

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of September __, 2006 between the **CITY OF NORTH ROYALTON, OHIO (the “CONR”)**, a municipal corporation and political subdivision organized under the laws and Constitution of the State of Ohio; **THE NORTH ROYALTON CITY SCHOOLS DISTRICT BOARD OF EDUCATION, (“NRCS”)** and **WESTERN RESERVE LAND CONSERVANCY (“WRLC”)**, a non-profit corporation organized under the laws of the State of Ohio.

RECITALS

- A. Chippewa Creek is listed by the Ohio EPA as one of the highest quality streams flowing into the lower Cuyahoga River and a major portion of the Chippewa Creek Watershed is located within the City of North Royalton; and
- B. Chippewa Creek is a tributary to the Cuyahoga River, which is an area of concern as recognized by the International Joint Commission, and tributary based watershed stewardship is a necessary component of supporting the recovery of the Cuyahoga River and Lake Erie; and
- C. Chippewa Creek is under significant threat from the increasing effects from urbanization; and
- D. The City of North Royalton has directly endured the impacts of uncoordinated watershed planning and recognizes the importance of integrated watershed protection measures and wishes to protect and preserve Chippewa Creek and the related watershed; and
- E. Healthy watersheds have well-vegetated wetlands and riparian areas that reduce pollutant-loading by removing excess nutrients and other chemicals from surrounding areas; and
- F. The City of North Royalton has codified the Northeast Ohio Regional Storm Water Ordinances “Controlling Site Soil Erosion, Sediment and other Wastes and Storm Water Runoff, Controlling Post-Construction Water Quality Runoff and Controlling Riparian Setbacks and Wetland Setbacks”; and
- G. The communities of the Chippewa Creek Watershed, including CONR, have supported the development of a pilot project on behalf of the Ohio Lake Erie Commission to develop effective techniques to implement watershed based planning and development; and
- H. NRCS owns ten (10) or more acres of property adjacent to its property located at Valley Vista Elementary School, 4049 Wallings Road, North Royalton, Ohio which is located in the Chippewa Creek Watershed; and
- I. The State of Ohio created the Clean Ohio Conservation Grant which permits a political subdivision to apply for grant money for projects involving saving land as open space and saving riparian corridors from development and imposing a conservation easement on such lands. The grant permits the funds to be used for land acquisition costs and certain passive development costs including soft costs such as surveys and appraisals; and

- J. CONR desires to make application for a Clean Ohio Conservation Grant for financial assistance to acquire land in fee simple from NRCS and to assemble other land contiguous thereto through conservation easements for the purpose of conserving the riparian corridor and adjacent property surrounding Chippewa Creek and the vernal pool at the property of NRCS at Valley Vista Elementary School on Wallings Road; and
- K. NRCS desires to cooperate with CONR in its application by agreeing to sell certain land contiguous to the Chippewa Creek owned by NRCS as described above, contingent upon the CONR application being accepted and funded by the Clean Ohio Conservation Grant further contingent upon NRCS being made whole by CONR as provided in Paragraph 1(b) below; and
- L. Western Reserve Land Conservancy (WRLC) is a non-profit entity whose purpose includes accepting and monitoring conservation easements on property sought to be conserved to preserve the various wetland and riparian features of the property; and
- M. WRLC has agreed to accept a conservation easement on the property described herein provided that the grant application by CONR to Ohio Clean Water Grant Program is successfully accepted and funded.

AGREEMENT

The parties hereby agree to cooperate with one another in the application for grant money through Clean Ohio Conservation Grant and to perform as specified herein.

1. In consideration of the foregoing, NRCS agrees to do the following:
 - a. Commits to assist CONR in its application for Clean Ohio Conservation Grant by agreeing to sell to CONR ten (10) acres of land and grant to WRLC a conservation easement of approximately 6.5 acres all as denoted as parcel(s) A-1 and B-1 as more fully described in Exhibit A, attached hereto and incorporated herein fully by reference ;
 - b. Agrees to accept \$300,000.00 as the fair market value for the property described in paragraph 1(a) and Exhibit A;
 - c. Agrees to retain the right to use the riparian corridor and vernal pool for education purposes in the same manner as said property has been utilized by NRCS in the past;
 - d. Agrees to hold the property for CONR as stated herein until the decision on grant applications is final in about December, 2006 except for granting an easement to Zillich Homes for a vehicle turnaround;
 - e. Agrees it will not be responsible for any local matching funds.

2. CONR agrees to do the following:
 - a. Make application for a grant through Clean Ohio Conservation Grant for the purchase of the real property owned by NRCS and described above and in Exhibit A;
 - b. Upon being notified of a successful application wherein the grant is approved in the same form as applied for and full amount of funds applied for are received, agrees to transfer to NRCS \$300,000.00 as the fair market value for the property described in paragraph 1(a) and Exhibit A and to accept title to said property in the name of CONR;
 - c. Agrees to permit NRCS to retain the right to use the riparian corridor and vernal pool for education purposes in the same manner as said property has been utilized by NRCS in the past
 - d. Agrees to coordinate the local matching funds requirement.

3. WRLC agrees to the following:
 - a. Accept a conservation easement on the land described in paragraph 1(a) and Exhibit A of this agreement.
 - b. Agrees to include in the conservation easement a provision to allow NRCS to continue to utilize the property in the same manner as previously utilized for educational purposes.
 - c. Agrees to act as a conduit to accept and transfer funds for the local matching funds as part of the grant process.

4. The parties hereto agree that in the event of a successful application resulting in the award of a grant through the Clean Ohio Conservation Grant, then the parties further agree to negotiate such additional terms for the implementation of said grant.

5. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

6. Captions. The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Agreement.

7. Entire Agreement. This Agreement and all exhibits represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written negotiations and agreements between the parties. This Agreement can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this Agreement or to the appropriate attachment and which is signed by duly authorized officials of both parties.

8. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be an original, but all of said counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials and officers as of this ____ day of September, 2006.

CITY OF NORTH ROYALTON, OHIO

NORTH ROYALTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____

By: _____
Its Board President

Title: _____

Title: _____

By: _____
Its Superintendent

By: _____
Its Treasurer

WESTERN RESERVE LAND CONSERVANCY

By: _____

Title: _____

Approved as to legal form:

Thomas P. O'Donnell, Esq.
Director of Law
City of North Royalton, Ohio