

## GRANT OF CONSERVATION EASEMENT

This Grant of a Conservation Easement (“**Conservation Easement**”), is made by City of Parma, Ohio whose mailing address is 6611 Ridge Road Parma, Ohio 44129 (“**Grantor**”) through the Parma Community Improvement Corporation to West Creek Preservation Committee, whose mailing address is P.O. Box 347113, Parma, Ohio 44134 (“**Grantee**”).

### Recitals:

- A. Grantor owns certain real property in fee simple situated in Parma, Ohio known as Permanent Parcel No. 450-18-001 (“**Grantor’s Property**”). Grantee desires to protect that certain portion of Grantor’s Property which is legally described on Exhibit A and depicted on Exhibit B attached hereto (“**Protected Property**”) which has substantial values as a scenic, natural, aesthetic and educational resource in its present state (collectively, “**Conservation Values**”).
- B. Grantee applied for and has received a grant from the State of Ohio (“**Grant**”), acting by and through the Director of the Ohio Public Works Commission (“**OPWC**”), pursuant to Ohio Revised Code §164.20 et seq.. Grantee’s application for the Grant proposes to use the Grant funds for open space acquisition and related development or to protect and enhance riparian corridors, including the acquisition of conservation easements, as set forth more specifically in its Grant application.
- C. By the conveyance and acceptance of this Conservation Easement, Grantor and Grantee desire to protect the Conservation Values of the Protected Property. This includes preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with its existing condition intending that native plants and wildlife are permitted to carry out their life cycles without inappropriate human interference.
- D. Grantor conveys to Grantee pursuant to this Conservation Easement the right to preserve and protect the Conservation Values of the Protected Property in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement; and Grantee by accepting this Conservation Easement intends to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the

Conservation Values of the Protected Property according to the terms of this Conservation Easement.

- E. Grantor and Grantee intend that the Conservation Easement hereby granted shall be a “conservation easement” as defined in Section 5301.67 of the Ohio Revised Code.

**NOW, THEREFORE**, in consideration of the Recitals, the mutual promises, covenants, terms, conditions and restrictions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Property, for the purposes of preserving, protecting, and maintaining the Conservation Values of the Protected Property in its existing condition, together with the right of access, and of visual access to and view of the Protected Property in its existing natural and scenic condition.

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

**I. Rights and Responsibilities of Grantor:**

Grantor agrees as follows:

1. Except as otherwise herein provided, the Protected Property shall remain in its existing and natural condition and be managed in a manner consistent with the preservation of its Conservation Values. Each and every other activity or construction that might endanger the existing condition, the Conservation Values, and educational state of the Protected Property is forbidden. Without limiting the generality of the foregoing, it is Grantor’s intent that this Conservation Easement prohibits commercial, industrial, or residential use of the Protected Property.
2. There shall be no activities or uses detrimental to water purity on the Protected Property and no alteration or manipulation of the natural water courses, streams, gorges, marshes, wetlands, ponds or other water bodies by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland and water course attributes and except as may be necessary to (i) prevent or halt soil erosion, soil slippage, and damage from erosion or (ii) maintain, repair or remove existing small dams and ponds.
3. No roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed on the Protected Property except as herein described. No fences shall be hereafter erected on the Protected Property, except that any existing fences may be maintained, repaired, replaced or removed as needed, and except that fences may be installed, upon consent of Grantee, along the Protected Property boundary or around special preserved or restricted areas for ecological and conservation

purposes, provided that any fence or fence maintenance does not impede stream and water flow and further provided that such installation or maintenance shall be performed with minimal disturbance to vegetation within the easement. The area needed to install or repair such fences shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

4. There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Protected Property, and no changing of its topography through the placing of soil or other substance or material such as landfill or dredging spoils, except in accordance with accepted conservation procedures designed to enhance wetland and/or water course attributes. All trash or nonconforming material that is dumped or placed on the Protected Property shall be removed from the Protected Property by the person or entity performing the dumping within 30 days of first being found.
5. There shall be no fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, of the surface or subsurface of the Protected Property in any manner except as may be required in the course of any activity permitted herein and in accordance with generally accepted conservation procedures excepting what is necessary for the maintenance of foot trails, and that caused by the forces of nature. Grantor shall take all reasonable steps to attempt to prevent drilling for oil or gas or similar substances, as well as to attempt to prevent any part of the Protected Property becoming a part of any drilling unit for oil and gas production
6. No power lines, transmission lines, nor communications towers may be erected. No interests in the Protected Property shall be granted for such purposes. It is the intent of this provision to grant to the Grantee such an interest in the Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right to maintain and repair existing telephone, electric, sewer, stormwater, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, Grantor's successors or assigns. The area needed to repair such facilities shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the disturbed area shall be restored at the Grantor's expense to its previous state or as near as practical.
7. There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface. Nor shall there be actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation on the Protected Property.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Protected Property except in accordance with accepted conservation procedures designed to enhance natural areas, wetland and/or water course attributes. Nor shall there be any use of fertilizers, spraying with biocides or pesticides (to combat insects which pose a health hazard), introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat except in accordance with applicable laws, good husbandry practices, the Management Plan (hereafter defined) and enhancement of wildlife habitats. Notwithstanding the foregoing, vegetation on the Protected Property may be managed as may be necessary for:
  - A. the control or prevention of imminent hazard, disease or fire and 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 provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
  - C. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left laying in place except for blocking streams;
  - D. environmental study or evaluation and/or wildlife habitat enhancement; and
  - E. the maintenance of any utilities or facilities that exist as of the date of the recording of this Conservation Easement.
9. There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Property except for police cars, emergency vehicles, and equipment necessary to accomplish the installation, maintenance or repair activities allowed herein.
10. There shall be no hunting or trapping on the Protected Property, except to the extent specifically approved of in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.
11. No signs or advertising of any kind or nature shall be located on the Protected Property except for:
  - A. Signs stating that it is burdened by this Conservation Easement and the name and address of the Protected Property or marking the entrances, directions and boundaries on the Protected Property in favor of the Grantee. Grantee shall have the right to post or clearly mark the boundaries of the Protected Property in compliance with Grantee's policies.

- B. Grantee shall have the right to post signage recognizing funding sources and grants that were used in the acquisition, enhancement, and/or protection of the Protected Property or easement as well as signs, memorials, monuments and other similar signs to promote the Protected Property. Grantor and Grantee may construct and maintain interpretive displays and signage.
  - C. Grantor and/or Grantee may erect signs on the Protected Property to warn the visitors of hazards (if any), and to notify visitors of prohibited activities.
12. Grantor expressly reserves for Grantor, Grantor's successors and assigns, the right to use the Protected Property for all purposes consistent with this Conservation Easement provided the same shall not prevent or interfere with the full use and enjoyment of the Conservation Easement by Grantee or be inconsistent with the purposes of the Conservation Easement or be destructive of the Protected Property's Conservation Values. Grantee specifically reserves the right to allow the continued present use and operation of the Protected Property as an urban farm and public access park, and to construct, maintain and replace improvements, including access drives, parking lots, observation structures, pavilions and restroom facilities, memorials and monuments, perimeter fencing and gates, paths for pedestrian, equestrian and other non-motorized vehicular use by the public, and structures used for the maintenance of the Protected Property, and other structures related to the maintenance, restoration, enhancement, preservation and/or permitted uses of the Protected Property. Neither the construction, maintenance and use of any said structures nor use and operation as an urban farm shall substantially harm the existing Conservation Values of the Protected Property. Grantor and Grantee shall have the right to conduct tours, interpretive programs, and educational activities on the Protected Property
13. Grantor and Grantee may adopt a management plan for the care and maintenance of the Protected Property and its Conservation Values in accordance with the terms and conditions of this Conservation Easement ("**Management Plan**"). The Management Plan, and any future amendments or updates to the Management Plan will be subject to the review and approval of Grantor and Grantee. Grantor and Grantee each shall have the right to:
- A. construct stream and wetland enhancement and/or restoration projects that prevent soil erosion, result in improved stream water quality, and enhance wildlife habitat, and
  - B. construct or maintain (i) a 12 foot wide (including berms) all-purpose, Americans with Disabilities Act compliant, non-motorized recreational trail that is also suitable for small emergency vehicles and (ii) unpaved foot trails on the Protected Property.

Such projects must be installed with minimal impact to the environment and streams and be in compliance with the Management Plan and approved in advance by Grantor and Grantee. The trails, including their design, location, and operation, will be in compliance with the Management Plan approved by Grantee.

14. Grantor shall grant, give, and convey the right to Grantee to install scientific equipment necessary to monitor, study, test, record and produce data or other information relating to environmental conditions, wildlife habitat, and water quality.
15. The Protected Property shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than one single parcel.

## **II. Perpetual Restrictions**

The restrictions set forth in this Conservation Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by Grantor, Grantee and OPWC. This Conservation Easement and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified by Grantor and Grantee without the prior written consent of OPWC which consent may be withheld in its sole and absolute discretion.

## **III. Present Conveyance of Real Property Interest**

This Conservation Easement constitutes a real property interest immediately vested in the Grantee.

## **IV. Future Conveyances by Grantor**

Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be incorporated by reference in any subsequent deed, or other legal instrument, by which Grantor divests itself of either the fee simple title to, or of its possessory interest in the Protected Property.

## **V. Amendments**

This Conservation Easement may be amended only with the written consent of the Grantor, Grantee, and OPWC. Notwithstanding the foregoing, no party shall withhold its consent to any amendment of this Conservation Easement if the effect of such amendment is neutral with respect to or enhances the purposes of the Conservation Easement, such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments, such amendment does not adversely affect the qualification of the Conservation Easement or the status of Grantee under any applicable laws of the State of Ohio and is reasonably required by any funding source for the development of the Protected Property. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall be recorded in the Official Records of Cuyahoga County, Ohio.

**VI. Intentionally omitted.**

**VII. Remediation**

In the event a violation of these terms, conditions, or restrictions is found to exist, Grantee may, after notice to Grantor, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction such violation, to require the restoration of the Protected Property to its prior condition, and/or for damages for breach of covenant. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by natural fire, floods, storm, or unauthorized wrongful acts of third persons.

**VIII. Releases of Certain Substances**

If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property 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 and Grantee shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

**IX. Existing Licenses.**

Grantee acknowledges certain existing License Agreements between Grantor and (1) the Parma Area Historical Society and (2) the Cuyahoga County Board of Developmental Disabilities, and agrees that Grantee shall take no action pursuant to this Conservation Easement which will interfere with the rights, duties and obligations of any of the parties to such License Agreements.

**X. Right of Inspection and Access**

Grantee, or its duly authorized representative, may enter the Protected Property at any time on any day. Grantor shall allow access across any of Grantor's adjacent properties if access from a public street to the Protected Property is for any reason unavailable.

**XI. Grantee's Rights and Remedies**

A. In order to accomplish the purposes of this Conservation Easement, the following rights and remedies are conveyed to Grantee, so that Grantee may: (1) preserve and protect the Conservation Values of the Protected Property, (2) prevent any activity on or use of the Protected Property which is inconsistent with the purposes of this Conservation Easement, and (3) require the restoration of any areas of the Protected Property that may be damaged by any unauthorized activity or use.

B. To accomplish the purposes of this Conservation Easement, Grantee, its employees, representatives, and agents, shall be entitled to enter in, upon, and over the entire Protected Property at any reasonable time and from time to time, (a) for conservation, educational and interpretive activities, (b) to monitor Grantor's compliance with and otherwise to enforce, the terms, conditions, and restrictions of this Conservation Easement, (c) to prevent any activity or use that is inconsistent with the purposes of this Conservation Easement, (d) to require or effect restoration of such areas or features of the Protected Property that may be or have been damaged, and (e) to oversee Grantor's habitat and other management activities (collectively, "**Conservation Activities**"). In order to preserve, protect and enhance the Conservation Values of the Protected Property. Grantee shall have the right to manage the Protected Property by performing any of the following including, but not limited to:

- i. planting trees, shrubs, and perennial and/or annual plants;
- ii. removing nuisance and/or non-native flora and fauna by any lawful means;
- iii. placing nesting structures for waterfowl and other birds;
- iv. trimming, cutting, and/or removing plants to improve habitat potential for fish, plants, and wildlife;
- v. restoring wetlands, "prairie lands" and other endangered habitats that have been previously disturbed, which restoration may require, without limitation, manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies;
- vi. performing any and all maintenance or repair activities;
- vii. conducting biological or water quality surveys and installing scientific instrumentation ancillary thereto; and
- viii. constructing and maintaining trails and related amenities, including without limitation: (i) a trailhead development, consisting of, amongst other facilities: (a) a trailhead driveway, (b) parking areas, (c) a recreational pavilion for picnicking or other recreational activities, (d) an interpretive/environmental education facility, and (e) restrooms; and (ii) other trail facilities consisting of, amongst other matters: (a) an all-purpose handicapped pedestrian trail that is also suitable for emergency vehicles being not more than twelve (12) feet wide including berms, (b) trail bridges, (c) boardwalks, (d) restroom facilities, and (e) observation structures.

C. Notwithstanding anything to the contrary hereinbefore set forth, all of the Conservation Activities and any management activities permitted herein shall be conducted in accordance with the requirements of this Conservation Easement and sound

preservation/conservation practices without violating applicable governmental laws, rules and regulations. Each party shall use reasonable efforts to keep the other apprised of all significant activities to be conducted on the Protected Property.

D. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to 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 Protected Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved in writing by Grantee.

E. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction, and to require the restoration of the Protected Property in the condition that existed prior to any such injury.

F. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages (as awarded by the Court) for the loss of any scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.

G. If Grantee determines that circumstances require immediate or emergency action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section while providing concurrent notice to Grantor. Grantor and Grantee shall cooperate to resolve and/or remedy the potential or actual damage to the Conservation Values of the Protected Property as soon as possible and make every effort to effect such resolution or remediation within 30 days of the aforementioned notice to Grantor.

H. Grantor agrees that the remedies at law for Grantee 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 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. The remedies of Grantee described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

I. All costs incurred by Grantee in enforcing the terms of this 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. Grantor shall pay no costs in the event the judgment is in Grantor's favor.

J. 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 Grantee of such term or of any subsequent breach of the same. No delay or omission by Grantee in the exercise of any right or remedy shall be construed as a waiver.

K. Grantor hereby waives any defenses of laches, estoppel, or prescription.

L. Nothing in this section will prevent Grantor or Grantee from proceeding immediately against third parties who cause violations of this Conservation Easement.

M. It is specifically acknowledged that the remedies in this section will not apply to violations caused by third parties, war, Acts of God, force majeure or other causes beyond the control of Grantor.

## **XII. Enforcement by OPWC**

If Grantor should fail to observe the covenants and restrictions set forth herein, Grantor will have ninety (90) days after receipt of specific written notice of the violation from the OPWC to either dispute the violation notice or cure the violation. As long as Grantor is diligent in rectifying a violation, the cure period may be extended an additional ninety (90) days. In the event the Grantor is unable to rectify the violation and the violation is material, Grantor shall pay to the OPWC upon demand both: 1) all grant funds disbursed to the Grantor, and 2) liquidated damages equal to one hundred percent (100%) of the funds disbursed by the OPWC together with interest accruing at the rate of six percent (6%) per annum from the date of Grantor's receipt of the Grant. Grantor acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event a breach or violation of the covenants and restrictions set forth herein, the determination of which is not readily ascertainable. OPWC shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and covenants set forth herein. Failure by OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

## **XIII. Restriction on Transfer of the Property**

Grantor shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Protected Property without the prior written consent of OPWC, which consent may be withheld in its sole discretion; provided however, such consent will not be unreasonably withheld or delayed in the event the Protected Property is transferred to

a municipality, governmental entity, park district, or other private entity with a express purpose of owning and maintaining natural conservation areas or parks.

#### **XIV. Payment of Taxes and Special Assessments:**

Grantor shall pay all taxes and special assessments validly assessed and levied against Grantor's Property, including any such taxes validly levied and assessed against the Conservation Easement by competent authorities, and shall bear all costs of maintenance, insurance and any liabilities related to the Protected Property.

#### **XV. Eminent Domain**

If all or part of the Protected Property 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, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Property (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Protected Property, such proportion to be established by using the relationship at the time of this Conservation Easement, of the fair market value of the Protected Property encumbered by this Conservation Easement as compared to the fair market value of the Protected Property as unencumbered by the Conservation Easement.

#### **XVI. Transfer by Grantee**

Grantee shall have the right to transfer this perpetual Conservation Easement to any organization which is eligible to hold a conservation easement under the laws of the State of Ohio that agrees to the terms, conditions, restrictions, and purposes of this Conservation Easement, provided that such transfer shall be subject to the prior written consent of the OPWC, whose consent will not be unreasonably withheld or delayed. Grantee shall provide Grantor and OPWC 30 days advance notice of such transfer.

#### **XVII. Surveys**

If any future concerns about the Protected Property boundaries arise and cannot be resolved between Grantor and Grantee, Grantor will survey, or cause to be surveyed, the Protected Property. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. The Protected Property survey will be paid for in full by the Grantor, unless the survey results substantiate the Grantor's position, in which case Grantee shall pay said fees.

### **XVIII. Recording and Deed Reference:**

This Conservation Easement will be filed and recorded with the Cuyahoga County Recorders Office by Grantee. Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessor interest in the Protected Property. Furthermore, Grantor agrees that if a new plat plan is being done for the Protected Property, the Conservation Easement will be referred to on the registered plat plan.

### **XIX. Grantor's Continuing Obligation**

Grantor's continuing obligations hereunder shall cease upon transfer of Grantor's interest in the Protected Property, provided however, that Grantor shall remain liable to Grantee for any breach of the warranties, representation, covenants, and/or promises contained herein occurring or existing prior to the date of such transfer. Grantor shall provide Grantee 30 days advance notice of any such transfer.

### **XX. Miscellaneous:**

- A. Ohio Law to Govern. The laws of the State of Ohio shall govern this Conservation Easement. If any provision herein is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby. This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of the Conservation Easement.
- B. Counterparts. The parties may execute this Conservation Easement 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 counterpart recorded by Grantee shall be controlling.
- C. Nature of Easement. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Conservation 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 and that the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.
- D. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

The notice addresses of the parties are as follows:

OPWC: Ohio Public Works Commission  
65 East State Street, Suite 312  
Columbus, Ohio 43215  
Attn: Director

Grantor: City of Parma  
6611 Ridge Road  
Parma, Ohio 44129

Grantee: West Creek Preservation Committee  
PO Box 347113  
Parma, Ohio 44134

**TO HAVE AND HOLD** unto Grantee, its successors and assigns forever. The covenants agreed to and the terms, obligations, conditions, restrictions, and purposes imposed as aforesaid, shall be binding upon and inure to the benefit of Grantor, Grantee, and OPWC and their respective, grantees, successors and assigns, and all other successors in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

**IN WITNESS WHEREOF**, Grantor sets his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Grantor: City of Parma

By: \_\_\_\_\_

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014 by Mayor \_\_\_\_\_, on behalf of the City of Parma.

\_\_\_\_\_  
Notary Public

**ACCEPTANCE**

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

IN WITNESS WHEREOF, WEST CREEK PRESERVATION COMMITTEE, has executed and delivered this ACCEPTANCE this \_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTEE: WEST CREEK  
PRESERVATION COMMITTEE

By: \_\_\_\_\_  
Derek Schafer, Executive Director

By: \_\_\_\_\_  
Jeffrey W. Lennartz, Board Chair



LEGAL DESCRIPTION OF EASEMENT AREA  
OF P.P. NO. 450-18-001

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Parma Township Lot No. 17 in the Ely Tract, and more fully described as follows:

Beginning in the centerline of Ridge Road (100 feet wide), at the Northwesterly corner of land conveyed to The City of Parma by deed dated May 10, 1944 and recorded in Volume 15261, Page 953 of Cuyahoga County Records;

Thence Southerly along the centerline of Ridge Road, 243.50 feet to a point;

Thence Easterly, parallel with the Southerly line of said parcel conveyed to the City of Parma, 675.00 feet to a point;

Thence Southerly, parallel with the centerline of Ridge Road, as aforesaid, 400.00 feet to a point on the Southerly line of said parcel conveyed to the City of Parma;

Thence Easterly along the Southerly line of said parcel conveyed to the City of Parma 2642.70 feet to a point at the Southeasterly corner thereof;

Thence Northerly along the Easterly line of said parcel conveyed to the City of Parma about 643.25 feet to a point at the Northeasterly corner thereof;

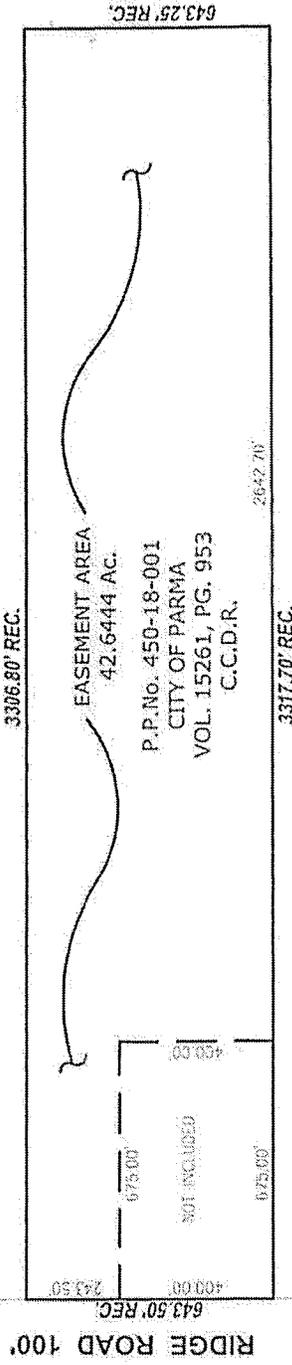
Thence Westerly along the Northerly line of said parcel conveyed to the City of Parma 3306.80 feet to a point and the place of beginning, be the same more or less.

**EXHIBIT A**

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION OF  
**EASEMENT AREA**

SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL PARMA TOWNSHIP LOT No. 17 IN THE ELY TRACT.

*The Western Reserve Surveying Co.*  
Cleveland, Ohio



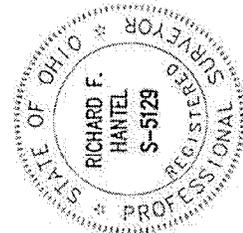
P.P. No. 450-18-001  
CITY OF PARMA  
VOL. 15261, PG. 953  
C.C.D.R.

2642.70'

3306.80' REC.

3317.70' REC.

N



A-4761

**EXHIBIT B**