

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made this ____ day of April, 2005 by and between **CRACKEL DEVELOPMENT, LLC**, an Ohio limited liability company, its successors and assigns, having an address at 10585 Somerset Drive, Chardon, Ohio, 44024, (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. _____, Geauga County records, situated in Auburn Township, County of Geauga, State of Ohio, consisting of approximately 118 acres ("Property") as depicted on Exhibit A (Final Development Plat), attached hereto and made a part hereof, and Exhibit B (Natural Resources Plan), prepared by the Grantee and recorded separately by the Grantor; and

WHEREAS, Grantor has proposed to construct a residential community on the Property consisting of twenty-six (26) 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, which areas are identified on Exhibit A as Conservation Easement ("Easement Areas"), consisting of 33.5 acres, to be protected, in perpetuity, by a recorded Grant of Conservation Easement, provided; and

WHEREAS, portions of the Easement Areas are former fishponds ("Ponds"), originally constructed for aquacultural purposes, which Grantor has proposed to retain in their current condition as a passive amenity for all residents in the community; and

WHEREAS, private ownership of these Ponds may necessitate pond maintenance and personal enjoyment which may conflict with certain terms of this Grant of Conservation Easement;

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 "Deed of Declaration of Restrictions" for the Preserve at Stonewater, Auburn Township, Ohio, recorded separately in the Geauga County Records (the "Declaration"), and has created The Preserve at Stonewater Subdivision Owners' Association, Inc. ("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 0.25% of any interest in the Property, paid by the Seller (see Deed of 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 Easement Areas (as described in Exhibit A) 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 Easement Areas, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Easement Areas 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 Easement Areas, 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 Easement Areas possesses substantial value in conserving and protecting the physical, biological and chemical integrity of the Chagrin River and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U. S. C. §1313 and §6111.041 of the Ohio Water Pollution Control Act.

A "Baseline Documentation Report" will be prepared by Grantee and recorded by the Grantor as Exhibit C, and, upon recordation by the parties of such amendment hereto, which Exhibit C will be incorporated by reference herein, may consist of any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Easement Areas 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 Easement Areas at the time of recording such Exhibit C.

4. **Prohibited Actions:** Any activity on or use of the Easement Areas 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 Easement Areas beyond that shown on Exhibit A, unless expressly permitted in writing by the Grantee, however the Grantor shall be permitted to consolidate individual parcels comprising the Preserve at the time of this grant into a fewer number of parcels without the permission of the Grantee;
 - b. **Commercial Activities:** Commercial development, commercial recreational use, or industrial activity;
 - c. **Construction:** Except as otherwise permitted herein, the placement or construction of any man-made modifications including but not limited to buildings, structures,

fences, mobile homes, advertising, billboards, camping accommodations, roads and parking lots. Owners whose sublots include Ponds within the Easement Areas, as identified on the Natural Resources Plan, shall be permitted to construct fishing piers, diving or swimming platforms, docks and other water-related structures as approved in writing by the Grantee. Existing structures within the Easement Areas 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 Easement Areas as shown on Exhibit A, which improvements shall be limited to those utilities specific to the project including storm and sanitary systems, electric, natural gas, telephone and cable, and all appurtenances thereto ("Utility Work") within the designated utility easements. Where the Easement Areas are affected by the Utility Work, as provided in this section, Grantor shall restore all such affected portions of the Easement Areas to their condition immediately prior to such work.

- d. **Destruction or Introduction of Vegetation and Animals:** The removal or destruction of native growth in the Easement Areas, including without limitation the use of fertilizers, the spraying of herbicides, pesticides or biocides, the introduction of nonnative wild animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation, except as approved in writing by the Grantee, and limited to the following purposes:
- (1) The control or prevention of imminent hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation; and,
 - (2) The removal of those portions of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation that physically block streams, Ponds, Utility Work; and,
 - (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying;
 - (4) Hunting or trapping as necessary to keep the animal population within numbers consistent with the ecological balance of the area; and,
 - (5) The installation, maintenance, repair and replacement of Utility Work and Pond structures; and
 - (6) Ponds within the Easement Areas, as identified on the Natural Resources Plan, may be maintained provided that chemicals or other methods shall be approved by the Ohio Environmental Protection Agency (OEPA) and other agencies as required, and as approved in writing by the Grantee;
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Easement Areas, or doing any act that would alter the topography of the Easement Areas, except for the activities permitted

under Article 4(c), that caused by the forces of nature, and as approved in writing by the Grantee, and limited to the following purposes:

- (1) Ponds within the Easement Areas, as identified on the Natural Resources Plan, may be maintained periodically through dredging or other mechanical means provided that the Pond is not expanded or reduced in total area, and only as approved in writing by the Grantee;
 - f. **Dumping**: The dumping or accumulation of any substance of any kind, nature, and description including but not limited to grass clippings or other yard debris, soil, trash, ashes, garbage, waste, or other unsightly or offensive material or any placement of underground storage tanks, on or in the Easement Areas (see Article 5(c)(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 Easement Areas, except for those activities permitted under Article 4(c) and as approved in writing by the Grantee. Ponds within the Easement Areas, as identified on the Natural Resources Plan, shall require an adjacent unmowed riparian buffer area as defined on the Natural Resources Plan;
 - h. **Motorized Vehicles**: The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Easement Areas, except as necessary to exercise the rights granted in Article 4(c), (d), and (e), as approved in writing by the Grantee. Property Owners shall limit operation of motorized vehicles to areas outside of natural water courses, streams, wetlands, marshes, or other water bodies and designated riparian buffers, and for the purposes stated in Article 4(c), (d), and (e); ;
 - i. **Signage**: Advertising or signage of any kind or nature to be located on or in the Easement Areas except for signs marking the boundaries as part of the Easement Areas 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 Easement Areas.
5. **Grantor's Rights and Responsibilities**: Grantor reserves to itself, and its heirs, successors and assigns, all rights accruing from their ownership of the Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Easement Areas 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 Easement Areas. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions hereof;

- b. **Right to Access:** Subject to the terms of this Conservation Easement with respect to prohibited uses and permitted uses, the Grantor shall retain the right of unimpeded access to their respective portions of the Easement Areas. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Easement Areas or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.
- c. **Actions Against Grantee:** In the event of a breach of this Conservation Easement, the Grantor may bring action against the Grantee for failing to fulfil its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice, as set forth herein to the Grantee, advising Grantee of the breach of duty and demanding that Grantee abide by the provisions of this Conservation Easement;
- 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 Easement Areas, and/or an order compelling restoration of the Easement Areas;
- e. **Requirements for the Easement Areas:** The following minimum conditions shall apply to the Easement Areas:
- (1) Grantor shall be responsible for installation of permanent physical boundary markers indicating the boundary of the Easement Areas at each property line and other significant boundary line adjustments; and
 - (2) Grantor shall be responsible for ensuring that contractors and/or workers involved in activities permitted by Article 4(c) and (e) within the Grantor's property have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is at the project site throughout the period the work is underway; and
 - (3) Grantor shall be responsible for ensuring that construction debris resulting from any and all work within the Grantor's property shall be prevented from entering the waterway, stream or buffer area, and shall be removed immediately should any such debris be present in said areas; and
 - (4) Grantor shall be responsible for ensuring that the mechanical equipment used to execute any and all work within the Grantor's property shall be operated in such a way as to minimize turbidity (i.e., stirring up sediment into the water) that could degrade water quality and adversely affect aquatic plant and animal life; and

- (5) Grantor shall be responsible for ensuring that, during construction activities within the Grantor's property Best Management Practices ("BMP's"), including silt controls, be installed downstream from all construction areas adjacent to or abutting the Easement Areas 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 or Pond 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 and Pond areas 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 Easement Area 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 Easement Areas, 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 Easement Areas 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 Easement Areas 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 Easement Areas:
- a. **Right to Enter:** The Grantee has the right to enter the Easement Areas at reasonable times to monitor or to enforce compliance with this Conservation Easement. The Grantor may use the Easement Areas 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 Easement Areas. The general public is not granted access to the Easement Areas under this Conservation Easement;
 - b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Easement Areas that is inconsistent with the terms or purposes of this Conservation Easement;

- c. **Right to Require Restoration:** The Grantee shall have the right to require the restoration of the areas or features of the Easement Areas 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 a reasonable number of small signs on the Easement Areas which identify the Grantee and which identifies the land as being protected by this Conservation Easement;
7. **Grantee's Remedies:** In the event of a breach of this Conservation Easement, the Grantee shall have the following remedies (which remedies may only be exercised by the Grantee against the Grantor and shall be subject to the following limitations:
- a. **Actions Against Grantor:** In the event of a breach of this Conservation Easement, the Grantee may bring action against the Grantor for failing to fulfil its obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein, to the Grantor, advising Grantor of the breach of duty by Grantor, and demanding that the Grantor abide by the provisions of this Conservation Easement;
 - b. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), Grantor continues in its breach of duties, or if Grantor does not take substantial corrective measures within the Notice period, or if Grantor should fail to continue diligently fulfill said duties, the Grantee may bring an action in law or in equity against Grantor to enforce the terms of the Conservation Easement and recover any damages from Grantor for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance from the Grantor, and obtaining from the Grantor declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Easement Areas, and/or an order compelling restoration of the Easement Areas;
 - 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 Easement Areas, 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 Easement Areas. 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 Easement Areas or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims. Notwithstanding the foregoing, Article 8 does not apply to losses caused by the negligence, actions or inaction of Grantee, its trustees, officers, employees, agents and/or members.
9. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement may, by written assignment to be recorded in the records of Geauga County, become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Grantor and Geauga County Planning Commission.
10. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition, which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain:
- a. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Easement Areas, 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 Easement Areas 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 Easement Areas 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 Geauga 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 Geauga 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 Easement Areas. 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:
Crackel Development, LLC
10585 Somerset Drive
Chardon, Ohio, 44024

The notice shall be served to the Grantee at:
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 Easement Areas and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of any portion of the Easement Areas 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 Easement Areas, 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 Easement Areas 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 Easement Areas. 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 Easement Areas owned by such Grantor, and the rights of Grantee for any breach by Grantor hereunder, or violation hereof occurring within the Easement Areas, 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 Easement Areas 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

CRACKEL DEVELOPMENT, LLC
An Ohio Limited Liability Company

By: [Signature]

Ryan P. Sommers, member
Print/Name and Title

Date: 4/28/2005

STATE OF OHIO)
) ss.
COUNTY OF LAKE)

BEFORE ME, a Notary Public, in and for said County, personally appeared Ryan Sommers, officer of CRACKEL DEVELOPMENT, LLC, 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 Concord, Ohio, this 28th day of April, 2005.

[Signature]
Notary Public
TONI SWISHER
Notary Public, State of Ohio
My Commission Expires 11-25-2006
Recorded in Lake County

(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: 4.28.05

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

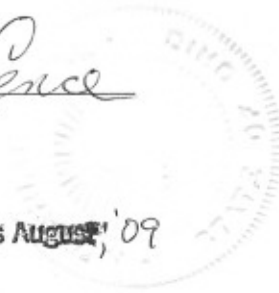
BEFORE ME, a Notary Public, in and for said County, personally appeared JEFFREY S. MARKLEY, Executive Director, Ohio Stream Preservation, Inc., and JEFFREY J. FILARSKI, Secretary, Ohio Stream Preservation, Inc. who said they are duly authorized in these presents, and that they acknowledge their signatures 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 28th day of APRIL, 2005.

REAL PROPERTY TRANSFER TAX
NO TRANSFER TAX AND PAID
NECESSARY
MAY 11 2005
Fee \$ [Signature]
Tracy A. Jemison, County Auditor
By: [Signature]

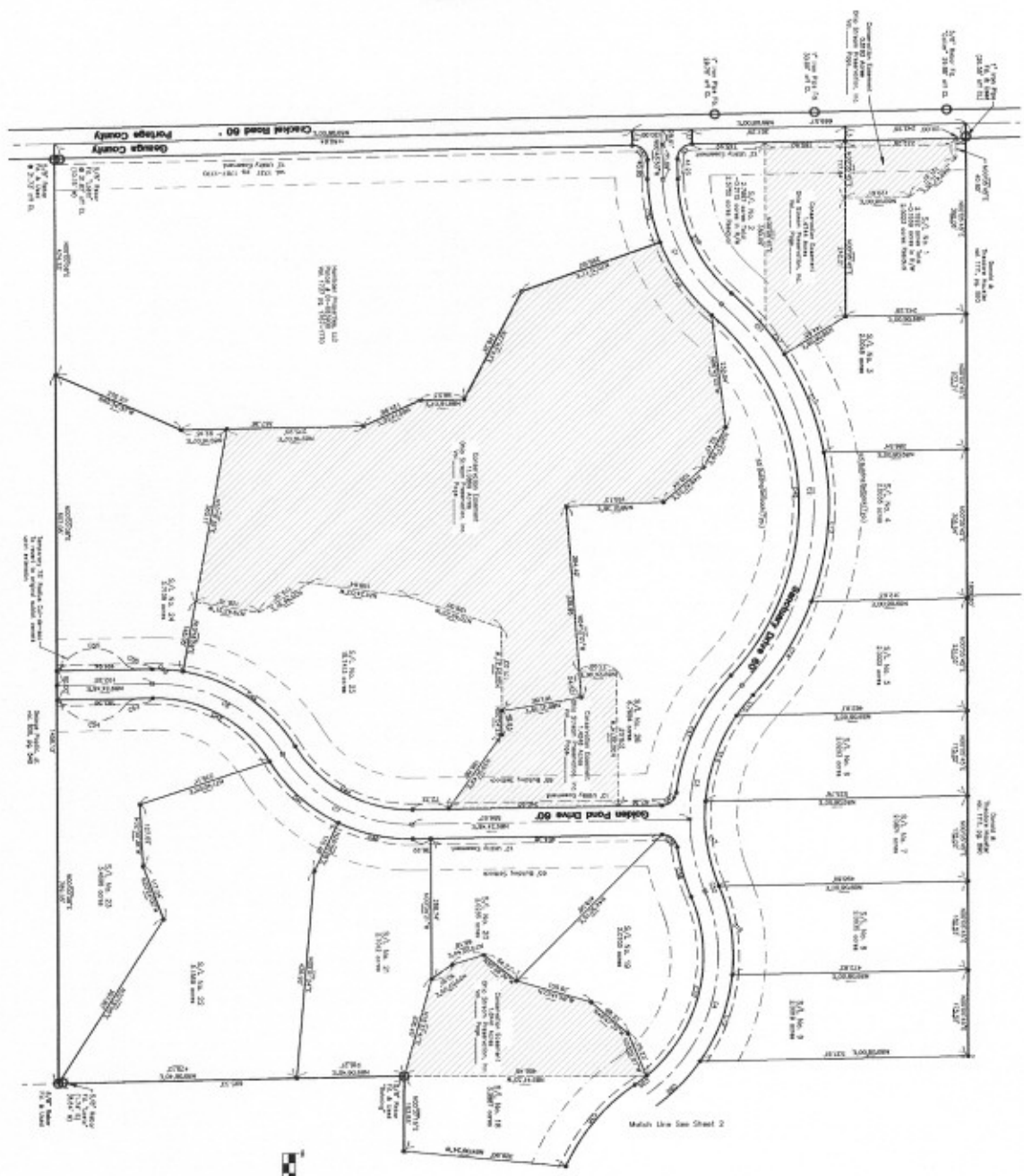
[Signature]
Notary Public

Judith A. Cence
My Commission Expires August, '09



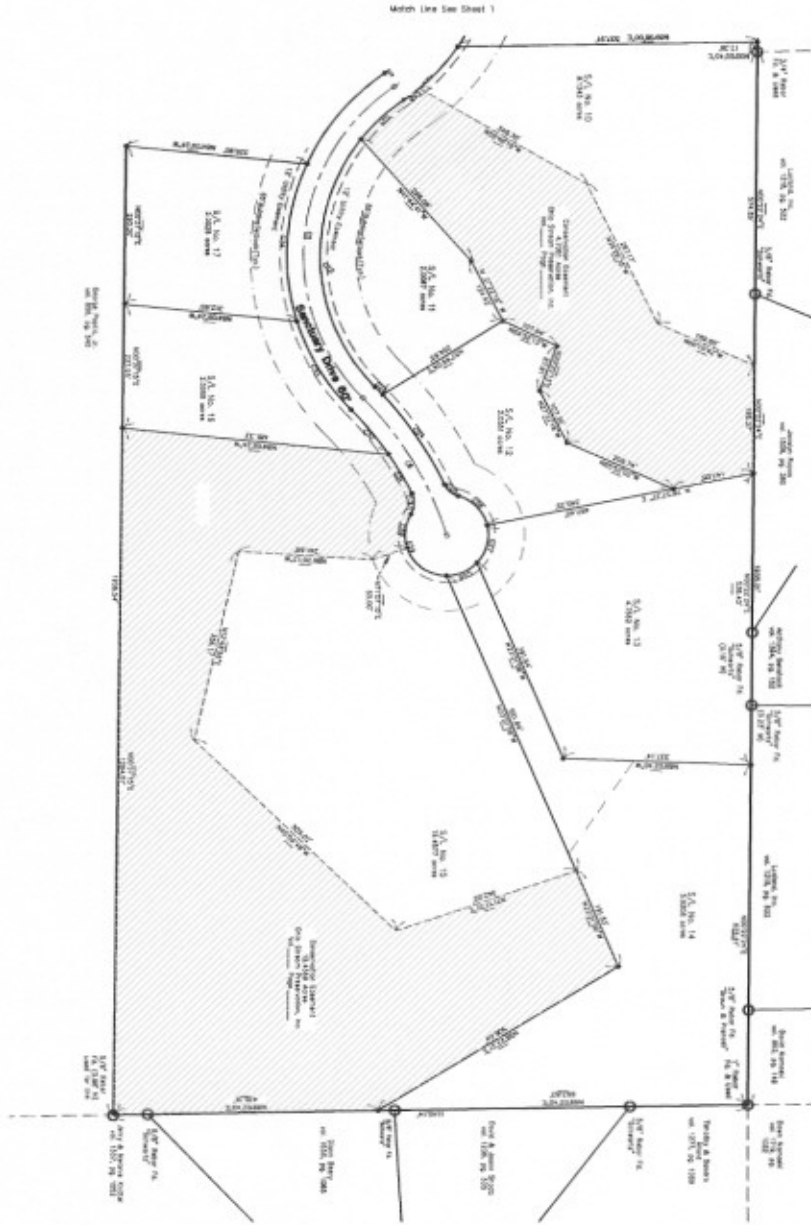
This Grant of Conservation Easement was prepared by Ohio Stream Preservation, Inc. April 2005

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LEGEND	
○	Surveyed ACP Meter Point
●	Surveyed ACP Meter Point
○	Surveyed ACP Meter Point
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NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/23/04	PRELIMINARY
2	11/23/04	FINAL PLAT

Crackel Development LLC.
Preserve at Stonewater Subdivision
Auburn Township, Geauga County, Ohio
Final Plat

SCALE: Horiz. 1" = 100' Vert. Same
FILE NAME: Stonewater\2005\200500717697-04
DATE: November 23, 2004

Foresight Engineering Group
Engineers & Surveyors
440 280-1224
120 280-1224 fax
120 280-1224 cell
P.O. Box 44024
Akron, OH 44314

A recorded GRANT OF CONSERVATION EASEMENT encumbers Twenty-Six (26) sublots at THE PRESERVE AT STONEWATER SUBDIVISION, held by Ohio Stream Preservation, Inc. ("OSP") whose address at the time of this filing is P.O. Box 23835, Chagrin Falls, Ohio 44023 and whose phone number at the time of this filing is (440) 439-2920.

Purchasers acknowledge that all Sellers of Property in The Preserve at Stonewater Subdivision are required to pay a Point-of-Sale Stewardship Assessment (Transfer Fee) equal to 0.0025 (0.25%) of the sales price or other consideration paid in connection with the transfer of any interest in such Property, which transfer fee shall be paid to OSP.

ARTICLE 16 - Deed of Declaration of Restrictions:

All THE PRESERVE AT STONEWATER SUBDIVISION lot owners are hereby notified that the jurisdictional wetland areas, regardless of the size of the area, require a permit if you intend to disturb in any way any jurisdictional wetland. The permit must be obtained from the United States Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York, 14207-3199.

Jurisdictional wetlands are located on Sublots 1, 2, 3, 5, 6, 7,8, 10, 14, 15, 25, and 26.

ARTICLE 17 - Deed of Declaration of Restrictions:

The development of THE PRESERVE AT STONEWATER SUBDIVISION is covered by Ohio EPA General Storm Water NPDES Permit(s) For Construction.

The developer, CRACKEL DEVELOPMENT, LLC is required to inform the lot purchaser of the lot purchaser's obligation to file an Individual Lot Notice Of Intent (Individual Lot NOI), and advise that the lot purchaser is required to abide by the terms and conditions of the NPDES Permit.

Each property owner at the THE PRESERVE AT STONEWATER SUBDIVISION is required to submit an Individual Lot Notice of Intent for coverage under Ohio EPA Storm Water Construction General Permit. If you have questions regarding the form or need the form, contact the Ohio EPA Storm Water Unit at (614) 644-2001. The NOI must be sent to the following address:

Ohio Environmental Protection Agency
General Permit Program
P.O. Box 1049
Columbus, Ohio 43266-0149

- NOTES:
1. POND 19 EXTENDS OFF SITE, 1.20 ACRES ON SITE; CONSERVATION EASEMENT STOPS AT PROPERTY LINE.
 2. WETLAND E INCLUDES THE AREA OF POND 2 - 1.06 ACRES.

LEGEND					
	CONSERVATION EASEMENT AREA		STREAM		WETLANDS
	SRALE		TREE LINE		EXISTING STRUCTURE
			EXISTING TRAILS		EXISTING TREE

EXHIBIT B
GRAPHIC SCALE: 1"=160'
Review Final Plot for scaled dimensions

Donald &
Theodore Houeter
vol. 1111, pg. 890

MATCH LINE A2

Conservation Easement
0.5193 Acres
Ohio Stream Preservation, Inc.
Vol. Page

S/L No. 1
2.1692 acres Total
-0.1669 acres in R/W
2.0023 acres Residual

S/L No. 3
2.0048 acres

S/L No. 4
2.0035 acres

S/L No. 5
2.0022 acres

WETLAND G

Conservation Easement
1.4744 Acres
Ohio Stream Preservation, Inc.
Vol. Page

S/L No. 2
2.7867 acres Total
-0.2115 acres in R/W
2.5752 acres Residual

1/2" Utility Easement

Sanctuary Drive 60'

WETLAND K

WETLAND J

WETLAND H
MOZAIC 25% WET

S/L No. 26
6.7654 acres

POND 1

WETLAND E

Conservation
1.42
Ohio Stream
Vol.

POND 2

MATCH LINE Z1

NOTES:
1. WETLAND E INCLUDES THE AREA OF POND 2 - 1.06 ACRES.

LEGEND		LEGEND	
	CONSERVATION EASEMENT AREA		STREAM
	WETLANDS		TREE LINE
	SWALE		EXISTING TRAILS
	EXISTING STRUCTURE		EXISTING TREE

EXHIBIT B

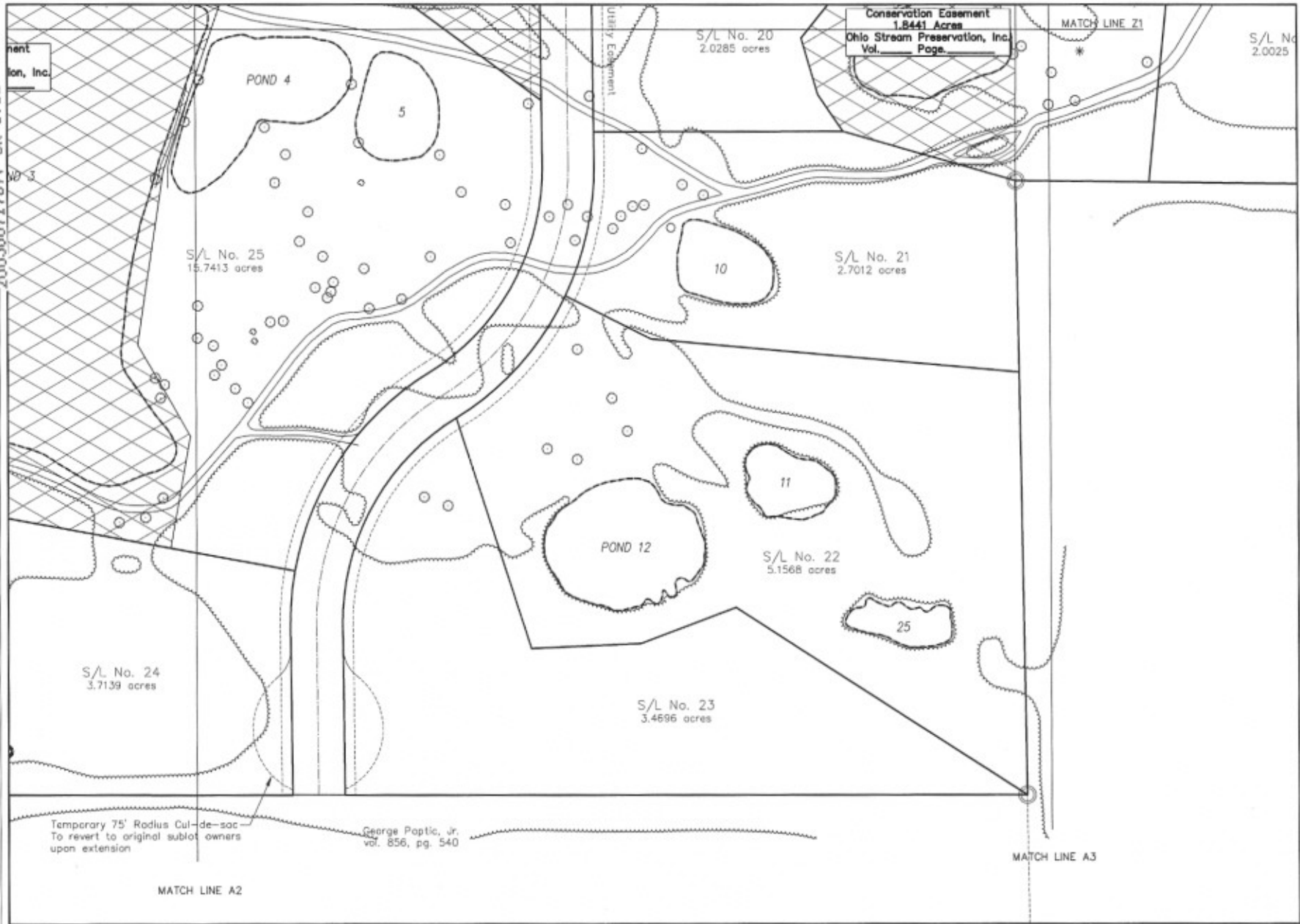
GRAPHIC SCALE: 1"=160'
Review Final Plot for scaled dimensions



NATURAL RESOURCES PLAN - PRESERVE AT STONENEWATER
AUBURN TOWNSHIP, OHIO

P.O. BOX 23835
CHAGRIN FALLS, OHIO 44023
(440) 439-2920 info@ohiostream.org

DATE: MAY 3, 2005
REVISED DATE: MAY 10, 2005



NOTES:
1. WETLAND E INCLUDES THE AREA OF POND 2 - 1.06 ACRES.

LEGEND	
CONSERVATION EASEMENT AREA	STREAM
SWALE	TREE LINE
NETLANDS	EXISTING TRAILS
EXISTING STRUCTURE	EXISTING TREE

EXHIBIT B
GRAPHIC SCALE: 1"=150'
Review Final Plat for scaled dimensions

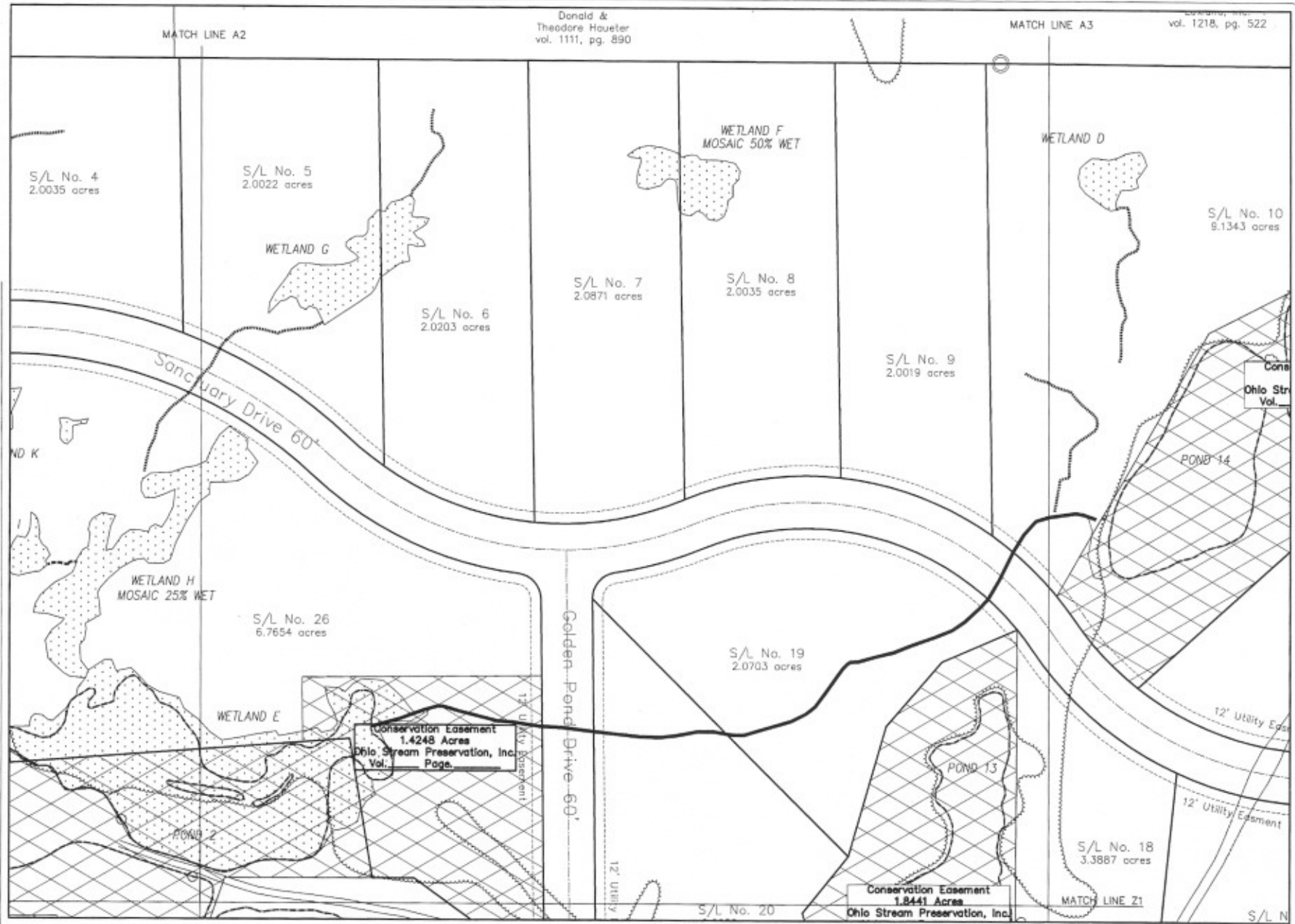
P.O. BOX 23835
CHAGRIN FALLS, OHIO 44023
(440) 439-2920 info@ohiostream.org

NATURAL RESOURCES PLAN - PRESERVE AT STONEWATER
AUBURN TOWNSHIP, OHIO



Donald &
Theodore Haueter
vol. 1111, pg. 890

vol. 1218, pg. 522



NOTES:
1. WETLAND E INCLUDES THE AREA OF POND 2 - 1.06 ACRES.

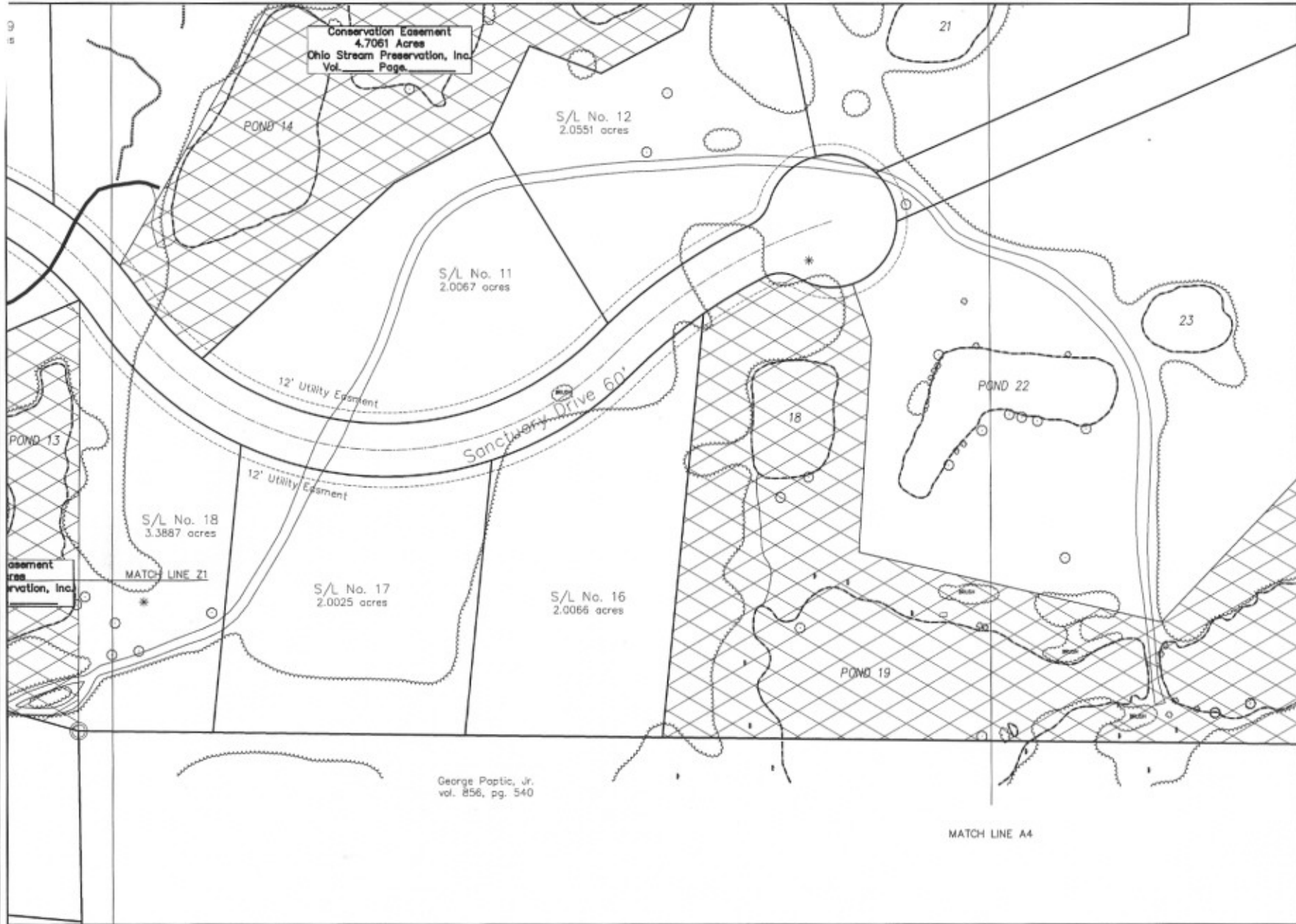
LEGEND	
	WETLANDS
	CONSERVATION EASEMENT AREA
	STREAM
	TREE LINE
	SMALL
	EXISTING TRAILS
	EXISTING STRUCTURE
	EXISTING TREE

EXHIBIT B
GRAPHIC SCALE: 1"=100'
Review Final Plot for scaled dimensions

NATURAL RESOURCES PLAN - PRESERVE AT STONESTWATER
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NOTES:
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LEGEND			
	CONSERVATION EASEMENT AREA		STREAM
	SWALE		TREE LINE
	EXISTING STRUCTURE		EXISTING TRAILS
	WETLANDS		EXISTING TREE

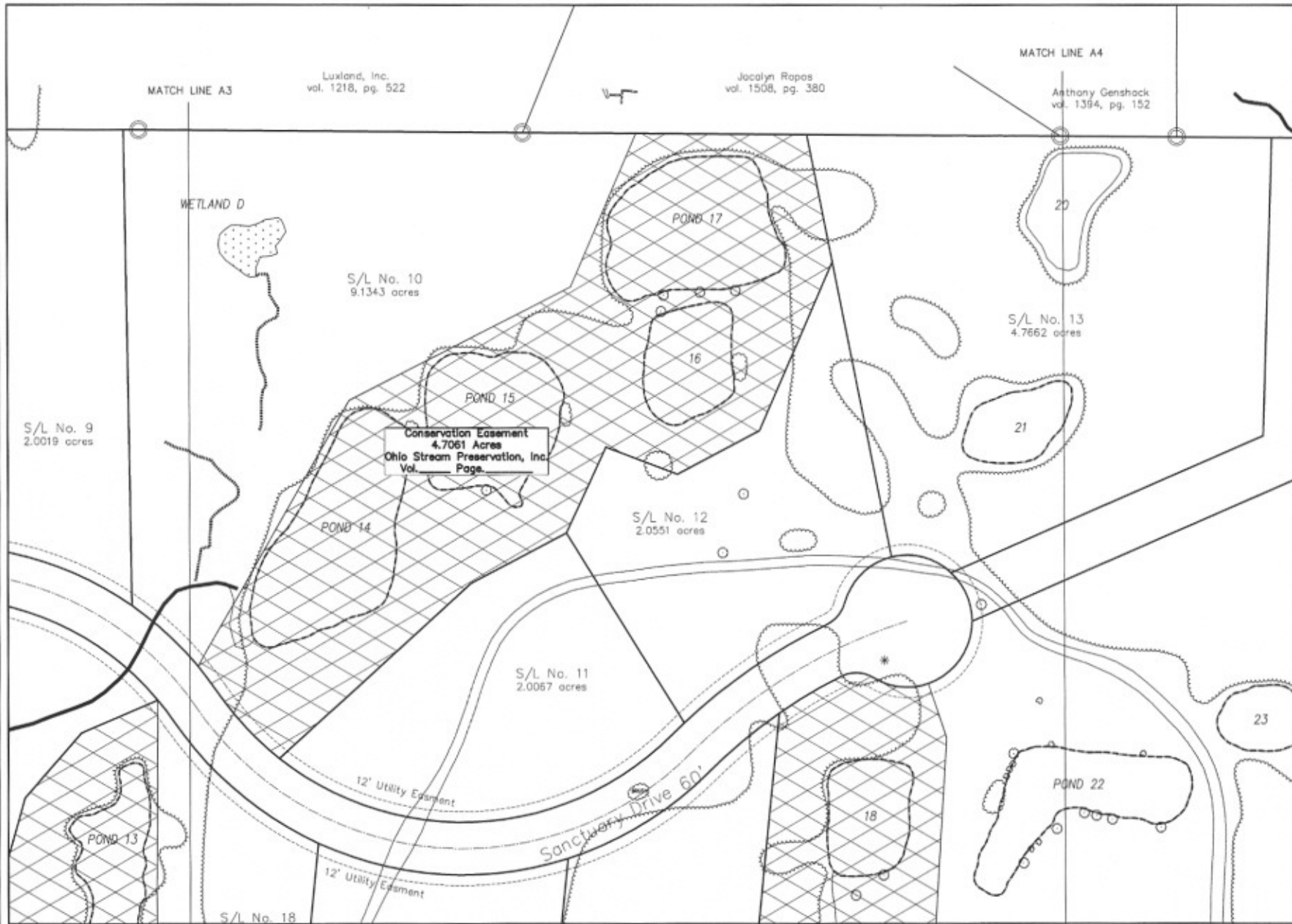
EXHIBIT B
GRAPHIC SCALE: 1"=160'
Review Final Plot for scaled dimensions
→ ←



NATURAL RESOURCES PLAN - PRESERVE AT STONEWATER
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NOTES:
1. WETLAND E INCLUDES THE AREA OF POND 2 - 1.06 ACRES.

LEGEND	
	CONSERVATION EASEMENT AREA
	WETLANDS
	STREAM
	TREE LINE
	SWALE
	EXISTING TRAILS
	EXISTING STRUCTURE
	EXISTING TREE

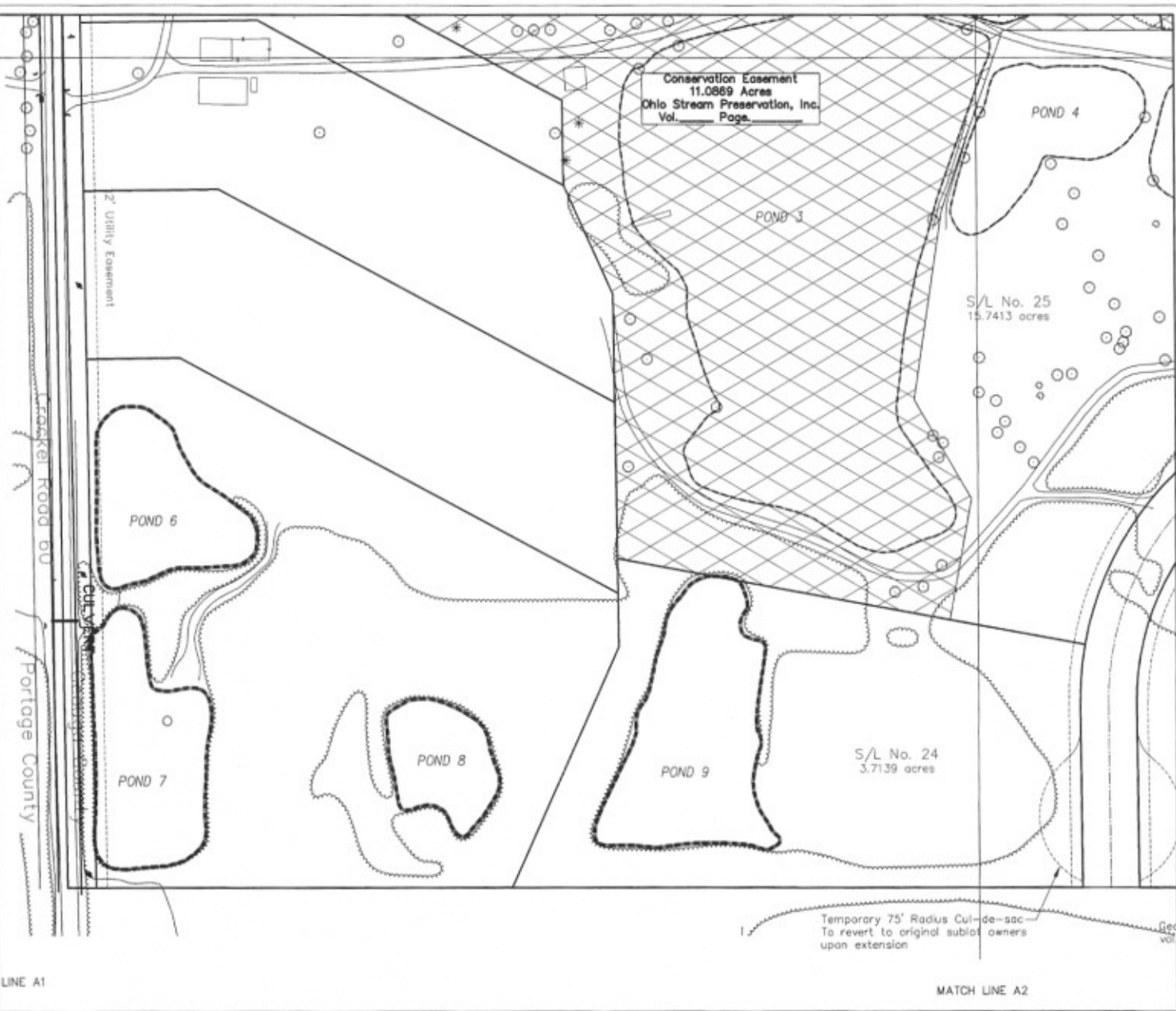
EXHIBIT B
GRAPHIC SCALE: 1"=160'
Review Final Plot for scaled dimensions

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NATURAL RESOURCES PLAN - PRESERVE AT STONEWATER
AUBURN TOWNSHIP, OHIO



MATCH LINE Z1



Conservation Easement
 11.0869 Acres
 Ohio Stream Preservation, Inc.
 Vol. Page

NOTES:
 1. WETLAND E INCLUDES THE AREA OF POND 2 - 1.06 ACRES.

LEGEND			
	CONSERVATION EASEMENT AREA		STREAM
	SWALE		TREE LINE
	EXISTING TRAILS		EXISTING STRUCTURE
	EXISTING TREE		WETLANDS

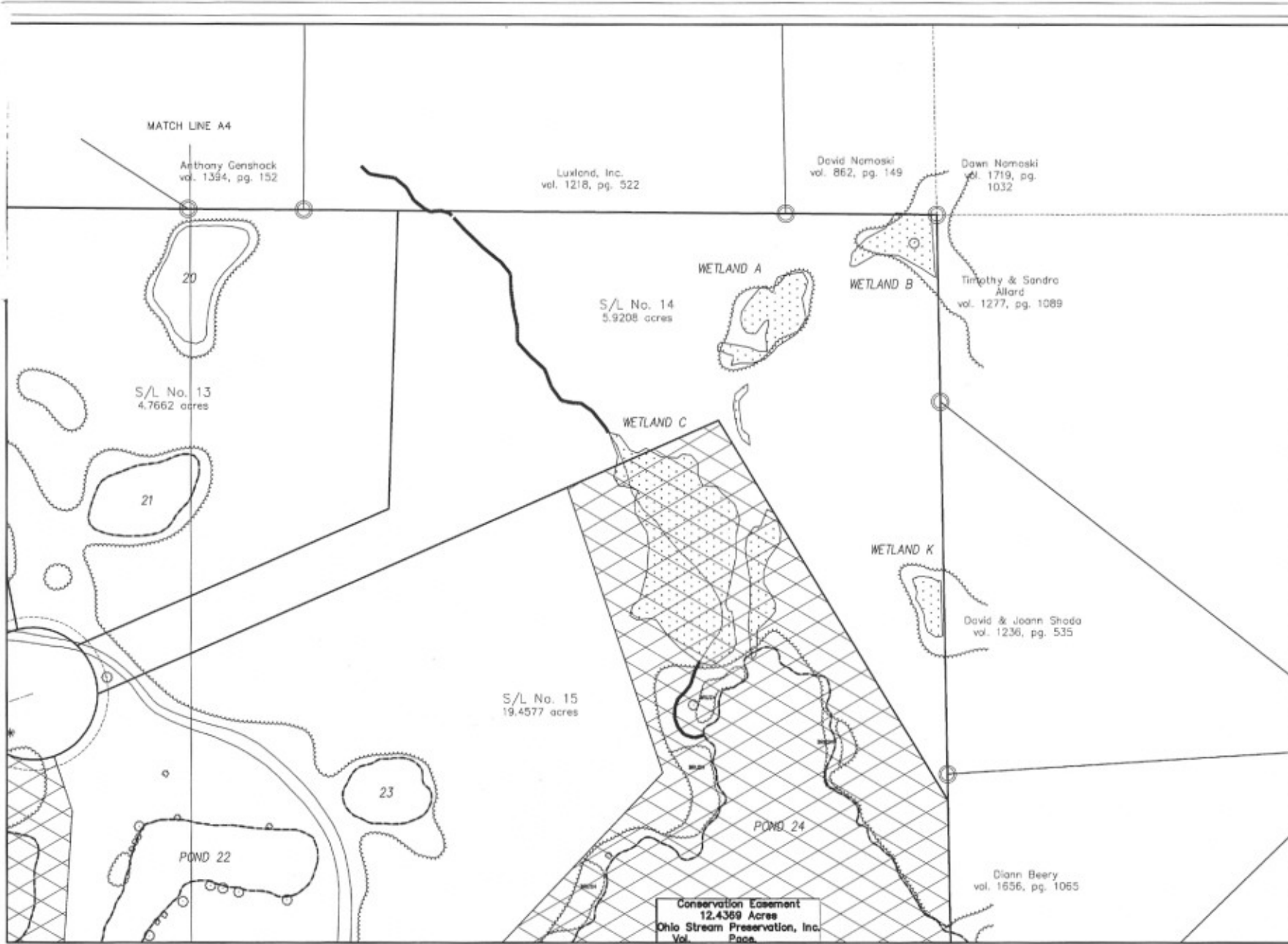
EXHIBIT B
 GRAPHIC SCALE: 1"=100'
 Review Final Plot for scaled dimensions



NATURAL RESOURCES PLAN - PRESERVE AT STONEWATER
 AUBURN TOWNSHIP, OHIO

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DATE: MAY 3, 2005
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NOTES:
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 2. WETLAND E INCLUDES THE AREA OF POND 2 - 1.06 ACRES.

LEGEND		WETLANDS EXISTING STRUCTURE EXISTING TREE	
CONSERVATION EASEMENT AREA SHALE	STREAM TREE LINE EXISTING TRAILS		

Conservation Easement
 12.4369 Acres
 Ohio Stream Preservation, Inc.
 Vol. Page

EXHIBIT B
 GRAPHIC SCALE: 1"=180'
 Review Final Plot for scaled dimensions



NATURAL RESOURCES PLAN - PRESERVE AT STONEWATER
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