

EXHIBIT B

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT (this "Grant") is made as of the ____ day of _____, 200__, by _____, of _____ (hereinafter referred to as "Grantor"), to the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio, of 4101 Fulton Parkway, Cleveland, Ohio 44144 (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in the City of _____, County of _____, State of Ohio, and known as Permanent Parcel No. _____ (the "Grantor Property"); and

WHEREAS, [a portion of] the Grantor Property is a substantially undisturbed, natural, scenic, and open or wooded area that contains streams, lakes, swamplands, and wetlands as suitable habitat for fish, plants, and wildlife and, therefore, has conservation values, including natural, scenic, educational, and aesthetic values, in its present state; and

WHEREAS, Grantee is a political subdivision of the State of Ohio organized and operating as a park district pursuant to Chapter 1545 of the Ohio Revised Code, and Grantee desires to accept this Grant for the purpose of conserving the conservation values of a portion of the Grantor Property, as set forth herein, and for those public purposes set forth in Chapter 1545 and in Section 5301.67 et seq. of the Ohio Revised Code.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and pursuant to the laws of the State of Ohio and, in particular, Chapter 1545, including Section 1545.11, and Sections 5301.67 et seq. of the Ohio Revised Code, Grantor, for Grantor and its successors and assigns, hereby grants, gives, and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a conservation easement in, upon, and over [a portion of] the Grantor Property, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Protected Property"), of the nature and character and to the extent hereinafter set forth (the "Easement").

1. Purpose. It is the purpose of this Grant to conserve the natural resources of the State of Ohio, including but not limited to streams, lakes, and swamplands, through the protection, preservation, and maintenance of the Protected Property, forever as an undisturbed, natural, scenic, and open or wooded area, as a habitat for fish, plants, and wildlife of all types, as a buffer zone for _____ Reservation and associated lands of Grantee, and as a location for educational and recreational activities conducted by Grantee or its permittees.

2. Management Activities. To accomplish the purpose of this Grant, Grantee, its employees, representatives, and agents, shall be entitled, at Grantee's sole cost and expense, to enter in, upon, and over the entire Protected Property without notice, at any reasonable time and from time to time, to monitor Grantor's compliance with, and otherwise to enforce, the terms, conditions, and restrictions of this Grant, to prevent any activity or use that is inconsistent with the purpose of this Grant, to require or effect restoration of such areas or features of the Protected Property that may be or have been damaged, and to undertake habitat and other management activities (collectively, the "Management Activities") in order to preserve and protect the conservation values, including natural, scenic, educational, and aesthetic values, of the Protected Property. Management options included among Management Activities include, but are not limited to:

- (a) Planting trees, shrubs, and perennial and/or annual plants;
- (b) Removing nuisance and/or non-native flora and fauna by any lawful means;
- (c) Placing nesting structures for waterfowl and other birds;
- (d) Trimming, cutting, and/or removing plants to improve habitat potential for fish, plants, and wildlife;
- (e) Restoring wetlands 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;
- (f) Conducting biological surveys; and
- (g) Erecting walkways, piers, and/or other structures related to the purpose of this Grant.

3. Terms, Conditions, and Restrictions Upon Use. Any activity or use of the Protected Property by Grantor inconsistent with the purpose of this Grant is prohibited absolutely. Without limiting the generality of the foregoing, but subject to Management Activities, the following terms, conditions, and restrictions upon the use of the Protected Property, and the acts that Grantor covenants to refrain from doing, specifically are imposed:

- (a) The Protected Property shall be kept in perpetuity in its undisturbed, natural, scenic, and open or wooded state, and no buildings, billboards, or other structures of any kind, either temporary or permanent, shall be placed or erected on the Protected Property by parties other than Grantee, or Grantee's employees, representatives, or agents.
- (b) There shall be no dumping or other placement of soil, trash, ashes, garbage, waste, or other substance or material of any kind. There shall be no altering of the topography or placing of soil or any other substance or material such as, without limitation, landfill or dredging spoils.
- (c) There shall be no spraying with herbicides or pesticides.
- (d) No power transmission lines shall be permitted to be erected, and no interest for the purpose of power transmission lines shall be granted.
- (e) There shall be no fillings, excavating, dredging, drilling, mining, or removing loam, gravel, soil, rock, sand, minerals, oil or gas, or other substances or materials.
- (f) There shall be no activity, action, or use deemed by Grantee to be detrimental or adverse to water conservation, erosion control, soil conservation, or fish, plants, and wildlife or habitat preservation.
- (g) There shall be no manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies or activities or uses detrimental to water purity.
- (h) There shall be no operation of snowmobiles, dune buggies, motorcycles, or any other recreational motorized vehicles.

- (i) There shall be no hunting, trapping, or fishing by parties other than Grantee, or Grantee's employees, representatives, or agents, except to the extent expressly approved in writing by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area and which shall be permitted by law.
- (j) Any other activity or use by Grantor that might endanger the undisturbed, natural, scenic, and open or wooded state of the Protected Property is forbidden.
- (k) Except as otherwise expressly provided herein, the Protected Property shall be maintained by Grantor in a manner consistent with its preservation as an undisturbed, natural, scenic, and open or wooded area.

4. Reserved Rights. The Protected Property shall be subject to the following provisions related to the rights of Grantor, which rights are reserved to Grantor, and its successors and assigns:

- (a) The right to maintain, repair, and/or replace existing electric, water, telephone, wells, or other utility lines or mains on the Protected Property, provided that the area needed for such maintenance, repair, and/or replacement shall be the minimum necessary and provided further that upon completion, such area promptly shall be restored as near as practical to its previous condition.

5. Public Access. Grantor acknowledges that the Easement permits public access and that the Protected Property may be used for a park and other public purposes contemplated by Chapter 1545 of the Ohio Revised Code.

6. Calculation of Density. Grantee agrees not to object to Grantor's right to utilize the Protected Property, at no cost or expense to Grantee, for calculation of density under ordinances of the City of _____, Ohio and of any other governmental body.

7. Discharge of Natural Storm Drainage. This Grant does not prohibit the otherwise lawful discharge of natural storm drainage and evidences Grantee's agreement that Grantor may be permitted to discharge natural storm drainage onto the Protected Property, conditioned on Grantor's compliance with all federal, state, and local requirements, if any. Grantor's right to discharge all natural storm drainage onto the Protected Property will run with the land and will survive any transfer of title to the land benefitted or burdened by such right.

8. Taxes. Grantor, and its successors and assigns, shall pay before delinquency all real estate taxes and assessments required by law and validly levied and assessed against the Protected Property, including without limitation any such taxes validly levied and assessed against the Easement.

9. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

If to Grantor, to: _____

 Attention:

If to Grantee, to: Administrative Offices
 Cleveland Metroparks
 4101 Fulton Parkway
 Cleveland, Ohio 44144
 Attention: Executive Director-Secretary

With a copy to: Administrative Offices
Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Law Director

or to such other address as either party from time to time shall designate by written notice to the other.

10. General Provisions.

- (a) Controlling Law. The interpretation and performance of this Grant shall be governed by the laws of the State of Ohio.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Easement to effect the purpose of this Grant and the policy and purpose of Ohio. If any provision in this Grant is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) Waiver of Violation. No waiver by Grantor or Grantee at any time of any term, condition, restriction, or right shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, restriction, or right, or of the strict and prompt performance thereof. No delay, failure, or omission of Grantor or Grantee to take or to exercise any right, power, privilege, or option that arises from any default, or subsequent acceptance of any commission then or thereafter accrued, shall impair or be construed to impair any such right, power, privilege, or option to waive any such default or relinquishment thereof, or acquiescence therein, and no notice by Grantor or Grantee shall be required to restore or revive any option, right, power, remedy, or privilege after waiver by such party of default in one or more instances. No waiver shall be valid against Grantor or Grantee unless reduced to writing and signed.
- (d) Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (e) Entire Agreement. This Grant sets forth the entire agreement of the parties with respect to the Protected Property and/or the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property and/or the Easement, all of which are merged herein.
- (f) Modifications. No modification of any of the terms and conditions of this Grant shall be effective unless such modification is expressed in writing and executed by each of the parties.
- (g) Grant Approval. Each party hereby represents and warrants that all necessary approvals for this Grant have been obtained, and each person whose signature appears below represents that s/he has the authority necessary to execute this Grant on behalf of the party indicated.

TO HAVE AND TO HOLD unto Grantee to the use of Grantee, its successors and assigns, forever. The terms, conditions, and restrictions imposed as aforesaid not only shall be binding upon Grantor but also its successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

WITNESS the following signatures.

GRANTOR:

By: _____
Its: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I hereunto have set my hand and official seal this _____ day of _____, 200__.

Notary Public

This instrument prepared by,
and should be returned to:

Cleveland Metroparks
Administrative Offices
4101 Fulton Parkway
Cleveland, Ohio 44144

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AMENITIES:

- Shelter
- Restrooms
- Kiosk (Information)
- Pond Decks
- Sand Play Areas
- Play Structure
- Parking (40-50 cars)
- Trails - 1 mile (1-1/4 mile loops)

ENVIRONMENTAL FEATURES:

- Natural Area Preserve (3 acres)
- Riparian Buffer
- Vernal Pool
- Wet Woods
- Meadow
- Rain garden/Bioswale

DOG FRIENDLY FEATURES:

- Trails
- Pond
- Open Field Play
- Agility stations
- Rinsing station

Trail extension connecting to Brecksville Mill Stream Run Reservations

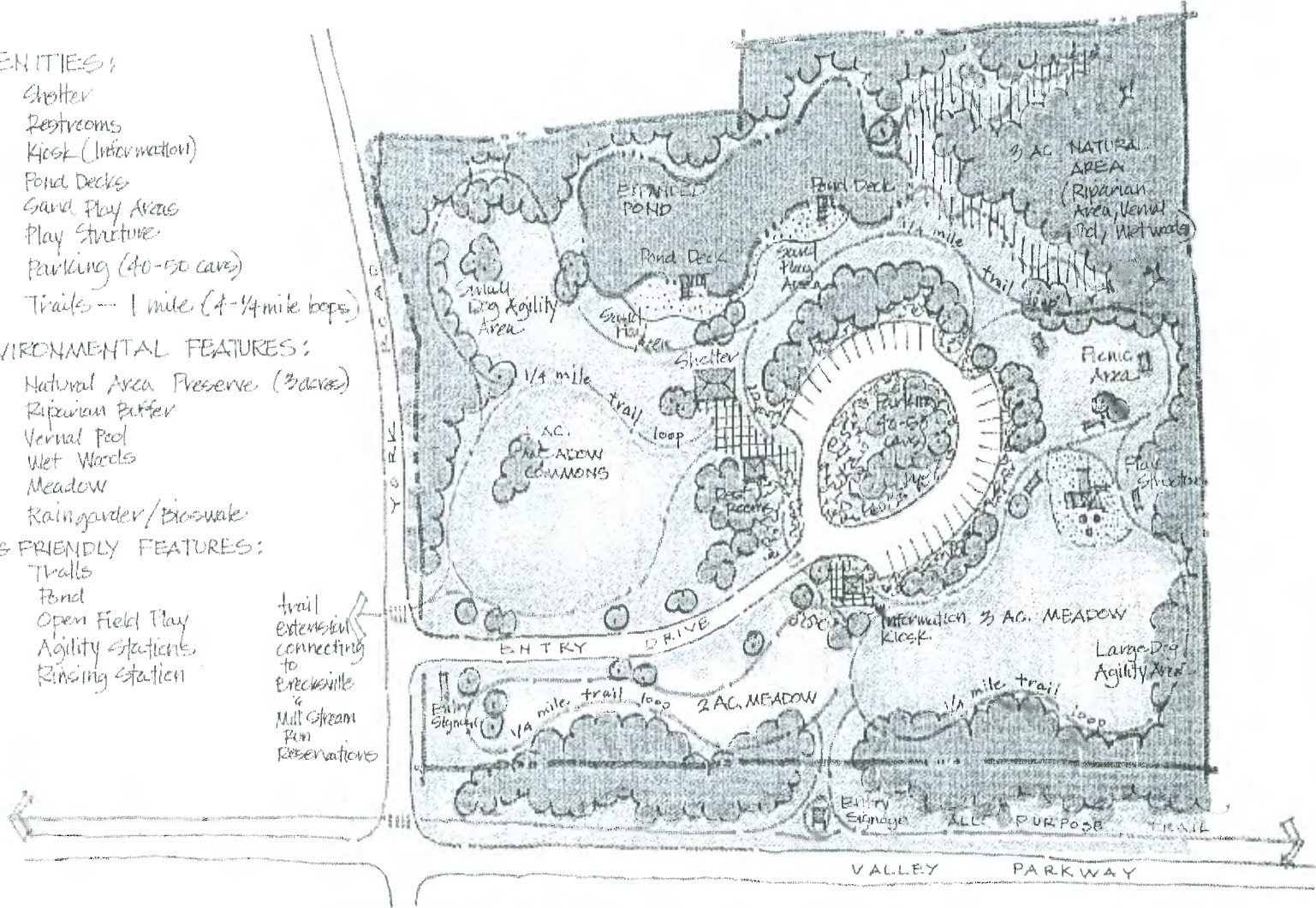


EXHIBIT B

6-5-12



Cleveland Metroparks 2020:
The Emerald Necklace Centennial Plan

Aukerman Property

