TRANSFERED
IN COMPLIANCE WITH SEC. 319-202
OHIO REV. CODE
AUG 19 2005
MARK R. STEWART
LORAIN COUNTY AUDITOR
LORAIN COUNTY AUDITOR

REC:
at 2:34
VOL. 9
PAGE 2
17
- 17
LOI

PROJECT SITE

SITE M

(NO SCALE)

RIVER

UTILITY EASEMENT TO UTILITY COMPANIES

RIVER ESTATES, LTD, THE OWNER OF THE WITHIN
OF GRAFTON, VERIZON COMMUNICATIONS, GLW BRO
ASSIGNS (HEREINAFTER REFERRED TO AS THE GRA
(50') IN WIDTH SYMMETRICAL ABOUT THE CENTER
INCREASING TO A FIFTY-FIVE FOOT RADIUS (55')
MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE
CABLES, DUCTS, CONDUITS, SURFACE OR BELOW G
CONCRETE PADS, AND OTHER FACILITIES AS ARE I
DISTRIBUTE AND TRANSMIT ELECTRICITY, NATURAL
PRIVATE USE AT SUCH LOCATIONS AS THE GRANT
EASEMENT PREMISES, SAID EASEMENT RIGHTS SHA
TO REMOVE TREES AND LANDSCAPING INCLUDING I
MAY INTERFERE WITH THE INSTALLATION, MAINTEN
COMMUNICATIONS AND NATURAL GAS FACILITIES. T
MAINTAIN SERVICE LINES OUTSIDE THE ABOVE DES
OF ACCESS, INGRESS AND EGRESS TO AND FROM
EXERCISING ANY OF THE PURPOSES OF THIS EASE
TO UNDERGROUND UTILITY SERVICE. GRANTEE SHAI
TO ITS CONDITION AS IT EXISTED IMMEDIATELY PRI
EXCEPT GRANTEE SHALL NOT BE RESPONSIBLE FOI
STRUCTURES, TREES OR SHRUBS WHICH ARE LOCA
DAMAGED OR REMOVED AS A RESULT OF WORK PI

R,
S FOR
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EMENT
SAID
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WORK
REPLACING
STORED

RIVER ESTATES, LTD
35290 DETROIT ROAD
AVON, OHIO 44001

BY

Joseph R. Scaletta
JOSEPH R. SCALETTA, Managing Member

AUG 19 2005

VED FOR RECORD
lock P. M. In ~~De~~ RECORD
JUDITH M. NEDWICK
Lorain County Recorder
8d Imle, Tim
x - LC 121 Laura
IN COUNTY RECORDER

REVISIONS

REVISIONS	
3	7/12/04 COUNTY MAP DEPT COMMENTS
2	6/2/04 MIS. NOTE EDITS PER OWNER
1	5/18/04 VILLAGE ENG COMMENTS DATED 5/3/04

AP

GRETCHEN A. HOLDERMAN

PLANNING COMMISSION

THIS IS TO CERTIFY THAT TH
BY THE PLANNING COMMISSIC

Shari A. Szczepa
MAYOR & CHAIRMAN
SHERRY SZCZEPA

PLATTED LAND DOES HEREBY GRANT UNTO THE VILLAGE
(DBAND, AND COLUMBIA GAS, THEIR SUCCESSORS AND
ITEES), A PERMANENT EASEMENT, FIFTY FEET
JE OF TIMBER RIDGE ROAD (PRIVATE),
T THE CUL-DE-SAC, TO CONSTRUCT, OPERATE,
JCH UNDERGROUND ELECTRIC AND COMMUNICATIONS
OUND MOUNTED TRANSFORMERS, PEDESTALS,
CESSARY AND CONVENIENT FOR THE GRANTEES TO
IAS AND COMMUNICATIONS SIGNALS FOR PUBLIC AND
E MAY DETERMINE UPON, WITHIN AND ACROSS THE
L INCLUDE THE RIGHT, WITHOUT LIABILITY THEREOF,
AWS WITHIN AND WITHOUT SAID EASEMENT WHICH
NCE, REPAIR OR OPERATION OF SAID ELECTRIC,
E RIGHT TO INSTALL, REPAIR, AUGMENT AND
RIBED EASEMENT PREMISES AND WITH THE RIGHT
NY OF THE WITHIN DESCRIBED PREMISES FOR
IENT GRANT. ALL SUBLOTS WILL BE RESTRICTED
- AT THEIR EXPENSE RESTORE THE LAND
R TO THE WORK PERFORMED BY GRANTEES,
REPLACING OR REPAIRING ANY PERMANENT
ED WITHIN EASEMENT BOUNDARIES AND ARE
RFORMED AS PROVIDED FOR HEREIN BY GRANTEES.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A
PLATTED RIVER ESTATES SUE
OF LAND IN GRAFTON TOWNS
IRON PIN MONUMENTS WERE
MONUMENTS HAVE BEEN SET.
BEARINGS ARE TO AN ASSUM
SURVEY MEETS THE MINIMUM
THE OHIO ADMINISTRATIVE CC
CONSIDERED IN PERFORMING
BEST OF MY PROFESSIONAL I

BY *Phil A. Rosebeck*
PHIL A. ROSEBECK
REGISTERED SURVEYOR N

AREA IN SUBLOTS 1 TRHU 11
AREA IN BLOCKS A, B, C, D.
AREA IN STREETS.....
TOTAL AREA.....
AREA IN O.L. 2.....
AREA IN O.L. 19.....

<p><i>P.A. ROSEBECK & ASSOCIATES</i></p> <p>REGISTERED SURVEYOR</p> <p>705 WILLOW CREEK DRIVE, AMHERST, OHIO 44001</p> <p>PHONE: (440) 988-4657</p>	<p>COURT</p> <p>PA</p>
	<p> </p>

PLAT OF RIVER ESTATES SUBDIVISION HAS BEEN ACCEPTED
OF THE VILLAGE OF GRAFTON, LORAIN COUNTY, OHIO.

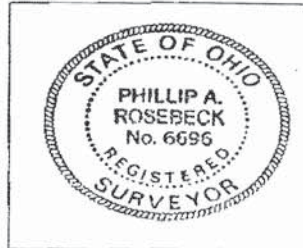
note

SKI

THE REQUEST OF THE OWNER'S, I HAVE SURVEYED AND
DIVISION AS SHOWN HEREON AND CONTAINING 43.1429 ACRES
IP ORIGINAL LOTS 2 AND 19. AT ALL POINT SHOWN THUSLY, ●,
OUND AND AT ALL POINTS SHOWN THUSLY, ○, IRON PIN
DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
D MERIDIAN AND ARE USED TO DESCRIBE ANGLES ONLY. THE
STANDARDS FOR BOUNDARY SURVEYS, IN SECTION 4733-37 OF
E, AND ADJACENT PROPERTY DESCRIPTIONS HAVE BEEN
HIS SURVEY, ALL OF WHICH I BELIEVE TO BE CORRECT TO THE
NOWLEDGE AND BELIEF.

h

DATE 7.21.04



6696

21.0757 ACRES
21.5590 ACRES
.0.5082 ACRES
43.1429 ACRES

25.0887 ACRES
18.0542 ACRES

RIVER ESTATES SUBDIVISION VILLAGE OF GRAFTON TY OF LORAIN, STATE OF OHIO T OF ORIGINAL LOTS 2 & 19	SHEET NO.
	1 / 2
PLAT TITLE SHEET	PROJECT NO.
	03-4D

FLOOD PLAIN LINE TABLE

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
F1	S14°01'11"E	78.93'	F26	S13°23'06"W	45.05'
F2	S25°33'56"E	37.03'	F27	S15°39'52"W	62.30'
F3	S30°24'49"E	43.29'	F28	S00°14'13"E	19.82'
F4	S32°09'27"E	54.51'	F29	S09°15'54"E	32.30'
F5	S46°10'56"E	167.73'	F30	S15°02'30"E	36.14'
F6	S44°04'13"E	70.52'	F31	S22°19'25"E	55.21'
F7	S43°38'44"E	131.73'	F32	S20°31'31"E	107.05'
F8	S42°44'59"E	23.75'	F33	S42°37'43"W	20.77'
F9	S67°41'06"E	98.31'	F34	S26°16'24"W	72.38'
F10	S76°35'10"E	98.03'	F35	S24°24'25"W	51.77'
F11	S25°43'16"E	12.23'	F36	S41°40'03"W	25.47'
F12	S01°52'14"W	71.56'	F37	S89°45'47"W	17.01'
F13	S27°44'51"W	48.23'	F38	N48°37'48"W	15.75'
F14	N75°37'45"W	12.51'	F39	N24°13'10"W	57.94'
F15	N50°48'18"W	51.06'	F40	N29°42'19"W	46.54'
F16	N57°56'56"W	85.96'	F41	N35°27'03"W	124.80'
F17	N72°31'29"W	67.41'	F42	N41°39'37"W	20.43'
F18	N86°48'12"W	84.49'	F43	N38°22'57"W	45.24'
F19	S84°58'39"W	82.87'	F44	N32°58'23"W	35.84'
F20	S85°04'38"W	138.77'	F45	N49°10'54"W	33.83'
F21	S71°44'06"W	85.49'	F46	N77°00'30"W	45.70'
F22	S78°38'05"W	90.75'	F47	S87°16'09"W	143.09'
F23	S58°34'06"W	17.80'	F48	N88°27'08"W	171.85'
F24	S40°05'02"W	34.20'	F49	S53°52'41"E	46.39'
F25	S30°42'16"W	12.59'			

CONSERVAT LINE

L1	S 27°18'2
L2	N 35°53'4
L3	S 49°30'2
L4	S 68°52'2
L5	N 22°05'3
L6	S 24°10'5
L7	S 18°59'0
L8	N 28°31'3
L9	N 05°58'4
L10	N 26°05'4
L11	S 59°03'3
L12	N 81°38'2
L13	S 50°13'1
L14	S 34°37'4
L15	S 07°55'4
L16	S 08°58'5
L17	S 47°19'4
L18	S 85°10'4
L19	S 60°53'0
L20	N 45°36'0
L21	N 81°38'2
L22	N 86°45'0

SANITARY EASEMENT LINE TABLE

LINE	DIRECTION	LENGTH
L1	N0°07'07"E	49.78'
L2	S34°43'30"W	396.43'
L3	S52°33'18"W	128.71'
L4	S89°27'45"E	296.62'

REFERENCES

FRANK BOHAC & ANNA BOHAC
JUNE 10, 1929 DEED VOLUME 246, PAGE 154

NEW YORK CENTRAL LINES LLC
APRIL 7, 2000 20000677885

SHANNON R. HOFFMAN
APRIL 3, 2001 20010741967

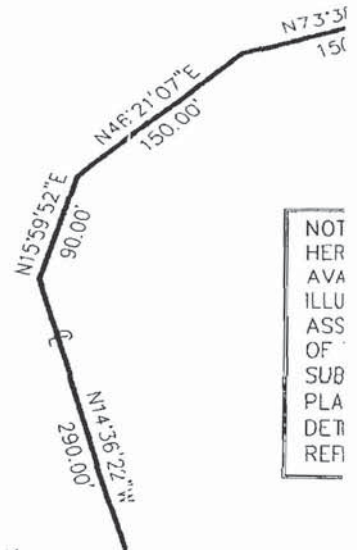
JASON GENDICS & AMY GENDICS
AUGUST 27, 2003 20030944960

ALBERT DUANE SEILER, SR.
NATHA ANN SEILER
FEB. 16, 1990 O.R.V. 262, P. 215

FRED SURDOCK
MICHAEL SURDOCK
JULY 2, 1998 19980547572

GREGG W. MILLER

LAKE RIDGE ACADEMY
DEC. 29, 1999 19990661
PARCEL NO. 2
16-00-002-102-002 43.50 AC



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REF

CONSERVATION EASEMENT TABLE

" E	166.00'
" W	207.81'
" E	242.33'
" W	222.30'
" E	176.42'
" E	224.04'
" E	159.91'
" W	158.56'
" W	103.36'
" W	44.82'
" E	16.98'
" E	13.09'
" W	35.33'
" W	36.58'
" E	47.01'
" W	80.32'
" W	62.48'
" W	205.92'
" W	225.86'
" E	108.93'
" E	76.92'
" W	66.96'

CURVE TABLE

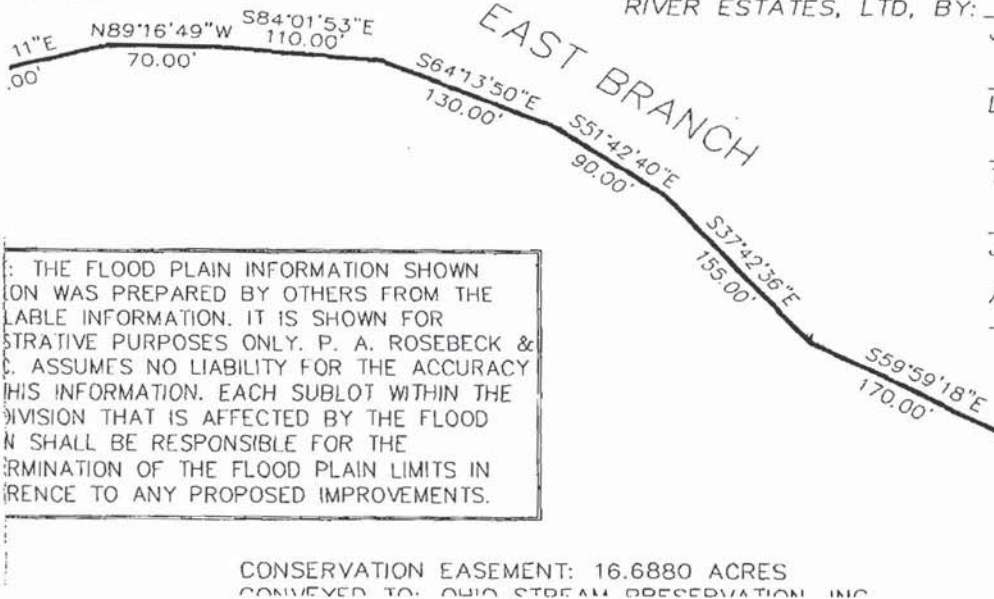
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	200.00'	194.82'	105.92'	187.21'	S62°37'52"W	55°48'45"
C2	175.00'	170.47'	92.68'	163.81'	S62°37'52"W	55°48'45"
C3	225.00'	219.17'	119.16'	210.61'	S62°37'52"W	55°48'45"
C4	55.00'	234.82'	86.96'	92.97'	S87°35'12"E	244°37'23"
C5	50.00'	56.39'	31.62'	53.45'	S02°24'48"W	64°37'23"
C6	55.00'	125.72'	120.58'	100.08'	N35°35'00"E	130°57'46"
C7	55.00'	49.86'	26.79'	48.17'	S52°57'53"E	51°56'28"
C8	55.00'	50.74'	27.33'	48.96'	S00°34'03"E	52°51'12"
C9	55.00'	8.51'	4.26'	8.50'	S30°17'31"W	08°51'57"
C10	225.00'	74.24'	37.46'	73.90'	S44°10'39"W	18°54'17"
C11	225.00'	35.14'	17.61'	35.11'	S58°06'15"W	08°56'57"
C12	225.00'	25.59'	12.81'	25.58'	S65°50'14"W	06°31'01"
C13	225.00'	84.20'	42.60'	83.71'	S79°49'00"W	21°26'30"

CONSERVATION EASEMENT

THE OWNERS OF THE WITHIN PLATTED LAND DO HEREBY GRANT UNTO OHIO ("OSP"), HAVING AN ADDRESS AT THE TIME OF THIS FILING AS P.O. BOX 2, 44023 AND WHOSE PHONE NUMBER IS (440) 439-2920, THEIR SUCCESSOR CONSERVATION EASEMENT, AS SHOWN, TO ACCESS AND MONITOR SAID PROTECTED PROPERTY IS PRESERVED IN ITS NATURAL CONDITION, IN PERPETUITY.

20
RES DEED

RIVER ESTATES, LTD, BY:



Joseph R. Scaletta
JOSEPH R. SCALETTA, MANAGER
Leslie D. Scaletta
LESLIE D. SCALETTA, TRUSTEE
Thomas C. Seear
THOMAS C. SEAR
Jonelle D. Seear
JONELLE D. SEAR
ACCEPTED BY OHIO STREAM PRESERVATION, INC.
DAY OF

THE FLOOD PLAIN INFORMATION SHOWN ON THIS DEED WAS PREPARED BY OTHERS FROM THE AVAILABLE INFORMATION. IT IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. P. A. ROSEBECK & ASSOCIATES, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS INFORMATION. EACH SUBLOT WITHIN THE DIVISION THAT IS AFFECTED BY THE FLOOD PLAIN INFORMATION SHALL BE RESPONSIBLE FOR THE DETERMINATION OF THE FLOOD PLAIN LIMITS IN CONNECTION WITH ANY PROPOSED IMPROVEMENTS.

BY: *Jeffrey S. Miller*
JEFFREY S. MILLER
BY: *Jeffrey S. Miller*
JEFFREY S. MILLER

CONSERVATION EASEMENT: 16.6880 ACRES
CONVEYED TO: OHIO STREAM PRESERVATION, INC.

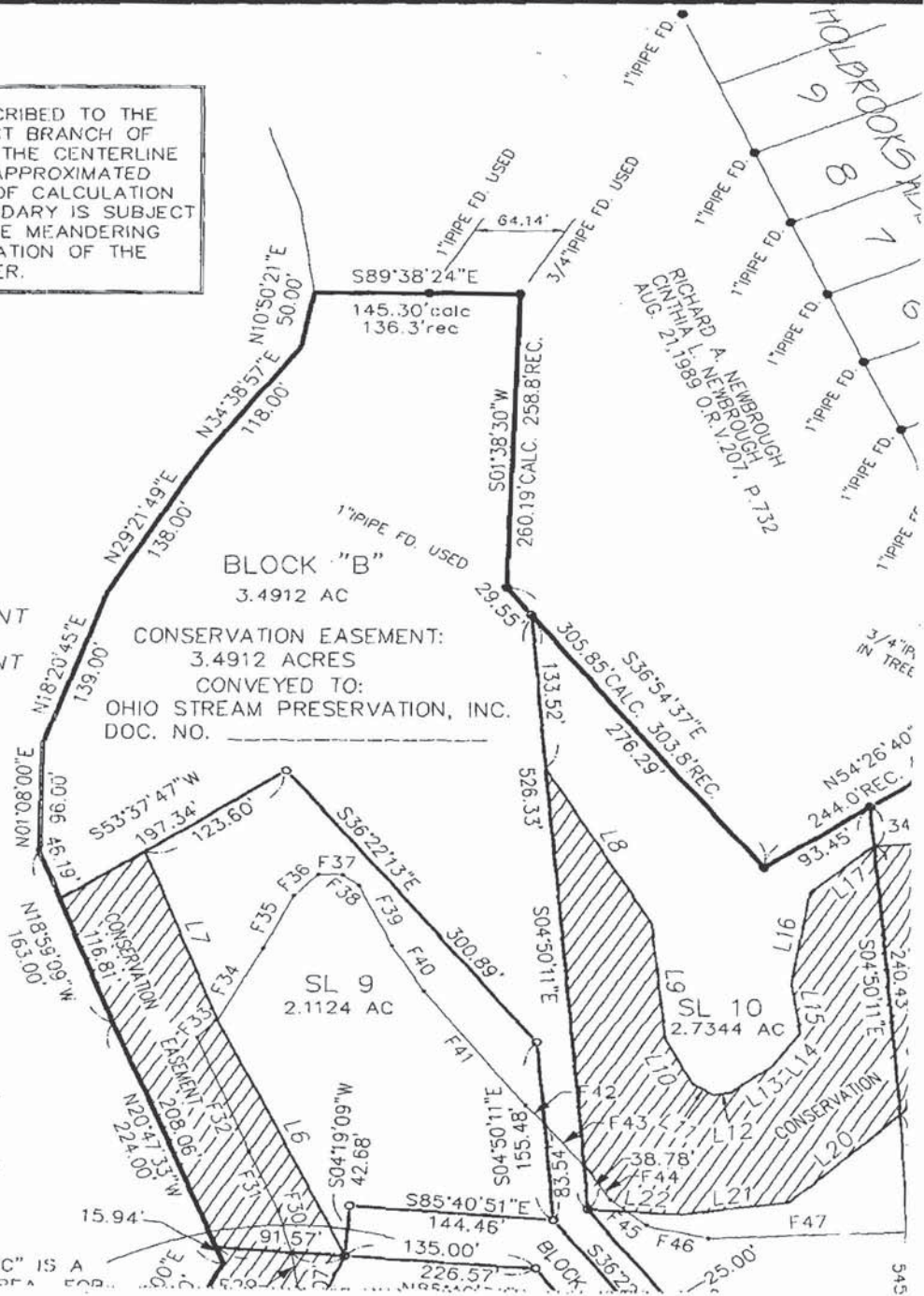
NOTE: TITLE IS DESCRIBED TO THE CENTER OF THE EAST BRANCH OF THE BLACK RIVER. THE CENTERLINE SHOWN HEREON IS APPROXIMATED FOR THE PURPOSE OF CALCULATION OF AREA. THE BOUNDARY IS SUBJECT TO CHANGE WITH THE MEANDERING OR NATURAL RELOCATION OF THE CENTER OF THE RIVER.

STREAM PRESERVATION, INC.
835 CHAGRIN FALLS, OHIO
AND ASSIGNS, A PERMANENT
EASEMENT TO THE
PROPERTY. THE
EASEMENT, BY A RECORDED GRANT

MEMBER

RESERVATION, INC. THIS
2006.

ahley
ARKLEY, EXECUTIVE DIRECTOR
Folan
FOLAN, SECRETARY



PLAN

REST

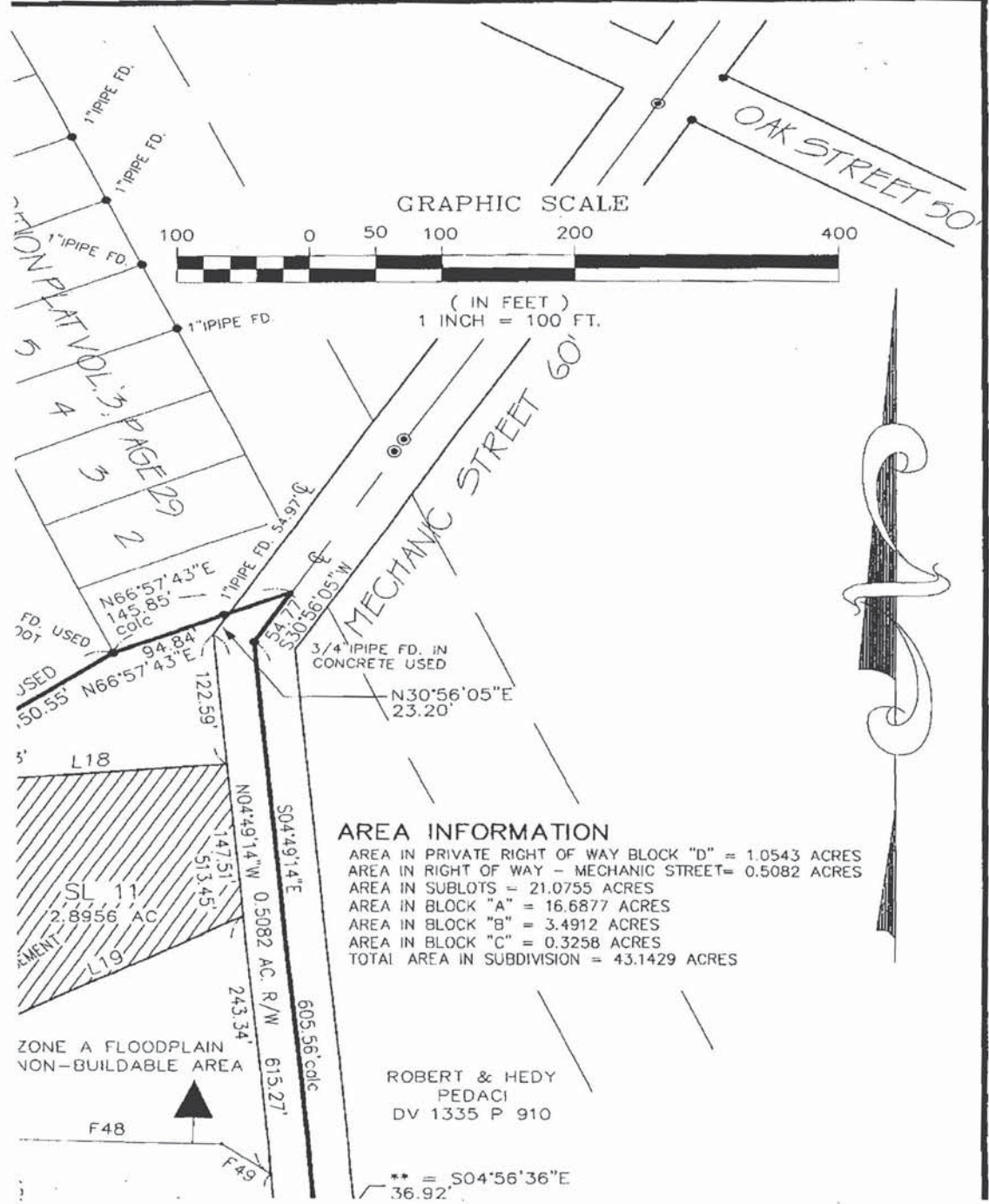
ELTA
 '48'4"
 '48'4"
 '48'4"
 '37'2"
 '37'2"
 '57'4"
 '56'2"
 '51'1"
 '51'5"
 '54'1"
 '56'5"
 '31'0"
 '26'3"

OHIO
 BOX
 ESSO
 D PR
 PERF

MANA
 RUSTI

REAM

J.S.
 H.D.



OCT. 24, 2000 20000713825

FLOYD GULLETT
JULY 8, 2002 20020840679

ROBIN MOSS & DEBORAH MOSS
OCT. 10, 2003 20030957227

ANGELA HARRIVEL
MARCH 22, 2002 20020818087

FREDERICK W. MILLER AND HOLLY J. MILLER
APRIL 17, 1998 19980530506

ROBERT A. WHITE & JACQUELINE M. WHITE
DEC. 2, 2002 20020873556

DONALD R. BOHAC
DEED VOLUME 832, P.277

ROBERT D. BOHAC
DEED VOL. 1280, P. 582

EDWARD HAMM & LOUISE HAMM
DEED VOL.593, PAGE 86

RICHARD BOHAC & LOIS BOHAC
DEED VOL. 592, PAGE 601

KOSTANTINOUS KATSIKAS & IRENE KATSIKAS
DEED VOL. 1125, PAGE 621

MARK LUPICO & JANET LUPICO
O.R.V. 1360, P.630

DANIEL R. LEASE & KAREN A. LEASE
O.R.V. 825, P. 894

DONALD R. BOHAC
O.R.V. 337, P. 413

JOSEPH A. YUSKO & JUDITH A. YUSKO
O.R.V. 1232, P. 253

GERALD L. MATUSIK & JEAN M. MATUSIK
DEED VOL. 1371, P. 194

LOT AREA SUMMARY

LOT NO.	AREA (ACRES)	FLOODPLAIN (ACRES)	CONSERVATION (ACRES)	O.L.2 (ACRES)	O.L.19 (ACRES)
1	1.0862	-	-	-	1.0862
2	1.5463	-	-	-	1.5463
3	1.7238	-	-	-	1.7238
4	1.5967	0.2721	0.2849	-	1.5967
5	1.7451	0.3381	0.3757	-	1.7451
6	1.9807	0.4761	0.5416	-	1.9807
7	1.9444	0.4713	0.4296	0.2944	1.6500
8	1.7099	0.2501	0.2924	1.2389	0.4710
9	2.1124	1.0164	0.5968	2.1124	-
10	2.7344	2.0896	1.0957	2.7344	-
11	2.8956	2.1169	0.9168	2.8956	-
A	16.6880	15.4453	16.6880	11.2430	5.4450
B	3.4912	3.3132	3.4912	3.4912	-
C	0.3258	-	-	0.3248	0.0009
D	1.0543	-	-	0.2567	0.7976
R/W	0.5082	-	-	0.4973	0.0109
TOTAL	43.1429	-	24.7127	25.0887	18.0542

GRAFTON TOWNSHIP
VILLAGE OF GRAFTON

N19°33'51"W
130.00'

N30°53'36"W
140.00'

MARK LUPICO &
JANET LUPICO
O.R.V. 1360, P.630

DANIEL I

I CERTIFY THAT THE FLOOD
HEREIN WERE CALCULATED
THE "1 PERCENT ANNUAL
KNOWN AS THE "ZONE-A"
LIMITS WERE DETERMINED BY
REQUIREMENTS ESTABLISHED
MANAGEMENT AGENCY FOR
DEVELOPMENT IN APPROXIMATE

BY *Walt K. Nickel*
WALT K. NICKEL
NICKEL ENGINEERING, LLC
REG. ENGINEER NO. 5397

DATE 10/25/06

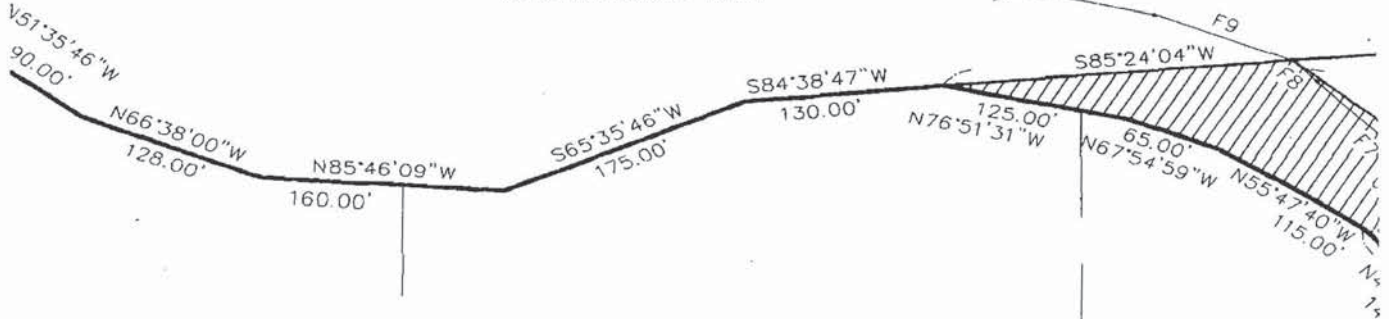
DOC. NO. _____

BLOCK "A"
16.6880 AC

02/25/06
110.00'

ORIGINAL LOT 2 GRAFTON TOWNSHIP
ORIGINAL LOT 19 GRAFTON TOWNSHIP

ZONE A FLOODPLAIN
NON-BUILDABLE AREA



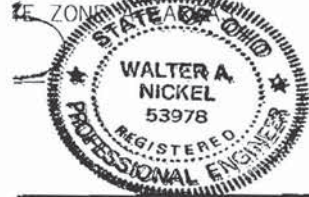
LEASE & KAREN A. LEASE
R.V. 825, P. 894

KATHLEEN FLEMING
DEED VOL. 1003, PAGE 261

VILLAGE OF GRAFTON
GRAFTON TOWNSHIP

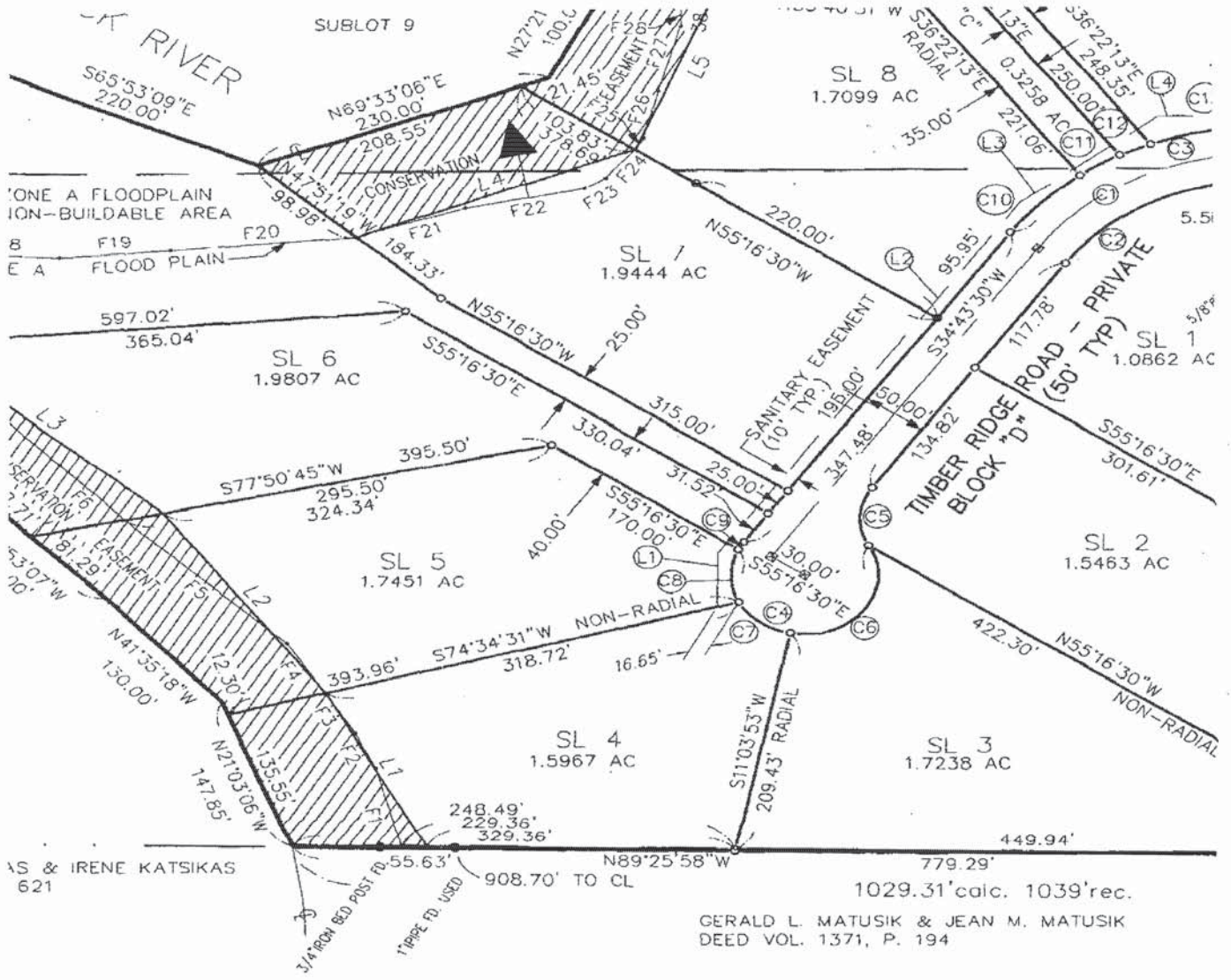
KOSTANTINOS KATSI
DEED VOL. 1125, PAGE 13

FLOODPLAIN LIMITS DEPICTED
BY MYSELF AND REPRESENT
"100 YEAR FLOOD ELEVATION", OTHERWISE
"500 YEAR FLOODPLAIN". THE FLOODPLAIN
IS SHOWN IN ACCORDANCE WITH THE
FLOODPLAIN MAPS PREPARED
BY THE FEDERAL EMERGENCY
MANAGING AGENCY



REVISIONS

REVISIONS	
4	10/17/06 ADDED CONSERVATION EASEMENT
3	7/12/04 COUNTY MAP DEPT COMMENTS
2	6/2/04 MIS. NOTE EDITS PER OWNER
1	5/18/04 VILLAGE ENG COMMENTS DATED 5/3/04

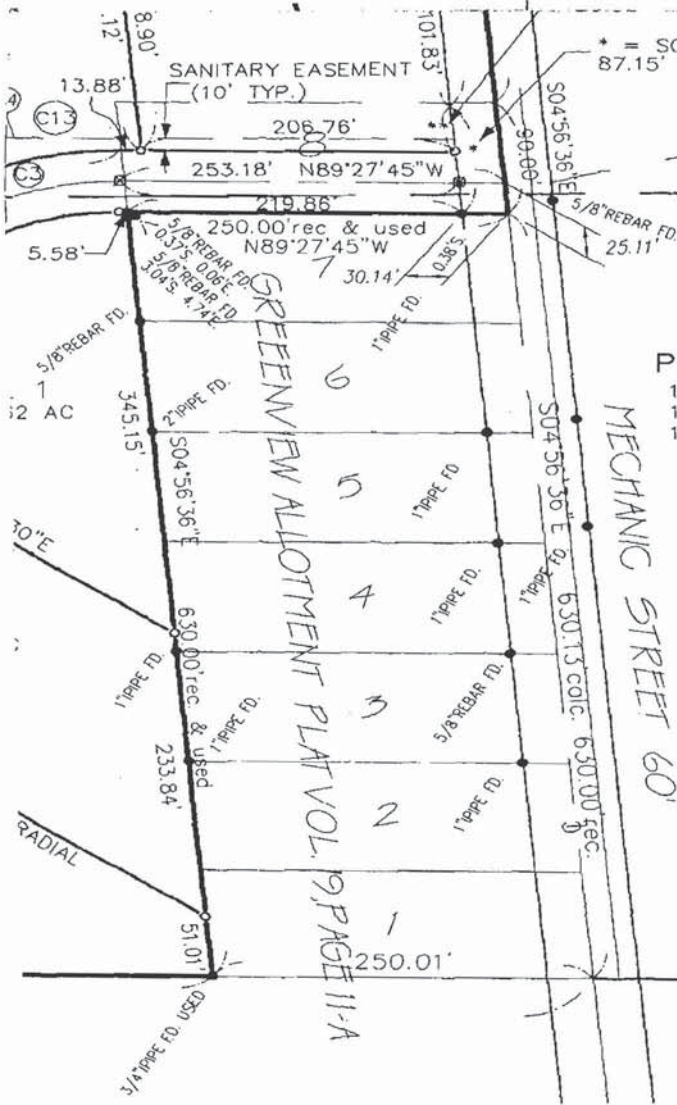


P.A. ROSEBECK & ASSOCIATES

REGISTERED SURVEYOR

705 WILLOW CREEK DRIVE, AMHERST, OHIO 44001

PHONE: (440) 988-4657



JEFFREY S. SR. & TERRI L SQUIRES
INSTR. # 20030897751

PARENT PARCELS

16-00-002-102-003	24.85 ACRES PER DEED
16-00-019-102-001	18.02 ACRES PER DEED
16-00-019-102-002	0.52 ACRES PER DEED

LEGEND

- IRON PIN OR PIPE FOUND
- ⊙ PK NAIL FOUND
- ⊗ IRON PIN IN MON. BOX SET
- IRON PIN SET
- ANGLE POINT - NO PIN

VILLAGE OF GRAFTON
GRAFTON TOWNSHIP

RIVER ESTATES SUBDIVISION VILLAGE OF GRAFTON COUNTY OF LORAIN, STATE OF OHIO PART OF ORIGINAL LOTS 2 & 19	SHEET NO.
	2 / 2
PLAT	PROJECT NO.
	03-4D

2/12/2007

Legal Description

River Estates Development Ltd LLC

Grafton Village Parcel 16-00-002-102-002, 16-00-001-102-001

Exhibit D

Situated in the Village of Grafton, County of Lorain and State of Ohio and being known as part of Original Grafton Township Lot Numbers 1 and 2, bounded and described as follow:

Beginning at a iron pin found set in a monument box in the centerline of Indian Hollow Road, 60 feet in width, at its intersection with the centerline of Crook Street, 40 feet in width;

Thence South $88^{\circ}46'32''$ East, in the centerline of said Crook Street a distance of 1639.05 feet to a point in the southeasterly line of land conveyed to New York Central Lines LLC by deed dated April 7, 2000 and recorded in Document Number 20000677885 of Lorain County Records;

Thence North $48^{\circ}53'50''$ East, in the southeasterly line of said New York Central Lines LLC land, a distance of 1976.97 feet to a point in the southerly line of said Original Grafton Township Lot Number 2;

Thence North $48^{\circ}53'50''$ East, continuing in the southeasterly line of said New York Central Lines LLC land, a distance of 1341.12 feet to a point in the westerly line of the Village of Grafton as incorporated and described in Journal Entry dated October 16, 1886 and recorded in Miscellaneous Volume 3, Page 330 of Lorain County Records; said point is the principal place of beginning;

Thence North $48^{\circ}53'50''$ East, continuing in the southeasterly line of said New York Central Lines LLC land, a distance of 432.18 feet to a point of curve;

Thence Northeasterly, continuing in the southeasterly line of said New York Central Lines LLC land, in the arc of a curve deflecting to the right and having a radius of 11430.00', a central angle of $3^{\circ}45'45''$, a chord of 750.46' which bears North $50^{\circ}46'43''$ East, an arc distance of 750.60' to a point and the northwesterly corner of a second parcel of land appropriated from Jonathan Rawson by the Cleveland, Columbus and Cincinnati Railroad Company in April 1849;

Thence South $37^{\circ}20'25''$ East in the southwesterly line of said second parcel of appropriated land, a distance of 150.00' to a point and the southerly corner thereof;

Thence Northeasterly, in the southeasterly line of said second parcel of appropriated land, in the arc of a curve deflecting to the right and having a radius of 11280.00', a central angle of $2^{\circ}20'25''$, a chord of 460.73' which bears North $53^{\circ}49'48''$ East, an arc distance of 460.76' to a point of tangenz;

Thence North $55^{\circ}00'01''$ East, continuing in said southeasterly line of said second parcel of appropriated land, a distance of 19.88 feet to a point in the centerline of the main channel of the East Branch of the Black River;

Thence in a general southerly direction, upstream in the centerline of the main channel of said East Branch of the Black River the following courses and distances:

Thence South $25^{\circ}47'07''$ West a distance of 117.00' to a point;
Thence South $17^{\circ}11'01''$ West a distance of 169.00' to a point;
Thence South $07^{\circ}35'07''$ West a distance of 57.00' to a point;
Thence South $05^{\circ}20'42''$ East a distance of 49.00' to a point;
Thence South $16^{\circ}22'56''$ East a distance of 71.00' to a point;
Thence South $51^{\circ}00'08''$ East a distance of 46.00' to a point;
Thence South $70^{\circ}34'38''$ East a distance of 183.00' to a point;
Thence South $52^{\circ}51'12''$ East a distance of 168.00' to a point;
Thence South $19^{\circ}39'19''$ East a distance of 72.00' to a point;
Thence South $05^{\circ}54'37''$ East a distance of 76.00' to a point and the northwesterly corner of Block B of River Estates Subdivision of part of Original Grafton Township Lot 2 as shown by the plat recorded in Plat Volume 86, Page 33 of Lorain County Records;

2/12/2007

Legal Description
River Estates Development Ltd LLC
Grafton Village Parcel 16-00-002-102-002, 16-00-001-102-001

Thence in a general southerly direction, upstream in the centerline of the main channel of said East Branch of the Black River, also being the westerly line of said River Estates Subdivision, the following courses and distances:

Thence South 11°07'35" West, a distance of 50.00' to a point;
Thence South 34°56'11" West a distance of 118.00' to a point;
Thence South 29°39'03" West a distance of 138.00' to a point;
Thence South 18°37'59" West a distance of 139.00' to a point;
Thence South 01°25'14" West a distance of 96.00' to a point;
Thence South 18°41'55" East a distance of 163.00' to a point;
Thence South 20°30'19" East a distance of 224.00' to a point;
Thence South 27°38'14" West a distance of 100.00' to a point;
Thence South 69°50'20" West a distance of 230.00' to a point;
Thence North 65°35'55" West a distance of 220.00' to a point;
Thence North 43°45'11" West a distance of 110.00' to a point;
Thence North 54°04'51" West a distance of 180.00' to a point;
Thence North 59°42'04" West a distance of 170.00' to a point;
Thence North 37°25'22" West a distance of 155.00' to a point;
Thence North 51°25'26" West a distance of 90.00' to a point;
Thence North 63°56'36" West a distance of 130.00' to a point;
Thence North 83°44'39" West a distance of 110.00' to a point;
Thence North 88°59'35" West a distance of 70.00' to a point;
Thence South 73°55'25" West a distance of 150.00' to a point;
Thence South 46°38'21" West a distance of 150.00' to a point;
Thence South 16°17'06" West a distance of 90.00' to a point;
Thence South 14°19'08" East a distance of 290.00' to a point;
Thence South 19°16'37" East a distance of 130.00' to a point;
Thence South 30°36'22" East a distance of 0.26' to a point, in the southerly line of said Original Grafton Township Lot Number 2;

Thence North 89°02'35" West, in the southerly line of said Original Grafton Township Lot Number 2, a distance of 159.65' to a point in the westerly line of said Village of Grafton;

Thence North 00°00'00" East, in the westerly line of said Village of Grafton, a distance of 898.55 feet to a point and the principal place of beginning, containing within said bounds 37.9462 acres of land, of which about 6.9815 acres lie in Original Grafton Township Lot Number 1 and about 30.9647 acres lie in Original Grafton Township Lot Number 2, be the same, more or less, but being subject to all legal highways and easements and restrictions of record as surveyed by Phil A. Rosebeck, Registered Surveyor Number 6696 on February, 2007. Bearings are to a true astronomical meridian established by solar observation on January 31, 2007.

Permanent Parcel Number: 16-00-001-102-001, 16-00-002-102-001

Prior Instrument: Document No. 20040027072


Phil A. Rosebeck, Registered Surveyor No. 6696



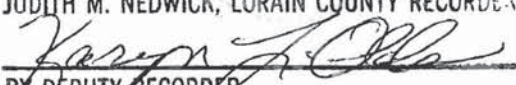
Recording of this document without an original dated seal or signature as required by OAC 4733-37-06, OAC 4733-23-01, ORC 4733.14 and ORC 5301.25(B) or any alteration thereof without the written consent of the author, shall relieve the author of any liability for errors or omissions.

LCTC
ELYRIA, OH 44035

02/12/2007 MON 17:53 [TX/RX NO 9614] 003

STATE OF OHIO (SSI, COUNTY OF LORAIN COUNTY RECORDER OF RECORDS) IN WHOSE COUNTY OF LORAIN) CUSTODY THE RECORDS OF SAID COUNTY ARE KEPT, SO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF INSTRUMENT NUMBER: 2007-0195866 OF SAID COUNTY.

IN TESTIMONY WHEREOF, I HAVE HEREINTO TO SUBSCRIBE MY NAME AND AFFIXED MY OFFICIAL SEAL OF THE CITY OF ELYRIA, OHIO THIS 28th DAY OF October 2009

JUDITH M. NEDWICK, LORAIN COUNTY RECORDER

BY DEPUTY RECORDER