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DEED OF CONSERVATION EASEMENT

This Deed is made this ____ day of _____ 20____ by and between _____, (“Grantor”), and the Appalachia Ohio Alliance, (“Grantee”), Logan, Ohio, a publicly-supported 501(c) (3) non-profit charitable corporation incorporated, in good standing, and qualified to do business under the laws of the State of Ohio with business offices in Hocking County, Ohio.

Said Grantor is the sole owner, in fee simple, of approximately ____ acres of real property, hereinafter referred to as the “Protected Property,” situated at (address) _____, located in _____ County, _____ Township, State of Ohio, as more fully described in **Exhibit A-1** hereto which provides the legal description; **Exhibit A-2** is the location map.

ARTICLE I – RECITALS

1. Declaration & Consideration. The Grantor and Grantee recognize the “Conservation Values” of the Protected Property, whether scenic, natural or open space, and have the common purpose of the conservation and protection in perpetuity of the Protected Property. Therefore, in consideration of one dollar (\$1.00), the Grantor does hereby grant and convey, in perpetuity, to the Appalachia Ohio Alliance, an Ohio Non- Profit Corporation, its successors and assigns, a Conservation Easement (“Easement”) through the use of restrictions as set forth.

2. Conservation Values. The Conservation Values of the Protected Property, as specified in Section 170(h)(4) of the Internal Revenue Code, are set forth below: (Cite specific numbers of IRS Code and definitions, such as:)

- a) Protection of scenic values:
- b) Protection of open space including farmland and forest land:
- c) Protection of natural habitat of fish, wildlife, or plants:
- d) Protection of significant historical or cultural resources:
- e)

3. Baseline Documentation. The Conservation Values of the Protected Property are again set forth in a Baseline Document Report (**Exhibit B**), prepared prior to the time of this Deed, which describes the condition and use of the property; and is accompanied by a statement signed by the Grantor and Grantee stating that the condition of the Protected Property, at the time of the Easement conveyance, is an accurate representation of existing conditions.

4. Qualified Organization. The Grantee is a duly “qualified organization” under Section 170 (h)(3) of the Internal Revenue Code, which is organized and operated for conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code; and that as a condition of any such transfer or assignment, the Grantee will require that the conservation purposes be carried out in perpetuity. Furthermore, Section 5301.67 et.seq.of the Ohio Revised Code provides for the creation of conservation easements and authorizes entities such as the Grantee to acquire such conservation easements.

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5. Mortgage Insubordination. The Grantor and Grantee recognize that no income tax deduction is permitted under Section 1.170-A-14(g) (2) of the Internal Revenue Code Regulations unless the holder of any mortgage on the Protected Property subordinates its rights in the Protected Property to the enforcement of the conservation purposes herein set forth at the time this Deed is recorded.

6. Intent. The Grantor and Grantee, in recognition of the aforesaid scenic, natural or open space character of the Protected Property, have agreed to protect and preserve it exclusively for conservation purposes (except as limited herein) and do, by the conveyance of this Easement to the Grantee, and its acceptance by the Grantee, confirm the purpose of conserving in perpetuity the aforesaid Conservation Values of the Protected Property and preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with the maintenance of the Protected Property for conservation purposes.

7. Grantor's Conveyance. In consideration of the promises and the foregoing recitations and for good and valuable considerations and the mutual covenants, terms, conditions and restrictions hereinafter set forth, and with the intention of making an absolute and unconditional gift, the Grantor does hereby grant, give, and convey unto the Grantee, its successors and assigns, forever and in perpetuity, an Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Property.

8. Grantee's Acceptance. The Grantee is willing to accept this Easement, subject to the reservations and to the terms, conditions and obligations set out herein and imposed.

9. Purpose. It is the purpose of this Easement to: a) assure that the Protected Property will be retained forever, in perpetuity, in its scenic, natural or open space condition as evidenced by the Baseline Documentation Report (**Exhibit B**); b) prevent any use of the Protected Property that will impair or interfere with the Conservation Values of the Protected Property, its wildlife habitat, natural resources, or ecosystems; and c) ensure the restoration of any Conservation Values degraded or destroyed in violation of this Easement. To those ends, the Grantor shall permit only such future uses of the Protected Property that are consistent with and in furtherance of the purposes of this Easement, including practices that promote stewardship and enhancement of the Conservation Values, and protect the land, water, forest and wildlife resources of the Protected Property forever. The Grantee shall have the right to ensure compliance by monitoring within the terms of this Easement.

ARTICLE II - RESTRICTIONS IMPOSED UPON THE PROTECTED PROPERTY

For and in consideration of the mutual promises and covenants set forth below, the parties agree as follows. These restrictions are hereby imposed upon the use of the Protected Property and the acts that the Grantor so covenants to do and refrain from doing upon the Protected Property. As

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stated in Article VI, paragraph 13, these restrictions carry over to the Grantor's personal representatives, heirs, successors and assigns.

The Premises shall be maintained by Grantor in its natural state; for the purposes of this easement, the term "natural state" means: the physical status quo ante of the Premises immediately prior to the time Grantor executed this easement, as such physical status may change or evolve due to only natural causes. Except as otherwise expressly provided for herein, Grantor shall not, nor permit others to, engage in any use of or activities on the Premises that might endanger its natural state.

1. Structures. The easement property herein described shall be kept in a natural state consistent with its Conservation Values. No additional buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Protected Property (unless otherwise expressly provided hereunder).

2. Surface Alterations. There shall be on or in the Protected Property, no filling, excavating, removal of top soil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature (unless otherwise expressly provided hereunder).

3. Transmission Lines. No power, gas or petroleum transmission lines may be constructed, nor shall any interests in the Protected Property be granted for this purpose.

4. Towers. There shall be no construction of towers for communication or otherwise on the property unless otherwise reserved.

5. Vegetation. No trees, ground cover or other vegetation shall be removed on scenic or natural lands, except that which is necessary to maintain footpaths and trails, to restore natural habitat areas, to promote natural vegetation, and to protect life and property (unless otherwise expressly provided hereunder). Clear-cutting of forested areas is prohibited.

OR

Within the boundaries of the Premises, Grantor shall not, nor permit others to, remove or destroy by human agency any trees, ground cover, or other vegetation without the express written consent of Grantee, except that which is necessary to maintain footpaths and trails, to restore natural habitat areas, to promote natural vegetation, and to protect life and property (unless otherwise expressly provided hereunder).

OR

6. Within the boundaries of the Premises, Grantor shall not, nor permit others to, remove or destroy by human agency any trees, shrubs, ground cover or other vegetation by pruning, cutting, mowing or any other activity except: (A) if done to control or prevent hazards, disease, fire or for other good husbandry practices as may be approved in writing by Grantee; (B) if done

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selectively, remove dead, diseased or injured trees for Grantor's personal use from any portion of the Premises; Add only if required by Grantor, otherwise delete:(C) if done in accordance with a direction or order contained in a Forest Stewardship/Management Plan issued by a State Service Forester or a professional private consulting forester; Grantor shall not, nor permit others to, engage in any form of commercial clear cutting or harvesting of trees, shrubs, ground cover or other vegetation. Any cutting and/or harvesting done pursuant to subsections (A) through (C) of this Section 6 shall be supervised by an approved Master Logger, unless the State Service Forester or professional private consulting forester deems such supervision by a Master Logger not necessary for the proposed activity.

6. Litter. The lands shall at all times be kept free of garbage, trash, and unused machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon, except Grantor shall have no duty to remove garbage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.

7. Subdivision. The Protected Property shall not be subdivided. The protected property may only be sold as a single parcel with a total area of _____ acres (unless otherwise expressly provided hereunder).

8. In General. Each and every other activity or construction that is inconsistent with the purpose of the Easement and which might endanger the Conservation Values of the Protected Property is forbidden.

9. Land Management. Management of specific areas (or parcels) described in the Site Plan (**Exhibit C**), are outlined in the Land Management Plan (**Exhibit D**).

10. Mineral Rights (including oil, gas, gas storage, sand, gravel, and coal or other minerals): Existing mineral leases (if any) may be honored and continued in the interest of the Grantor/Grantee as identified in the recorded Baseline Document provided the conservation values of the easement are protected. Surface mining shall be prohibited. If the lease or sales of mineral rights are reserved by the Grantor, future lease or sales of such rights – surface or subsurface shall not be permitted unless special circumstances prevail. The existence of such circumstances shall be determined prior to the sale of such rights. If it is determined that leasing or sales of mineral rights are allowed on the Protected Property, final approval shall be required by the Grantee. Professional legal counsel, knowledgeable in the field of oil and gas leasing or other minerals is mandatory for such consideration.

11. (State additional restrictions, if any)

ARTICLE III – REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants that, after reasonable investigation and to the best of HIS

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knowledge:

1. Contaminants. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Protected Property.
2. Underground Tanks. There are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.
3. Litigation. There is no pending or threatened litigation in any way affecting, involving, or relating to the Protected Property.

ARTICLE IV - RIGHTS & RESPONSIBILITIES OF GRANTOR

The Conservation Easement granted hereunder and the covenants here made are subject to the following rights of the Grantor, which are reserved as described.

1. Use. Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property, including the right to use the Protected Property for all purposes not inconsistent with this Easement.
2. Habitation. The Grantor reserves the right to reside on the Protected Property in existing (or future) permitted structures as well as use, maintain and enjoy the Protected Property in any way which is not expressly prohibited or which may be detrimental to the intent and Purpose of this Easement. (List existing structures.)
3. Water & Sewer. The Grantor reserves the right to install and maintain adequate water supply and sewer systems for existing (and future) residences on the Protected Property, including the right to drill and maintain a water well and the right to repair, improve and/or replace a sanitary and septic system, including leach fields, but with the least disturbance practical to best accomplish the objectives of this Easement.
4. Driveways & Utilities. The Grantor reserves the right to maintain, repair, and upgrade existing (and future) driveways, telephone, electric or other utility lines or mains on existing easements to meet the residential needs of the Grantor. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion of all construction for such utilities, the area shall be restored to its previous state or as near as practical to the satisfaction of the Grantee.

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5. Alternative Energy & Communication. The Grantor reserves the right to install new utility and communication devices suitable for home use as they are made available to residential consumers. These devices include, but are not limited to, solar and wind power, fuel cell technology, and satellite communications.

6. Structures. The Grantor reserves the right to use, maintain, repair, remodel, renovate, restore, and replace existing (or future) permitted structures at the same location with structures of like size and function subject to applicable building codes and regulations.

7. Vegetation. The Grantor reserves the right to a) cut or prune trees to prevent property damage, personal injury, disease or fire; b) to clear fence rows, lane borders and areas of undergrowth; and c) to use generally acceptable methods to eliminate or control invasive or destructive species. Downed trees may be taken for firewood for personal use at a suggested rate of not more than 10% per year.

8. Fencing & Boundaries. The Grantor reserves the right to: a) construct fences necessary or appropriate for landscaping; and b) mark legal boundaries.

9. Additional Reserved Rights. (Insert or state additional reserved rights, if any, such as limited subdivision, building envelopes, etc.)

10. Exercise of Reserved Rights; Notice to Grantee. Not less than sixty (60) days prior to the commencement of site preparation, construction, substantial exterior alteration, replacement, relocation or removal of any of the above (excluding routine repairs & maintenance), Grantor agrees to notify Grantee in writing of the intent to exercise such rights. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to afford Grantee an adequate opportunity to monitor such activity. The notice shall also include information evidencing the conformity of such activity and shall cite the applicable paragraph(s) under which the right is reserved, and, when applicable, evidence conformity with existing land use regulations.

11. Subsequent Deeds & Title Transfers; Notice to Grantee. The Grantor agrees to incorporate by reference the terms of this Easement in any Deed or other legal instrument by which Grantor transfers any interest in all, or a portion of, the Protected Property, including, without limitation, a leasehold or mortgage interest. Grantor shall immediately notify Grantee of the intent to transfer title to part or all of the Protected Property, and, within sixty (60) days prior to the date of conveyance, provide the Grantee with the name and address of the transferee so that Grantee may provide transferee with a copy of this Easement. Failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. Failure to Notify. Failure to give notices of activities described in paragraphs 10 and 11 of

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this Article IV shall be a material breach of this Easement notwithstanding any other provision of this Easement, and shall entitle Grantee to such rights or remedies as may be available under Article V, paragraph 1.

ARTICLE V - RIGHTS AND RESPONSIBILITIES OF GRANTEE

1. **Affirmative Rights of Grantee.** Grantor hereby grants the following rights to Grantee, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee:

(a) **Protection of Conservation Values.** Grantee or its agents shall prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the Purpose of this Easement, and to require of Grantor, or third persons, the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

(b) **Right of Entry to Monitor & Enforce.** Grantee or its agents shall have the right to enter the Protected Property (except not within the residences thereon) in a reasonable manner and at reasonable times, in order to (i) monitor Grantor's compliance with and (ii) otherwise enforce the terms of this Easement. In the absence of evidence that gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than twice annually. However, additional inspections may be required to monitor permitted construction activities or to obtain evidence for the purpose of seeking judicial enforcement of this Easement if Grantee believes that a potential violation is occurring.

(c) **Notice to Enforce.** After providing Grantor with at least sixty (60) days notice and opportunity to cure, Grantee or its agents shall have the right to enforce the terms of this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings in a court of competent jurisdiction.

(d) **Injunctive Action.** If Grantee in good faith determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee or its agents have the right to obtain injunctive and other equitable relief against any violations in a local court of competent jurisdiction, including without limitation relief requiring removal of offending structures and vegetation and other restoration of the Protected Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law).

2. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or

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construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

3. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to, or change in, the Protected Property resulting from causes beyond Grantor's control, including, without limitation, acts of trespassers or the unauthorized or wrongful acts of third parties, fire, flood, storm, and earth movement, or major tree disease, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor and Grantee's rights to pursue any third party for damages to the Property from vandalism, trespass, or violation of the terms of this Easement.

4. Grantee's Approval of Grantor's Exercised Rights. Any use or activity requiring the prior approval of the Grantee shall be subject to the terms and conditions of this paragraph. Grantor shall request such approval in writing and shall include therewith a description of the proposed activity with reasonable specificity, as outlined in Article IV, paragraph 10. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:

- a) The extent to which the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads, and the Protected Property's wildlife habitat and historic, cultural or natural features,
- b) The extent to which the proposed activity would materially impair water quality;
- c) The extent to which the proposed activity would materially impair any other Conservation Values of the Protected Property.

5. Grantee's Approval or Withholding of Approval. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request. Grantee agrees to evaluate Grantor's requests under this Easement based on its good faith exercise of professional judgment. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given.

6. Compliance. Upon receipt of a written request by Grantor, Grantee shall within sixty (60) days execute and deliver to Grantor a written document setting forth, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement, or otherwise to evidence the status of this Easement to the extent of Grantee's knowledge thereof.

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ARTICLE VI - GENERAL PROVISIONS

1. Costs of Upkeep, Liabilities & Taxes. Grantor (and each of Grantor's successors in title, as the case may be) retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of general liability insurance coverage and any taxes assessed on Grantor's interest of the Protected Property.

2. Indemnification. Grantor agrees to indemnify, defend and hold Grantee harmless for any and all claims or liability, including, but not limited to, reasonable attorney fees arising from personal injury, accidents, negligence, environmental contamination, or damage relating to the Protected Property or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

3. Amendments. If circumstances arise under which amendment to, or modification of, this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration and shall not permit any impairment of the significant Conservation Values of the Protected Property. Any such amendment shall be executed by Grantee or by Grantee's successor in title and by the record owner or owners of the Property or portion thereof, and shall be filed with the _____ County, Ohio, Recorder. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

4. Enforcement & Reasonableness Standard, Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the Purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Subject to the two preceding sentences, Grantor and Grantee shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end. Any differences among the Grantor and the Grantee as to their rights or obligations under this Agreement not settled by mutual agreement after thorough discussion shall be submitted for arbitration to a committee. The committee shall consist of one arbitrator selected by each party, and the group selected shall select one more to cause an odd number within the group. The decision of this group shall be binding. The cost of arbitration shall be shared as follows: each party shall pay for the arbitrator it selected. The parties shall equally share the cost for the one additional committee member selected by the group. All arbitrators shall be residents of the

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State of Ohio.

5. Court Costs and Attorney Fees. In connection with any action to enforce the terms of this Easement, Grantor and Grantee shall each be responsible for their own costs of suit, including attorneys' fees; provided, however, that in the event a court of competent jurisdiction determines that Grantor has violated any of the Grantor's obligations under this Easement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee in connection with enforcement of the terms of the Easement, including all reasonable court costs and attorneys' fees.

6. Transfer of Easement. The Grantee may transfer this Easement to, or co-hold this Easement with, a public entity or a nonprofit organization that is qualified to hold the Easement under Section 170(h)(3) of the Internal Revenue Code and Section 5301.69(b) of the Ohio Revised Code, and which agrees to assume or share the responsibilities of the Grantee hereunder. If the Grantee ceases to exist, or ceases to be qualified to hold this Easement, the Grantee shall transfer this Easement to a new entity or organization that is qualified to fulfill the long-term stewardship and enforcement responsibilities of the Easement. The Grantee shall also ensure that said transfer will not result in a net loss of important Conservation Values and that the transfer is in keeping with the Grantor's intent. The Grantee shall provide the Landowner with written notice of any such transfer.

7. No Merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with the fee title, but will continue to exist and be managed as a separate estate.

8. Stewardship Fee at Sale. Grantor and all future grantors, excluding 501(c)(3) organizations, (or a spouse or direct descendant of the Grantors) hereby covenant, promise, and agree to pay, or to cause the closing agent in connection with all future transfers for value of all or less than all of the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee (the "Fee") in an amount equal to 2% of the full consideration paid, including that portion of such consideration attributable to improvements, other contiguous land, whether or not subject to the Easement, and any fixtures permanently attached to the Protected Property and such contiguous land. In the event the Fee is not paid as provided herein, Grantee shall have the right to file a lien against the Protected Property to secure the continuing obligation of Grantor and HIS successors in title to pay the Fee, provided that the lien securing payment of the Fee shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. Such lien may be enforced and/or foreclosed in accordance with the laws of the State of Ohio to the extent that such fees are allowable by Ohio Law.

9. Percentage Interests. Grantor's donation of a perpetual conservation restriction gives rise to a property right, immediately vested in Grantee. Grantor and Grantee hereto stipulate that, as of the effective date of this donation, the Easement and the restricted fee value of the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement to the fair

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market value of the Protected Property on the effective date of this donation, without deduction for the value of the Easement. The values on the effective date of this donation shall be those values used to calculate the charitable contribution deduction on Grantor's United States income tax return, which shall be based upon the appraisal contained in the Baseline Documentation (**Exhibit B**) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. The parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. The ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

10. Condemnation. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Protected Property subject to the taking, and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Easement in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of this Article VI paragraph 9 (with respect to the allocation of proceeds). The respective rights of Grantor and Grantee set forth in this paragraph 10 shall be in addition to, and not in limitation of, any rights they may have at common law.

11. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and their application to other persons and circumstances shall not be affected thereby.

12. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Article VI.

13. Successors. The covenants, terms, conditions, and restrictions of this Deed of Conservation Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property, provided that (i) no owner shall be responsible except for violations occurring on such owner's land while owner thereof, and (ii) in the event of a breach of the terms hereof by the owner or owners of a subdivided portion of the Property, no owner or owners of any other portion of the Property shall be liable for such breach or for any costs associated therewith.

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14. 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 to by first class mail, postage prepaid, addressed as follows:

To Grantor: _____

At the address from time to time to which real estate tax bills are mailed by the _____ County Treasurer.

To Grantee: Appalachia Ohio Alliance
P.O. Box 1151
Logan, Ohio 43138

or to other such address as any of the parties from time to time shall designate by written notice to the others.

The lands of the Grantor, herein above referred to and to which the provision of this instrument apply, are situated in the Township of _____ and _____ County, State of Ohio, and are more particularly described in **Exhibit A**.

TO HAVE AND TO HOLD unto the Appalachia Ohio Alliance and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor, personal representative, heirs, successors, and assigns, and each of them, and shall constitute a servitude upon the above described lands; and said Grantor does COVENANT and WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, (excepting, if applicable, a mortgage recorded on _____ in the OR of _____ Co, Vol.____, Page____, and subordinated to this Deed of Conservation Easement on _____, recorded in the OR of _____ Co., Vol.____, Page____); and that HE will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunder set HIS hand on the day and year first above written, and does release expectancy of dower in said easement conveyed herein.

Signed and acknowledged in the Presence of:

GRANTOR

(Type name)

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STATE OF OHIO, _____ COUNTY

Before me, a notary public in and for said counties and state, personally appeared the above named Grantor, who acknowledged that HE did sign the foregoing instrument and that the same is HIS free act and deed.

In testimony whereof, I hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 20__

Notary Public My commission expires _____

RECORDER – Please cross-reference to deed recorded in Volume _____, Page _____, Official or Deed Records, _____ County, Ohio.

ACCEPTANCE

Appalachia Ohio Alliance, an Ohio Nonprofit corporation, by vote of its Board of Directors on _____, does hereby consent to and accept this Deed of Conservation Easement and agrees to be bound by the obligations and provisions set forth therein. This acceptance is binding upon the successors and assigns of Appalachia Ohio Alliance.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acceptance this _____ day of _____, 200__

APPALACHIA OHIO ALLIANCE,

An Ohio nonprofit corporation

By: _____

Title: _____

This instrument was prepared by: Mark R. Riegel, Attorney at Law
Dagger, Johnston, Miller, Ogilvie & Hampson LLP
144 East Main Street
Lancaster, Ohio 43130