

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement, made by **Duke Weeks Realty, LP**, an Indiana for-profit partnership, of Indianapolis, Indiana, its successors and assigns ("**Grantor**") to **Ohio Stream Preservation, Inc. ("OSP")**, organized under Chapter 5301.68 and 5301.69 of the Ohio Revised Code, its successors and assigns ("**Grantee**"), whose address is P.O. Box 23835 Chagrin Falls, Ohio 44023-0835 .

Witnesseth:

WHEREAS, Grantor is the owner in fee simple of certain real property by instrument recorded (*or to be recorded*) in Volume _____, Page _____ of Cuyahoga County records, and is situated in the Village of Glenwillow, County of Cuyahoga, Ohio, consisting of approximately 58 acres and more fully described in the Legal Description ("Exhibit A") and depicted in the Dedication Plat ("Exhibit B"), both attached hereto and made a part hereof (which real property is hereinafter referred to as the "Nature Preserve"); and

WHEREAS, the Nature Preserve has substantial value as a scenic, natural, aesthetic, and educational resource in its present state as a natural scenic, wooded and riparian area, constituting a natural habitat for plants and wildlife; and

WHEREAS, the Grantor and Grantee recognize the aforesaid scenic, natural, aesthetic, and educational values of the Nature Preserve in its present state, and have, by the conveyance and acceptance of a Conservation Easement, respectively, the common purpose of conserving the aforesaid values of the Nature Preserve, and preventing the use or development of the Nature Preserve for any purpose or in any manner that would conflict with the maintenance of the Nature Preserve in its natural, scenic, open and wooded condition, as suitable habitat for wild flora and fauna of all types; and

WHEREAS, "ecological, scientific, educational, and aesthetic value", "natural, scenic and open condition" and "natural values", as used herein, shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Nature Preserve at the time of this Grant, "natural" meaning that native plants and wildlife are permitted to carry out their life cycles without human interference; and

WHEREAS, Section 5301.69 of the Ohio Revised Code (O.R.C.) authorizes the Grantee to acquire and hold conservation easements for the purposes set forth herein; and

WHEREAS, Grantor intends to and does convey to the Grantee the right to preserve and protect the conservation values of the Nature Preserve in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement; and

WHEREAS, The Grantee agrees by accepting this grant to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the conservation of the Nature Preserve according to the terms of this Conservation Easement; and

WHEREAS, The purpose of this Conservation Easement is to assure that the Nature Preserve will be retained and forever preserved in its natural, condition, as a habitat for plants and wildlife and as a buffer zone for the streams, if any, contained within it; and

Lawyers Title Insurance Corporation
1300 East Ninth Street, Suite 1201
Cleveland, OH 44114-1720
Linda A. Fawls
File No. ACCORN

WHEREAS, Grantor and Grantee intend that this Conservation Easement shall be a "Conservation Easement" as defined in Section 5301.67 of the Ohio Revised Code; and

WHEREAS, Grantee is willing to accept this Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein and imposed hereby;

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in consideration of the payment of an annual Stewardship Assessment of One Thousand Seven Hundred Fifty Dollars (\$1750.00), subject to inflationary increases per the Management Agreement, of land encumbered hereby, and in further consideration of the mutual purposes, covenants, terms, conditions, and restrictions hereinafter set forth, and pursuant to the provisions relating to conservation easements set forth in Ohio Revised Code Sections 5301.67 *et seq.*, the Grantor does hereby grant, give, and convey unto the Grantee, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Nature Preserve, for the purposes of preserving, protecting, and maintaining the Nature Preserve as a scenic, natural, and wooded area, as habitat for plants, wildlife, and together with the right of physical access, and of visual access to and view of the Nature Preserve in its natural, scenic and open condition.

THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:

I. Grantor's Right and Responsibilities:

Grantor agrees as follows:

1. The Nature Preserve will be kept in its natural condition. There shall be no alteration of the natural water courses, streams, gorges, wetlands, marshes or other water bodies or activities or uses detrimental to water purity on the Nature Preserve except as may be necessary and agreed to, in writing, in advance of the activity, by the Grantee to prevent or halt soil erosion, soil slippage, and damage from erosion.
2. Except as otherwise herein provided, the Nature Preserve shall be managed in a manner consistent with its preservation as a natural, scenic, open and wooded area. Each and every other activity or construction that might endanger the natural or scenic state of the Nature Preserve is forbidden. Without limiting the generality of the foregoing, it is Grantor's intent that this Conservation Easement prohibit commercial recreational use of the Nature Preserve.
3. No buildings or other structures of every kind, nature and description, including, but not limited to, billboards or advertising of any kind, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Nature Preserve.
4. There shall be no dumping of any substance of every 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, nor any placement of underground storage tanks, on or in the Nature Preserve, and no changing of its topography by any means whatsoever shall occur. All trash or nonconforming material that is dumped or placed on the Nature Preserve shall be removed or cause to be removed by the Grantor immediately. 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 is responsible for removal of the nonconforming material.

5. There shall be no fillings, excavations, mining, drilling, or other changes in the general topography of the land on the Nature Preserve in any manner excepting the maintenance of existing foot trails, if any (and subject to the provisions of Item #6), and that caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Nature Preserve be used as part of any drilling unit or aggregation for oil and gas production. (There shall be no fill, excavation, dredging, mining, drilling or removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials.)
6. There shall be no construction of roads, buildings, fences or other structures on or in the Nature Preserve. Footpaths and trails may be constructed within the Nature Preserve but only after review and written approval by Grantee, such approval not unreasonably withheld or delayed.
7. Grantor shall not consent to activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil slippage, and fish and wildlife or habitat preservation on the Nature Preserve. Grantor shall not permit drainage from paved areas to enter the Nature Preserve
8. Grantor shall not manipulate or alter water courses, lake shores, wetlands, marshes, or other water bodies or activities or uses detrimental to water purity, providing that small dams and ponds existing on the date of the Grant of this Conservation Easement, if any, maybe maintained and repaired.
9. There shall be no removal or destruction of native growth in the open and wooded areas, use of fertilizers, spraying with biocides, introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat except in the enhancement of wildlife habitats. There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation of the Nature Preserve, except as approved in writing by Grantee and limited to the following purposes:
 - A. The control or prevention of imminent hazard, disease or fire to restore natural habitat areas to promote native vegetation except for the blocking of streams; and;
 - B. The removal and clearing of diseased, dying, damaged, destroyed or fallen trees, shrubs, or other vegetation which can be cut and left laying in place except for blocking streams; and;
 - C. The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying in place except for blocking streams; and;
 - D. The maintenance of any utilities or facilities that exist as of the date of the recording of this Conservation Easement.

10. Grantor shall not permit the operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicles on the Nature Preserve, except as necessary to fulfil the obligations herewith, and with the prior written permission of the Grantee, which shall not unreasonably withheld or delayed.
11. Grantor shall not permit hunting or trapping on the Nature Preserve, except to the extent specifically approved in writing by the Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.
12. Grantor shall not permit advertising of any kind or nature to be located on or in the Nature Preserve except for signs marking the boundaries as part of the Nature Preserve in favor of the Grantee, and for signs indicating "No Trespassing" and "Motor Vehicles Prohibited".
13. The Grantor expressly reserves for its personal representatives, heirs, successors, and assigns, the right to use the Nature Preserve for all purposes consistent with the Conservation Easement. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Nature Preserve or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.

II. Present Conveyance of Real Property Interest

This Conservation Easement constitutes a real property interest immediately vested in the Grantee, upon the execution of this easement.

III. Future Conveyances by Grantor

The Grantor reserves the right to divest himself/herself of either the fee simple title to, or of possessor interest in the Nature Preserve. The Grantor also agrees that a reference to the recorded Conservation Easement will be inserted by Grantor in any subsequent deed, or other legal instrument, by which Grantor divests himself/herself of either the fee simple title to, or possessor interest in the Nature Preserve. Upon the sale or conveyance of the Nature Preserve, Duke Weeks Realty, LP will have no continuing liability.

IV. Amendments of This Grant

This Grant may be amended only with the written consent of the Grantee and Grantor. Any such amendment shall be consistent with the purposes of this Grant and shall comply with Section 170(h) of the Internal Revenue code and with Section 501(c)(3) of the Internal Revenue Code, or any regulations promulgated in accordance with such Sections. Any such amendment shall also be consistent with Section 5301.67 through 5301.70 of the Ohio Revised Code or any regulations promulgated pursuant to such code.

V. Extinguishment in Case of Impossibility

If the circumstances arise in the future that render the purposes of this Conservation Easement impossible to continue into the future, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and 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 Nature Preserve, 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 Section XIII 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.

VI. Warranties:

Grantor represents and warrants to the best of the Grantor's knowledge and activity, and including the Phase 1 Environmental Site Assessment report prepared by EDP Consultants, dated February 26, 1997, that:

1. No substance defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna or in any other way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Nature Preserve.
2. There are no underground storage tanks located on, the Nature Preserve.
3. The Nature Preserve complies with all federal, state, and local laws, regulations, and requirements.
4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Nature Preserve.
5. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement is applicable to the Nature Preserve of its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

VII. Remediation

In the event a violation of any term, condition, or restriction is found by Grantee to exist, the Grantee may institute an action in any court of competent jurisdiction to enjoin by any action, including *ex parte*, temporary, and/or permanent injunction to enjoin such violation, to require the restoration of the Nature Preserve to its prior conditions, and/or for damages including reasonable attorney fees for any breach of the terms and conditions contained herein. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Nature Preserve due to the forces of nature such as changes caused by fire, floods, or storms. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions, and purposes of the Conservation Easement by prior failure to act.

VIII. Releases of Certain Substances

If, at any time, there occurs, or has occurred, a release in, on, or about the Nature Preserve of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required. 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 is responsible for removal of the nonconforming material.

IX. Hold Harmless

Grantor hereby releases and agrees to hold harmless, indemnify, and defend the Grantee and its members, officers, employees, agents, and contractors and their heirs, personal representatives, successors and assigns (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgements, or administrative actions, including, without limitation, attorney and other legal fees, arising from or in any way connected with:

1. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Nature Preserve.
2. The violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person, in any way affecting, involving, or relating to the Nature Preserve.
3. The presence or release in, on, from, or about the Nature Preserve, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna or in any harmful or threatening to human health or the environment; and
4. The obligations, covenants, representations, and warranties of Grantor contained herein, unless caused by the action or inaction of the indemnified party or parties.

Notwithstanding the foregoing, Article IX does not apply to losses caused by the negligence, actions, or inaction of employees, agents and invitees of Grantee.

X. Right of Inspection

The Grantee, or its duly authorized representative, or its heirs, may enter the Nature Preserve for purposes of reviewing the conditions of the site relative to the terms of all applicable environmental permits and this Conservation Easement. Verbal notice shall be given to the Grantor twenty-four (24) hours prior to access. At a minimum, the Grantee shall conduct an annual visit to the Nature Preserve.

Any and all correspondence including attachments, exhibits and photographs that are distributed or mailed to the United States Army Corps of Engineers (USACE) or the Environmental Protection Agency (EPA) shall be provided to the Grantor prior to distribution.

The public shall not have right of access to the Nature Preserve without the permission of the Grantor except as contained herein.

XI. Grantee's Rights and Remedies

In order to accomplish the purposes of this Conservation Easement, the following rights and remedies are retained by the Grantor and, if the Grantor fails to exercise its rights and remedies, the Grantee may: (1) preserve and protect the conservation values of the Nature Preserve, (2) prevent any activity on or use of the Nature Preserve which is inconsistent with the purposes of this Conservation easement, and (3) require the restoration of any areas of the Nature Preserve that may be damaged by any unauthorized activity or use. Grantee shall provide written notice to the Grantor prior to undertaking any action defined in Sections A through J, except for Section E, at least twenty-four (24) hours prior to undertaking said action.

A. Scope of Relief: Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Grantee may be entitled to the injunctive relief described in this section, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy or otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. Notice of Violation Corrective Action: If the Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the Grantee shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the conservation values of the Nature Preserve resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Nature Preserve so injured to its prior condition in accordance with a plan approved in writing by the grantee.

C. Injunctive Relief: If Grantor fails to cure the violation within thirty (30) days after written notice is given by Grantee; or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, if Grantor fails to begin curing such violation within the thirty (30) day period, or if Grantor fails to continue diligently to cure such violation until finally cured, the Grantee may bring an action at law and in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, and to enjoin the violation, *ex parte* if necessary, by temporary restraining order or permanent injunction, and/or to require the restoration of the Nature Preserve in the condition that existed prior to any such injury.

D. Damages: In addition to any other remedy available to Grantee, the Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement and/or injury to the value of the interest protected by this Conservation Easement, including, without limitation, damages for the diminution or loss of any scenic, aesthetic, and/or environmental value. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Nature Preserve.

E. Emergency Enforcement: If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Nature Preserve and Grantee has adequate resources to take such action, then Grantee may proceed to take such action without prior notice to Grantor or without waiting for the period provided for cure to expire. However, Grantee shall provide written notice to Grantor within a reasonable time following the action taken. In such event, in addition to any other remedy available to Grantee, Grantee may recover such costs as were incurred in taking such emergency action.

F. Cost of Enforcement: All costs incurred by the Grantee in enforcing the terms of the Conservation Easement against Grantor, including without limitation, costs and expenses of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor.

G. Forbearance: Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any of its terms shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the Same. No delay or omission by the Grantee in the exercise of any right or remedy shall be construed as a waiver.

H. Waiver of Certain Defenses: Grantor hereby waives any defenses of laches, estoppel, or prescription.

I. Right to Post Signs: Grantee shall have the right to post one or more signs, as needed and as approved by Grantor, such approval not unreasonably withheld or delayed, on the Nature Preserve which indicate that it is burdened by a Conservation Easement.

J. Access to Nature Preserve: Grantee, as an owner of interest in real property, has the right of access over all of the land in the development known as Emerald Valley Business Park, as necessary, and after complying with all parking and security requirements, to gain access to the Nature Preserve.

XII. Payment of Taxes and Special Assessments:

The Grantor shall pay all taxes and special assessments validly assessed and levied against the Nature Preserve by competent authorities, and shall bear all costs of maintenance, insurance and any liabilities related to the Nature Preserve, and does hereby indemnify and hold the Grantee harmless therefrom except that such indemnity shall not apply and Grantor shall not be responsible for cost of maintenance, insurance and any liabilities related to the Nature Preserve arising from the Grantee's act of negligence.

XIII. Eminent Domain

If all or part of the Nature Preserve is taken in the exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions to recover the full value of the Nature Preserve (or portion thereof) taken and all incidental or direct damages that result from such taking. Any reasonable expense incurred by the Grantor or the Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be paid to the Grantor. In the event that there is a dispute between the parties as to the reasonableness of an expense, the court having jurisdiction over the eminent domain matter shall determine the reasonableness of any expense.

XIV. Transfer by Grantee

The Grantee has the right to transfer this perpetual Conservation Easement to any other organization that agrees to the terms, conditions, restrictions, and purposes of this Conservation Easement, provided that such transfer is approved by Grantor, such approval not unreasonably withheld or delayed. Furthermore, the Grantee or any subsequent holder may only transfer or

assign its rights in the Conservation Easement to an organization which is eligible to hold a Conservation Easement under the laws of the State of Ohio.

XV. Surveys

Prior to the Grantee accepting this Conservation Easement, the Grantor, at its own cost, shall survey or cause to be surveyed the boundaries of the Nature Preserve. The survey will comply with the requirements set forth in Ohio Administrative code Section 4733-37 as amended.

If any future dispute about the Nature Preserve boundaries arises and can not be resolved informally between the Grantor and the Grantee, the Grantor at his/her expense will survey, or cause to be surveyed, the Nature Preserve. The Survey will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as amended.

XVI. Recording and Deed Reference:

This Conservation Easement will be properly filed and recorded with the Cuyahoga County Recorders Office by the Grantor. The Grantor agrees a reference to the recorded Conservation Easement will be inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessor interest in the Nature Preserve. Furthermore, Grantor agrees that if a new plat plan is being proposed which includes the Nature Preserve, the Conservation Easement will be recorded on the registered plat plan.

XVII. Miscellaneous:

A. Ohio Law to Govern. This Conservation Easement agreement shall be governed by the laws of the State of Ohio.

B. Savings Clause. If any provision herein is found to be illegal, unconstitutional or otherwise invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

C. Complete Agreement. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the Grant of this Conservation Easement.

D. Counterparts. The parties may execute this Conservation Easement Agreement in one or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument with respect to the party who signed it. In the event of any disparity between counterparts, the recorded counterpart shall be controlling. Representations and warranties by either party are included herein.

E. Nature of Easement. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Easement granted and accepted hereby constitute a "conservation easement" as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code as amended and that the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.

TO HAVE AND HOLD unto the Grantee, its successors and assigns forever. The covenants agreed to and the terms, obligations, conditions, restrictions, and purposes imposed aforesaid, shall be binding upon the Grantor, its heirs, successors and assigns, and all other successors in interest, and shall continue as a servitude running in perpetuity with the above-described land.

IN WITNESS WHEREOF, the Grantor, said _____, an Indiana for profit corporation, of Indianapolis, Indiana sets its hand, by _____, its Vice President, this 29 day of JUNE, 2000.

Signed and acknowledged
In the presence of:

[Signature]

Witness:

Print Name: ART MAKZIS

[Signature]

Witness:

Print Name: GREGORY S. HALL

Grantor:

[Signature]

By: _____
Its Vice President

State of Ohio)
County of Cuyahoga) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Spencer N. Piszczek who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed and his free act and deed of _____, as authorized,

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cuyahoga, County, Ohio this 29 day of June, 2000.

[Signature]

Notary Public

My Commission Expires: _____

JULIE M. SPINDLER

NOTARY PUBLIC

STATE OF OHIO

MY COMMISSION EXPIRES 03/29/2003



ACCEPTANCE

The undersigned does hereby consent to and accept the within Conservation Easement and all the obligations imposed thereby.

IN WITNESS WHEREOF, the Grantee, Ohio Stream Preservation, Inc. an Ohio nonprofit corporation, by Jeffrey S. Markley, its Executive Director, and Jeffrey Filarski, its Secretary, has executed and delivered this ACCEPTANCE this 7th day of JULY, 2000.

Signed and acknowledged
In the presence of:

[Signature]
Witness

Print Name: Donald Bierut

[Signature]
Witness

Print Name: Donald Bierut

GRANTEE:
Ohio Stream Preservation, Inc.

[Signature]
By: Jeffrey S. Markley
Executive Director

[Signature]
By: Jeffrey Filarski
Secretary

State of Ohio)
) SS:
County of Cuyahoga)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at CUYAHOGA, County, Ohio this 7th day of JULY, 2000.

[Signature]
Notary Public
My Commission Expires: 8/4/04

Judith A. Cence
My Commission Expires August '04

Instrument prepared by:
David E. Meek
Reddy, Graw and Meek

McPleen & Associates, Inc.

EXHIBIT "A"

LOTS
SUBDIVISIONS
TOPOGRAPHY
CONSTRUCTION

SURVEYORS AND ENGINEERS
Terrence W. Feller, P.E.
Timothy J. Feller, P.S.

226451 Curtiss Wright Parkway
Richmond Heights, Ohio 44143
PHONE 216-797-9800
FAX 216-797-0800

Emerald Valley
Preservation Easement
Glenwillow, Ohio
July 18, 2000

Situated in the Village of Glenwillow, County of Cuyahoga and State of Ohio and known as being part of Original Solon Township Lot Nos. 17, 18, 23 & 24, Tract No. 3, and being more fully bounded and described as follows:

Beginning at the intersection of the Northeasterly line of Cochran Road, 100 feet wide, as relocated in 1999 and shown in Cuyahoga County Drawing M-4917 and the Southeasterly curved line of the Wheeling & Lake Erie Railroad Company right of way and the Principal Place of Beginning of the parcel of land herein described;

Course No. 1: thence along the said Southeasterly curved line of the Wheeling & Lake Erie Railroad Company right of way the arc of a curve deflecting to the left, a distance of 7.53 feet to a point of tangency, said curve having a radius of 613.00 feet and a chord which bears North 47°43'54" East, 7.53 feet;

Course No. 2: thence North 47°22'48" East along the Southeasterly line of the Wheeling & Lake Erie Railroad Company right of way, a distance of 798.46 feet to a point of curvature;

Course No. 3: thence along the Southeasterly curved line of the Wheeling & Lake Erie Railroad Company right of way the arc of a curve deflecting to the left, a distance of 779.47 feet to a point of tangency, said curve having a radius of 1473.00 feet and a chord which bears North 32°13'13" East 770.40 feet;

Course No. 4: thence North 17°03'39" East along the Southeasterly line of the Wheeling & Lake Erie Railroad Company right of way, a distance of 65.65 feet to a point in the Southerly line of land conveyed to the Cleveland Electric Illuminating Company as shown on the Lot Split and Consolidation Plat recorded in Volume 254, Page 53 of the Cuyahoga County Map Records;

Course No. 5: thence South 88°41'55" East along said Southerly of the Cleveland Electric Illuminating Company's land, a distance of 2227.40 feet to a point in the Easterly line of the Village of Glenwillow;

Course No. 6: thence South 00°55'47" West along the Easterly line of the Village of Glenwillow, a distance of 1155.01 feet to a point;

Course No. 7: thence North 89°04'13" West a distance of 985.42 feet to a point;

Course No. 8: thence North 01°43'36" East a distance of 416.40 feet to a point;

Course No. 9: thence North 57°07'55" West a distance of 116.97 feet to a point;

Course No. 10: thence North $88^{\circ}04'34''$ West a distance of 268.51 feet to a point;

Course No. 11: thence North $54^{\circ}28'53''$ West a distance of 193.95 feet to a point;

Course No. 12: thence North $89^{\circ}18'22''$ West a distance of 553.90 feet to a point;

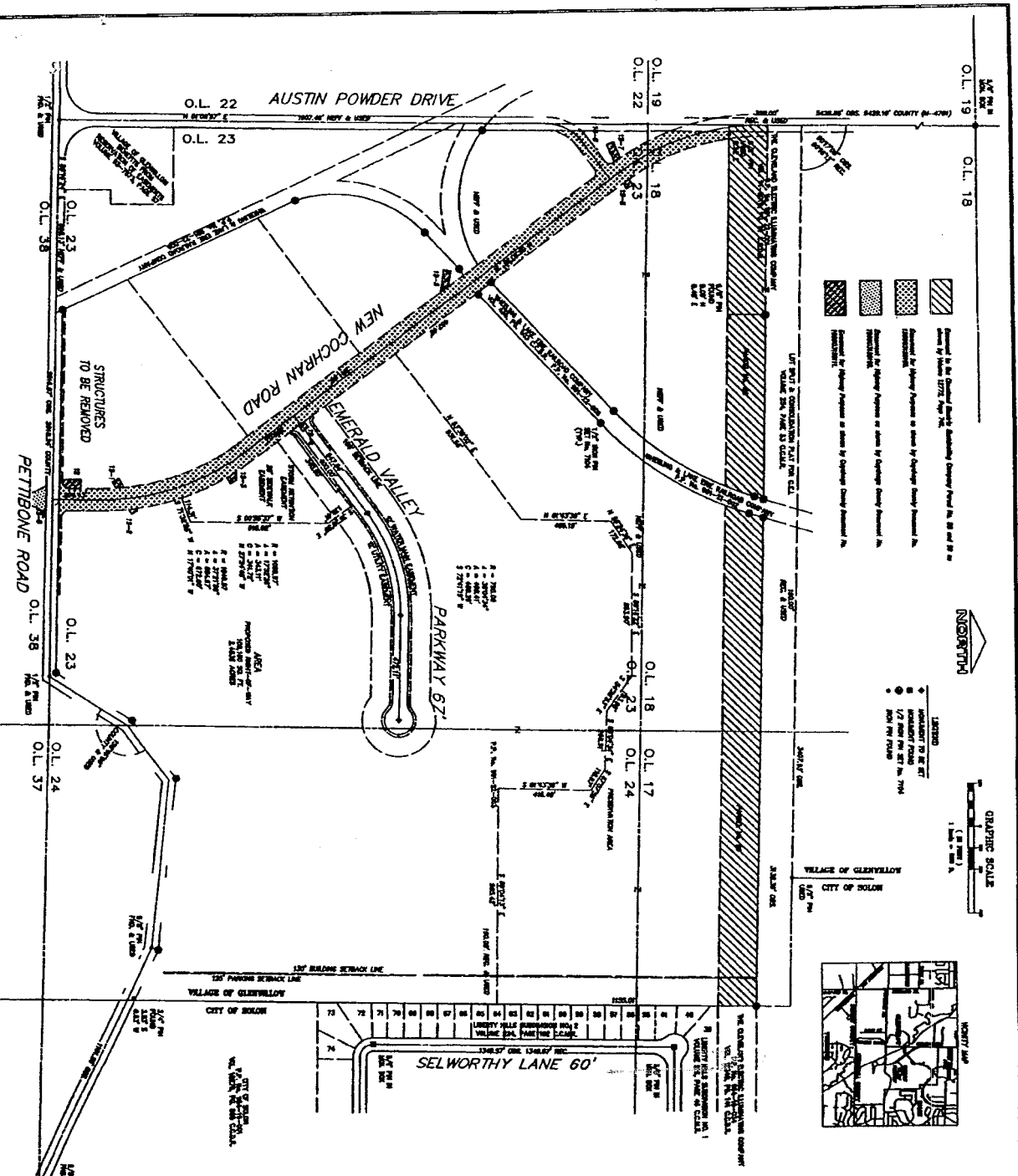
Course No. 13: thence South $58^{\circ}24'38''$ West a distance of 172.08 feet to a point;

Course No. 14: thence South $01^{\circ}43'36''$ West a distance of 405.19 feet to a point;

Course No. 15: thence South $53^{\circ}39'02''$ West a distance of 931.55 feet to a point in the Northeasterly line of said Cochran Road, relocated;

Course No. 16: thence North $36^{\circ}20'58''$ West along the Northeasterly line of Cochran Road, relocated a distance of 457.40 feet to a point and the place of beginning and 58.4764 acres containing (2,547,231 sq.ft.) of land be the same more or less but subject to all legal highways and easements.

EXHIBIT "B"



DEDICATION PLAT
EMERALD VALLEY PARKWAY

Village of Glenwillow
 County of Cuyahoga - State of Ohio
 Master & Associates, Inc.
 10000 Lakeside Blvd., Suite 200
 Cleveland, Ohio 44131
 (216) 231-2800

Engineering License No. 14126
 State of Ohio
 Date: 10/15/2010

ACCEPTANCE
 I, the undersigned, Mayor of the Village of Glenwillow, do hereby accept the dedication of the above described property to the use and purpose herein stated, subject to the conditions and restrictions hereon set forth.

WITNESSED my hand and the seal of the Village of Glenwillow this 15th day of October, 2010.

APPROVALS
 The plat is hereby approved by the Board of Trustees of the Village of Glenwillow this 15th day of October, 2010.

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