

DESIGNATION OF WETLANDS PRESERVE

WHEREAS, RAIN TREE DEVELOPMENT, LTD. an Ohio Limited Liability Company (hereinafter "Raintree") is the owner, in fee simple, of certain real property situated in the Township of Carlisle, County of Lorain and State of Ohio (hereinafter "Property") which property is described in the Plat recorded in Volume 73, Page 50, Plat Instrument No.: 2002-0864589 of the Lorain County Records of Plats and more fully described below:

Situated in the Township of Carlisle, County of Lorain, State of Ohio, part of Original Carlisle Township Section No.18, and being known as part of Sublot Nos. 26, 27, 28, and 29 in Ravines Edge Subdivision No.2 as recorded in Plat volume 73, Page 50 of Lorain County Records bounded and described as follows:

Beginning at a capped Iron pin at the intersection of the southerly right of way line of Mills Circle, 60 feet in width and the easterly line of Sublot No.26 in said subdivision; said point being the northeasterly corner of Sublot No.26;

Thence South $00^{\circ} 17' 14''$ West in the easterly line of Sublot No.26, a distance of 382.41 feet to a capped iron pin at the southwesterly corner of said Sublot;

Thence South $89^{\circ} 42' 46''$ West in the Southerly line of Sublot No. 26, a distance of 167.29 feet to a point; said point is the Principal Place of Beginning of the easement herein described;

COURSE 1 Thence continuing South $89^{\circ} 42' 46''$ West in the southerly line of Sublot No.26 and the southerly line of Sublot Nos. 27 and 28 in said subdivision, a distance of 589.67 feet to an Iron round in the Southwesterly corner of Sublot No. 28;

COURSE 2 Thence North $89^{\circ} 18' 09''$ East in the westerly line of Sublot No. 28 and the westerly line of Sublot No. 29 in Ravines edge Subdivision No. 2, a distance of 228.47 feet to a point;

COURSE 3. Thence North $89^{\circ} 42' 46''$ East, a distance of 589.67 feet to a point;

COURSE 4. Thence South $00^{\circ} 18' 09''$ West, a distance of 228.47 feet to the Principal Place of Beginning.

Enclosing a parcel containing 3.0926 acres of land more or less but subject to all legal highways and easements of record.

(A drawing showing the instant Wetlands Preserve is attached hereto and incorporated herein by Reference as Exhibit "A")

WHEREAS, Raintree acknowledges that the property has substantial value as a scenic, natural, aesthetic and educational resource in its present state as a natural, scenic, open and wooded area, and wetlands preserve constituting a natural habitat for plants and wildlife and desires to provide for the preservation of wetlands areas and the restrictions contained herein and are hereby declared to be for the benefit of the property, Raintree and future owners of the property;

NOW THEREFORE, Raintree does hereby create the Wetland Preserve (hereinafter "Preserve").

Section 1: Creation of Wetland Preserve: The Preserve shall remain in its present physical condition subject to natural changes. Any activity or use in the Preserve which is inconsistent with the purposes of this section or which is detrimental to the conservation values expressed herein is expressly prohibited.

Section 2: Prohibited Activities: The Following activities are expressly prohibited in the Preserve

- a) **No Building:** No building or other structures, including but not limited to billboards or advertising of any kind, camping accommodations or mobile homes shall hereafter be erected or placed on the Preserve. Provided however, that homeowners may erect fences on that portion of their property which is also designated as part of the Preserve.
- b) **No Dumping:** 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 Preserve.
- c) **No Filling or Excavation:** There shall be no fillings, excavations or construction of roads or other changes in the general topography of the land on the Preserve in any manner, excepting the maintenance of existing foot trails and watercourses.
- d) **No Mining or Drilling:** There shall be no mining or drilling for mineral, oil, gas or similar substances, nor shall the Preserve be used as part of any drilling unit for oil and gas production.
- e) **No Habitat Disturbance:** There shall be no removal or destruction of native growth in the Preserve, use of fertilizers, spraying with biocides, introduction of non-native animals, or disturbance or change in the natural habitat or native

wildlife or plant habitat. Additionally, there shall be no fires of any type permitted on the Preserve. Provided however that the following exceptions to this item shall be permitted:

- 1) The control or prevention of imminent hazard, disease or fire for the purpose of restoring natural habitat areas to promote native vegetation, except for blocking or changing streams.
 - 2) The removal of dead, diseased, damaged or fallen trees, shrubs or other vegetation which can be cut and left laying in place except for blocking streams, so long as this work is completed without mechanical equipment.
 - 3) The elimination and removal of grapevines, poison, ivy and other toxic and undesirable growths which can be cut and left laying in place.
 - 4) The maintenance of any utilities or facilities that exist as shown on the approved subdivision Plat as of the date of the filing of this Wetlands Preserve, and any underground utility which has been allowed by permit to be installed.
- f) **No Powerlines or Communications Towers:** No power or transmission towers shall be erected, nor shall any interest in the Preserve be granted for this purpose.
- g) **No Detrimental Use:** There shall be no activities, actions or uses detrimental or adverse to water conservation, erosion control, soil conservation and fish and wildlife or habitat preservation on the Preserve.
- h) **No Alteration of Water Courses:** There shall be no alteration of natural water courses, marshes or other bodies of water or activities or uses detrimental to water purity, provided however that all existing water courses may be maintained to preserve their existing course.
- i) **No Motor Vehicles:** There shall be no operating of motorized vehicles, including but not limited to automobiles, trucks, snowmobiles, motorcycles, all-terrain vehicles or any other recreational motorized vehicle on the Preserve unless the use of a motorized vehicle is necessary for permitted maintenance as stated herein.
- j) **Other Activities:** Except as otherwise herein provided, the Preserve shall be managed in manner consistent with its preservation as a natural, scenic and

open and wooded area. Every other activity or construction that might endanger the natural or scenic state of the Preserve is forbidden.

- k) Division: any division or subdivision of the Preserve beyond that shown on the recorded map of Ravine Edge Phase II Subdivision.

THIS WETLANDS PRESERVE SHALL RUN WITH THE LAND AND BE BINDING UPON ALL OWNERS AND THEIR RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, the parties hereto have signed 1 copies of this Designation of Wetlands Preserve at Fairview Park, Ohio on this the 6th day of October, 2003.

RAINTREE DEVELOPMENT, LTD.

[Signature]
BY: Scott K. Dillen, Managing Member

[Signature]
BY: David C. Dillen, member

COUNTY OF CUYAHOGA)
STATE OF OHIO)

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
10/7/03 Bmn
DEPUTY

Before me, a Notary Public in and for said County and State, personally appeared the above-named **DAVID C. DILLEN AND SCOTT K. DILLEN**, members of **RAINTREE DEVELOPMENT, LTD.**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fairview Park, Ohio on this 6 day of October, 2003.

[Signature]
Notary Public

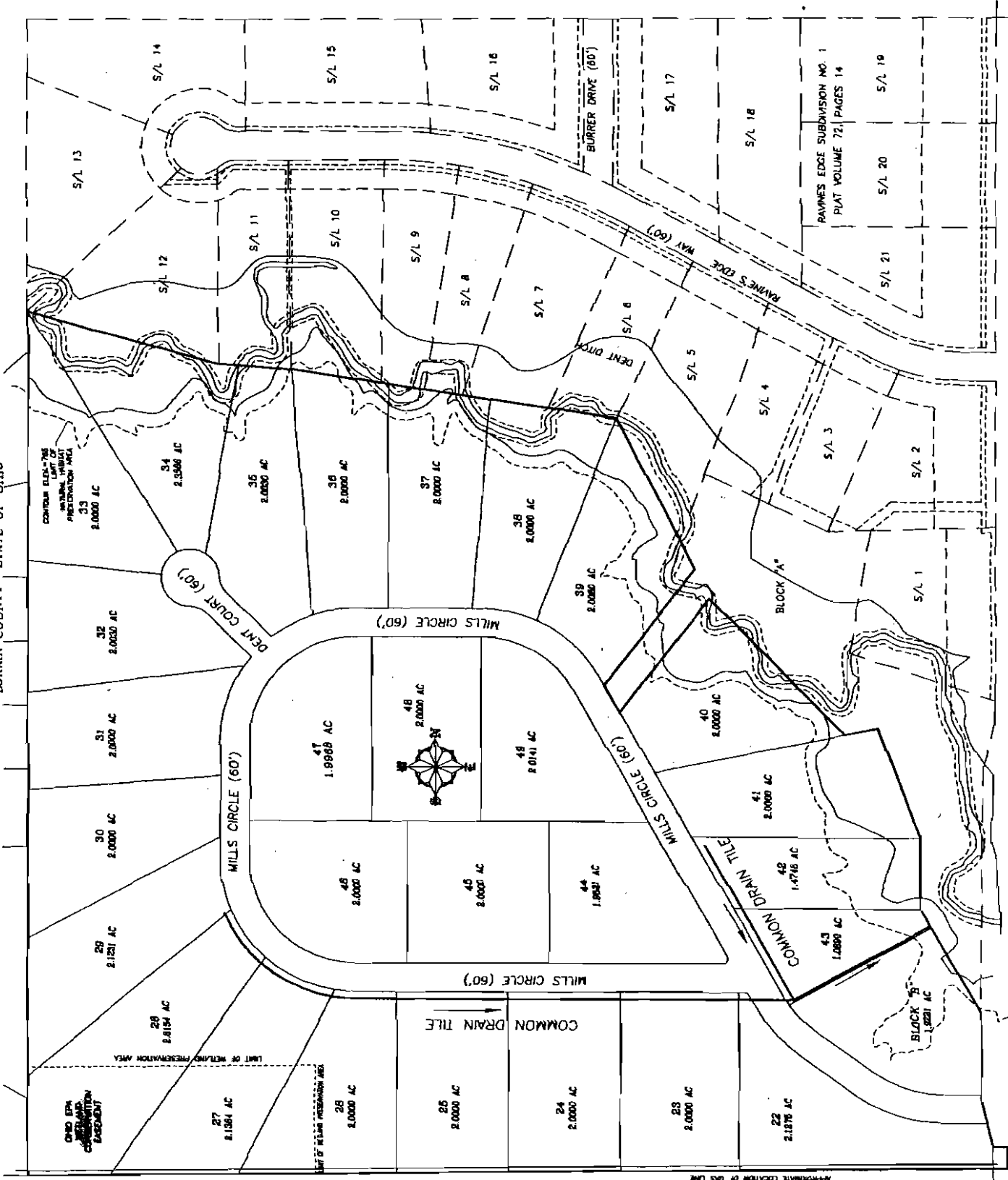
This instrument prepared by:
Mark J. VanRooy, Esq.
19443 Lorain Road
Fairview Park, Ohio 44126
(440) 333-2572

V. JUNE HANIGAN
Notary Public, State of Ohio
My Commission Expires Dec. 20, 2003
(Recorded in Cuyahoga County)

Ravines Edge II Wetlands Preserve (rev. 9-22-03)

Exhibit A.

RAVINE'S EDGE SUBDIVISION NO. 2
SUBLOTS 22 - 49 & BLOCK "B"
PART OF ORIGINAL CARLISLE TOWNSHIP SECTION 18
LORAIN COUNTY STATE OF OHIO



17 5948

MAIL EOP

Colony Mng
22983 Lorain Rd
Fairview Park, Oh 44126

JUDITH M. MEDWICK
LORAIN COUNTY
PROCEEDS

2003 OCT -7 A 11:03

RECEIVED FOR RECORD

56.00 ^{m/s}
1/m E

Filed
10-7-03
with exhibits

STATE OF OHIO)

COUNTY OF LORAIN)

SS: AFFIDAVIT OF FACT RELATING TO
TITLE

(Ohio Revised Code Section 5301.25.2)

I, Scott K. Dillen, managing member of Raintree Development Limited, an Ohio Limited Liability Company, being first duly sworn according to law, depose and state the following:

- 1) The matters set forth herein are based upon my personal knowledge.
- 2) On or about the 25th day of April, 2003 a certain "TILE SYSTEM EASEMENT & MAINTENANCE AGREEMENT" (hereinafter "Agreement") was filed with Lorain County Recorder's Office said Agreement being identified as instrument No.: 909017#1952.
- 3) Said Agreement erroneously identified Parcel No.: 10-00-18-101-068 as a parcel which did not utilize the tile system which was the subject of said Agreement when in fact said parcel did utilize the tile system
- 4) This Affidavit is being filed to reflect the fact that the aforementioned Agreement inadvertently misstated a parcels that utilized the title system and to correct of the record the aforementioned error. (A copy of a revised "TILE SYSTEM EASEMENT & MAINTENANCE AGREEMENT" which accurately identified the parcels that utilize the tile system is attached hereto as Exhibit "A" and is expressly incorporated herein by reference).

FURTHER AFFIANT SAYETH NAUGHT.

RAINTREE DEVELOPMENT, LIMITED


Scott K. Dillen, Managing Member

10/6/03
Date

NO TRANSFER NECESSARY

**MARK R. STEWART
LORAIN COUNTY AUDITOR**


10/7/03 smn
DEPUTY

STATE OF OHIO
COUNTY OF LORAIN)

) ss:

Before me, a Notary Public, in and for said county, personally appeared the above named Scott K. Dillen, managing member of Raintree Development Limited, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at on this 6th day of October, 2003.



Notary Public

Ravines Edge AFRT 6-22-03

V. JUNE HANIGAN
Notary Public, State of Ohio
My Commission Expires Dec. 20, 2003
(Recorded in Cuyahoga County)

"A"

**TILE SYSTEM
EASEMENT & MAINTENANCE AGREEMENT**

This **DEED OF EASEMENT AND MAINTENANCE AGREEMENT**, is made on the date specified below by the undersigned, **RAINTREE DEVELOPMENT, LIMITED** (hereinafter referred to as "Owner"), intending thereby to forever legally bind Owner and its successors and assigns and any other persons or entities that subsequently become owners of the below described real property as it now exists or as it may be further subdivided.

WITNESSETH:

WHEREAS by virtue of the deeds recorded below, Owner owns in fee simple, certain real properties situated in the Township of Carlisle, County of Lorain and State of Ohio (hereinafter referred to as the "Property") and further known as Permanent Parcel Numbers:

| | |
|--|------------------------------------|
| Permanent Parcel No.: 10-00-18-101-064 | SL NO. 22 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-065 | SL NO. 23 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-066 | SL NO. 24 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-067 | SL NO. 25 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-068 | SL NO. 26 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-069 | SL NO. 27 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-070 | SL NO. 28 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-085 | SL NO. 43 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-084 | SL NO. 42 Ravines Edge Subdivision |

Said Parcels appear in the Plat recorded in Volume 73, Page 50, Plat Instrument No.: 2002-0864589 of Lorain County Plat Records

WHEREAS, there has been installed a sanitary sewer drain tile system consisting of six and eight inch tiles upon all or part of the above described parcels of land which sanitary sewer drain tile is hereinafter called the "Tile System". The path of the tile system and corresponding easement is further described in Volume 73, Page 50, Plat Instrument No.: 2002-0864589 of the Plat filed in of the Lorain County records of Plats.

WHEREAS, the below listed parcels, **WILL NOT** utilize said Tile System:

| | |
|--|------------------------------------|
| Permanent Parcel No.: 10-00-18-101-064 | SL NO. 22 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-065 | SL NO. 23 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-066 | SL NO. 24 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-067 | SL NO. 25 Ravines Edge Subdivision |

WHEREAS, the below listed parcels, **WILL** utilize said Tile System:

| | |
|--|------------------------------------|
| Permanent Parcel No.: 10-00-18-101-068 | SL NO. 26 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-069 | SL NO. 27 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-070 | SL NO. 28 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-085 | SL NO. 43 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-084 | SL NO. 42 Ravines Edge Subdivision |

WHEREAS, said Tile System serves to benefit those parcels which utilize it as well as any Sublots thereof by providing a means of sending an effluent from the septic systems now or hereafter installed upon the parcels of land.

WHEREAS, the above owner of the above-described parcel of land agrees upon the necessity of having an Easement and Maintenance Agreement for the purpose of using, maintaining, repairing and improving said Tile System:

NOW THEREFORE, in consideration of One Dollar (\$1.00) the receipt and sufficiency of which is hereby acknowledged, the undersigned Owner hereby grants to any and all subsequent owners of the above described parcel, as well as their heirs, successors and assigns or other persons lawfully in possession of said premises, an Easement for maintaining, repairing and improving said Tile System and a Surface Easement to use and cross each parcel of land upon which the Easement lies as is necessary to effect the repair, maintenance and improvement of the Tile System and that portion of each private home sewage disposal system that may be located within said Easement. Use of the Surface Easement is limited to that area reasonably necessary to access the Tile System for repair maintenance and improvement.

The cost to repair, maintain and improve the Tile System shall be borne equally by each parcel owner entitled to use the system. Those parcels are as follows:

| | |
|--|------------------------------------|
| Permanent Parcel No.: 10-00-18-101-068 | SL NO. 26 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-069 | SL NO. 27 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-070 | SL NO. 28 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-085 | SL NO. 43 Ravines Edge Subdivision |
| Permanent Parcel No.: 10-00-18-101-084 | SL NO. 42 Ravines Edge Subdivision |

Said costs shall include, but not be limited to, any costs incurred in maintaining any streams or other bodies of water necessary for the drainage of said home sewage disposal system or the tile system.

If the easement area, or a portion thereof, must be dug to maintain, repair or improve the Tile System, thereby requiring the removal of such vegetation as grass, flowers, ornamental shrubs and common local crops, the parcel owners and their agents shall exercise ordinary care in removing and replanting such vegetation, but will not ensure the continued life of such vegetation.

All parcel owners shall exercise ordinary care not to damage the Tile System. The cost of any damage to the Tile System caused by an individual parcel owner's failure to exercise reasonable care shall be borne by such parcel owner.

A parcel owner who believes that repair, maintenance or improvement to the Tile System is necessary may obtain the opinion of the Lorain County Health Department. The opinion of the Lorain County Health Department shall create a rebuttable presumption as to the need for such repair, maintenance or improvement to the Tile System. In the event the Lorain County Health Department determines that there is no need for repair, maintenance or improvement to the Tile System, the costs, if any, of obtaining the Lorain County Health Department's determination shall be borne exclusively by the parcel owner making such request. In the event the Lorain County Health Department determines that there is need for repair, maintenance or improvement to the Tile System the costs, if any, of obtaining the Lorain County Health Department determination shall be borne equally by all parcel owners unless such maintenance, repair or improvement was cause by an individual parcel owner's failure to exercise reasonable care, in which case the entire cost shall be borne by such parcel owner.

A parcel owner shall give notice to all other parcel owners prior to the commencement of work, the cost of which is expected to be shared

If a parcel owner uses the Easement granted herein for the repair, maintenance or improvement of the parcel owner's private home sewage disposal system, then the parcel owner shall bear the full cost of surface restoration and/or crop damage.

WE, SCOTT K. DILLEN & DAVID C. DILLEN have hereunto set our hand this ___ day of _____, 2003

RAINTREE DEVELOPMENT, LIMITED

BY: Dave C. Dillen, Member

BY: Scott K. Dillen, Managing Member

STATE OF OHIO) ss:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **DAVID C. DILLEN AND SCOTT K. DILLEN on behalf of Raintree Development, Ltd.**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ on this ____ day of _____, 2003.

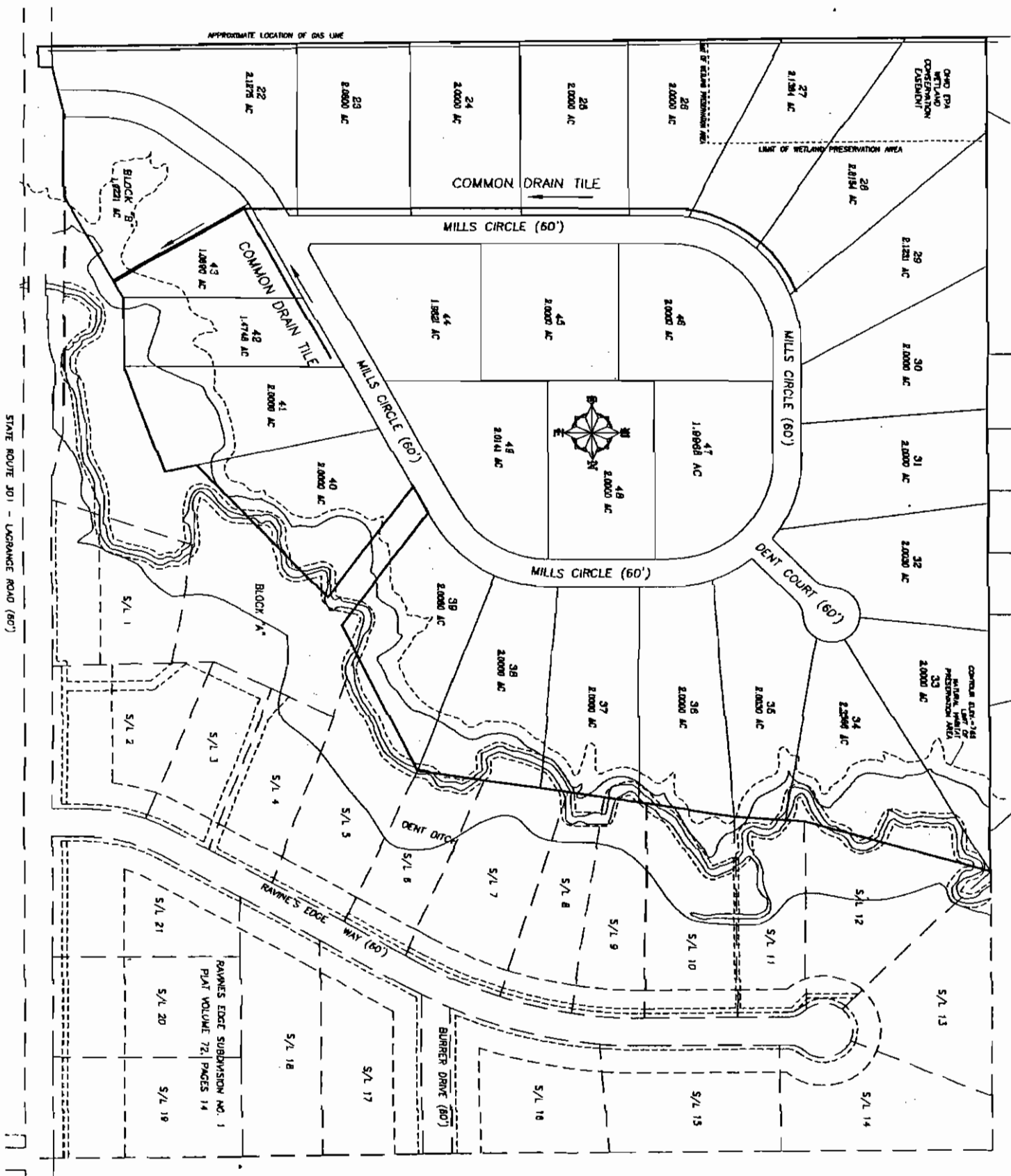
Notary Public

Prepared by:
Mark J. VanRooy, Esq.,
19443 Lorain Road
Fairview Park, Ohio 44126
(440) 333-2572

Ravines Edge II -Tile System Easement & Maintenance Agreement
(Revised 6-22-03 as Exhibit to AFRT)

RAVINE'S EDGE SUBDIVISION NO. 2
 SUBJECTS 22 - 48 & BLOCK "B"
 PART OF ORIGINAL CARLISLE TOWNSHIP SECTION 18
 LOHAIN COUNTY STATE OF OHIO

Drain tile



STATE ROUTE 301 - LAGRANGE ROAD (60')

RAVINE'S EDGE SUBDIVISION NO. 1
 PLAN VOLUME 721 PAGES 14

950349

~~mail EOF~~

Colony Mtg
22483 Lorain Rd
Fairview Park, Ohio 44126

608.00 MB

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

2003 OCT -7 A 11: 04

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