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Anita Lopez  
Lucas County Recorder DEED

**GRANT AND DEDICATION OF EASEMENT FOR CONSERVATION  
AND COMMON AREA WALKWAY**

The undersigned, **WRENWOOD HOLDING COMPANY, LTD.**, an Ohio limited liability company ("Grantor"), as record owner of Lot C ("Lot C") in the Ridge at Wrenwood Plat I, a subdivision in Monclova Township, Lucas County, Ohio ("subdivision"), pursuant to a plat ("plat") thereof recorded at 200501040000711 Lucas County, Ohio Plat Records, does hereby bargain, grant and dedicate to the Monclova Township Trustees, a political subdivision in Lucas County, Ohio ("Grantee"), on a non-exclusive basis a perpetual easement over and across Lot C, and as depicted in part on the Plat for use as open-space and as a pedestrian walkway ("Walkway") by the owners of all lots in the plat, and any future plats of the subdivision, as well as members of the public, upon the following terms and conditions, and subject to the following restrictions:

1. **Construction of Walkway** - The Walkway shall be approximately eight (8) foot wide and be composed of mulch, and shall be maintained at all times by Grantor as defined in Section 5 hereof. Tree removal shall be limited to only trees absolutely necessary to initially construct the Walkway. A committee of three (3) individuals to consist of a representative from the Grantor, the adjacent neighboring owners and Grantee shall oversee the initial location and construction of the Walkway. Developer agrees to make modifications to Lot C, if necessary, to accommodate construction of the Walkway within Lot C. No disturbance of the surface of Lot C shall occur, including, but not limited to: filling; excavating; removing topsoil, sand, gravel, rocks or minerals; or changing the topography of the land in any manner, except as may be reasonably necessary to carry out uses permitted on Lot C under the terms of this Easement.

2. **Permitted Uses** - The purpose of this Easement is to ensure that the scenic and natural resource values of Lot C will be retained forever. This Easement is intended to prevent the use or development of Lot C for any purpose or in any manner which would conflict with the perpetual maintenance of these scenic and natural resource values. By executing this Easement, the Grantor acknowledges it is giving up all development rights associated with Lot C. In addition, this Easement includes covenants on the part of the Grantor to refrain from doing certain acts, as set forth below, so that all uses of Lot C will be consistent with this Easement. Grantee accepts this Easement to conserve the natural resources and scenic values of Lot C for the present and future generations. The parties acknowledge that this Easement constitutes a servitude upon the land and runs with the land.

PLT Box FM

The Walkway shall be used only during the day-time hours three hundred sixty-five (365) days per year but no use may be made of the Walkway prior to sunrise or after sunset on any given day. Signs shall be posted on Lot C stating such limitations. Signs shall be of a wood nature to blend harmoniously with the area and shall be maintained and replaced as needed by Grantor. Signs identifying Lot C as being protected by this Easement and/or identifying the Easement's boundaries shall be erected by Grantor. Signs clearly indicating the use restrictions shall be erected by Grantor at the time the Walkway is constructed. No other signs, billboards or outdoor advertising shall be permitted on Lot C.

No structures may be erected at any time on the Walkway except for benches as may be approved in style and location by the Grantor and Grantee. All benches shall be of a wood nature to blend harmoniously and shall be maintained and replaced as needed by Grantor, and if Grantor fails to do so, Grantee may perform Grantor's obligation and recover its costs from Grantor.

Except for vehicles and equipment used in the maintenance of the Walkway, no motorized vehicles and/or bicycles whatsoever shall be permitted on the Walkway. No horses shall be permitted on the Walkway.

Grantor will be entitled to enforce all of the above restrictions through any and all legal remedies available, including, but not limited to, injunctive relief and actions for any individual or individuals.

3. **Access** - Public access to the Walkway shall be through and from the subdivision as well as certain real property presently owned by the Grantee and located to the south of the plat. Lot and property owners whose lot or property is contiguous to Lot C ("Contiguous Owners") within and outside of the plat may access the Walkway directly from their respective properties, but shall not cross any one else's property in doing so.

4. **Costs, Liabilities and Taxes** - Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Lot C, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements. Grantor shall keep Lot C free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantor. The Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against Lot C by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

5. **Maintenance** - Maintenance of the Walkway shall include, but not necessarily be limited to, the following: (a) every six (6) months any brush growing into the Walkway shall be trimmed back and weed or plant growth coming up in the Walkway shall be sprayed with roundup, (b) twice per year new mulch shall be put down on the Walkway, (c) Grantor in conjunction with the Army Corp. of Engineers shall make every effort to control erosion in areas where the Walkway is immediately adjacent

to Swan Creek. If erosion causes any portion of the Walkway to become unsafe and/or unusable that portion of the Walkway shall be either relocated or repaired as necessary at Grantor's cost. No trash, garbage, refuse or unsightly or offensive materials of any kind shall be placed, collected or stored on Lot C. If Grantor shall fail to conduct these maintenance activities, the Contiguous Owners and/or Grantee may request in writing that Grantor perform such required maintenance within thirty (30) days of such written notice. If Grantor fails to perform said maintenance after said notice, then the Contiguous Owners and/or Grantee may have the maintenance performed and recover the costs of same to Grantor. In that regard, Grantor may levy and collect as part of the Common Area expense for the subdivision, to be paid by all Lot owners in the subdivision, all costs necessary to so maintain and insure the Walkway. Grantor agrees to include within the recorded restrictions for each plat in the subdivision references to this Grant and the obligations of the Grantor hereunder.

6. **Enforcement** - If the Grantee becomes aware of an actual or threatened event of noncompliance with this Easement, Grantee shall give notice to Grantor of such event or circumstance via certified mail, return receipt requested, and demand corrective action to cure and abate such event or circumstance of noncompliance and to restore Lot C to its previous condition. If such an event is corrected through negotiation and voluntary compliance, the Grantor shall reimburse Grantee all reasonable costs incurred as a result of the noncompliance, including staff time, attorney's fees and restoration costs. If the Grantor fails to discontinue, abate or take such other corrective action as may be demanded by Grantee, the Grantee shall have the right to bring an action in law or in equity in a court of competent jurisdiction to enforce the terms of this Easement; to enjoin the violation through injunctive relief; to seek specific performance; and to recover any damages arising from noncompliance. Such damages, when recovered, may be applied by Grantee to corrective action on Lot C. If a court determines that the Grantor has failed to comply with this Easement, the Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs and reasonable attorney's fees, in addition to any other payments ordered by the Court. If Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Easement and that Grantee has initiated litigation without reasonable cause or in bad faith, the Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorney's fees. The parties acknowledge that actual or threatened events of noncompliance of this Easement constitute immediate and irreparable injury, loss, and damage to Lot C and accordingly entitle Grantee to such equitable relief as the court deems just and appropriate including, but not limited to, injunctive relief and specific performance. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in Lot C resulting from causes wholly beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, any action by a trespasser, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to Lot C resulting from such causes. If there is an actual or threatened event of noncompliance, any delay or omission by Grantee in the exercise of its rights shall not be construed as waiver or otherwise impair its rights. The remedies described in this section are in addition

to, and not in limitation of, all other remedies available to Grantee at law, in equity, or through administrative proceedings.

7. **Amendments** - This Grant and Dedication shall run in perpetuity and shall be binding upon Grantor, its successors and assigns. Grantor may transfer Lot C to a non-profit homeowners' association formed for purposes of all owners in the plat and/or any future plats of the Subdivision and thereupon be released of and from all rights, duties and liabilities hereunder. This Grant may be amended by the Grantor and Grantee pursuant to a written recordable document executed by Grantor and Grantee, provided, however, that any amendment or modification that would: (a) preclude or limit access to the Walkway by the general public from sunup to sundown, three hundred sixty-five (365) days per year; (b) would result in any charge or payment for access to the Walkway; (c) would impose an unreasonable burden or restriction on access to the Walkway; or (d) change the right of approval described herein shall not be effective unless the owners of the tax parcels that are immediately contiguous to the Ridge at Wrenwood, Plat 1, a subdivision in Mondova Township, Lucas County, Ohio ("adjacent owners") have received notice of the proposed changes and a public hearing is held to consider such changes prior to any action by the Trustees. Grantor and Grantee acknowledge that the adjacent owners are, among others, third party beneficiaries of this Agreement.

Grantor and Grantee may from time to time enact other rules, restrictions and regulations governing the use of the Walkway which shall be binding upon all entitled to its use pursuant to this Grant and Dedication, provided, however: (a) under no circumstances will members of the general public be prohibited from accessing the Walkway from sunup to sundown, three hundred sixty-five (365) days per year, pursuant to the provisions of this Grant, and (b) all such modifications to the rules, restrictions or regulations made by Grantor must also be approved by the Grantee in writing.

8. **Severability** - If a court determines that a provision(s) of this Easement is invalid the remaining provisions shall remain in full force and effect. Similarly, if a court determines that the application of this Easement to a particular person or circumstance is invalid, its application to other persons or circumstances shall remain in full force and effect. This Grant shall be recorded at Grantor's cost.

9. **Release, Hold Harmless Provision** - The Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, trustees, officers, employees, agents and contractors, and the heirs, executors, administrators, successors and assigns of each of them (collectively, the "Indemnified Parties"), from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about Lot C, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation or requirement, including, without limitation, CERCLA and any corresponding state law or statute, by any person other

than the Indemnified Parties, in any way affecting, involving or relating to Lot C; (c) the presence or release in, on, from or about Lot C, at any time, 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 or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (d) the obligations, covenants, representations, and warranties of Sections 8 and 9 hereof.

10. **Grantee's Rights** - To accomplish the purpose and to assure compliance with this Easement the Grantee shall have the following rights: (a) the right to enter upon Lot C at reasonable times to monitor compliance with this Easement, to enforce the terms of this Easement, or to conduct scientific or related investigations of Lot C, (b) the right to prevent any activity on or use of Lot C that is or may be inconsistent with the provisions of this Easement and to require the restoration of all areas or features of Lot C that are damaged by such activity or use pursuant to the remedies provided for in Section 6 hereof, titled, Enforcement.

THIS GRANT has been duly executed by Grantor this 4th day of JANUARY, 2005

**WRENWOOD HOLDING COMPANY, LTD.,**  
an Ohio limited liability company

By: [Signature]  
Donald J. Ulrich, Member

State of Ohio, Lucas County, ss:

The foregoing instrument was acknowledged before me as of this 4th day of JANUARY, 2005 by Donald J. Ulrich, member of Wrenwood Holding Company, Ltd., an Ohio limited liability company, on behalf of said company.

[Signature]  
Notary Public



Patricia A. Lammon  
Notary Public, State of Ohio  
**CONSENT OF FIRST MORTGAGE HOLDER**  
**FIFTH THIRD BANK**  
AN OHIO BANKING CORPORATION  
My Commission Expires 9-20-09  
9-20-09

The undersigned, Fifth Third Bank, an Ohio banking corporation, as holder of a record mortgage against the property covered by the foregoing Declaration of Restrictions for The Ridge at Wrenwood Plat I, a subdivision in the Township of Monclova, Lucas County, Ohio, does hereby consent to the adoption and recording of the foregoing said Declaration.

This Consent shall be binding upon and inure to the benefit of the undersigned and its successors and assigns.

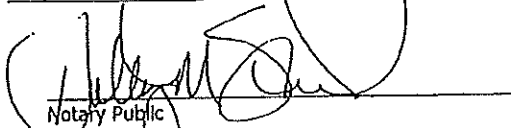
The undersigned has duly executed this Consent this 3rd day of January, 2005

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: [Signature]

State of Ohio, County of Lucas, ss:

The foregoing Instrument was acknowledged before me this 30<sup>th</sup> day of January 2005 by Jerome R. Parker the V.P. of Fifth Third Bank, an Ohio banking corporation, on behalf of said corporation.

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



**HOLLY M. STEWARD**  
Notary Public - State of Ohio  
My Commission Expires March 28, 2007

This Instrument Prepared by:  
Jerome R. Parker, Esq.  
Gressley, Kaplin & Parker, LLP  
608 Madison Avenue, Suite 930  
Toledo, Ohio 43604  
FILED:\XCH\WALKWOOD\Wrenwood Holding Co Walkway Easement.doc

CONSENT OF RECORD OWNER

WHEREAS, THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, (hereinafter referred to as "Trustee") is the legal record holder of all the platted lots in the recorded plat of Ridge at Wrenwood Plat I, a Subdivision in the Township of Monclova, Lucas County, Ohio, which plat is recorded in Volume \* of Lucas County, Ohio Plat Records, pages and (hereinafter referred to as "the Plat"); and \*200501040000711

WHEREAS, it is the intention of Trustee to consent to the adoption of the foregoing Grant of Easement for said Grant having been executed by the beneficial owner of the subject trust, Wrenwood Holding Company, Ltd.

NOW, THEREFORE, Trustee, in consideration of the enhancement in the value of said property by reason of the adoption of the foregoing Grant, and in furtherance of the development plan for the Plat, does for itself and its successors and assigns, hereby consent to the execution, delivery and recording of said Grant.

The Port Lawrence Title and Trust Company, Trustee, has caused its corporate name to be subscribed to these presents by Fred C. Meyer and Margretta R. Laskey this 4th day of January, 2005.

THE PORT LAWRENCE TITLE AND TRUST  
COMPANY, TRUSTEE,  
an Ohio corporation

By: Fred C. Meyer  
Fred C. Meyer, Vice President  
By: Margretta R. Laskey  
Margretta R. Laskey, President

State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 4th day of January, 2005, by Fred C. Meyer and Margretta R. Laskey the Vice President and President of The Port Lawrence Title and Trust Company, Trustee, an Ohio corporation, on behalf of said corporation.

Patricia A. Lammon  
Notary Public

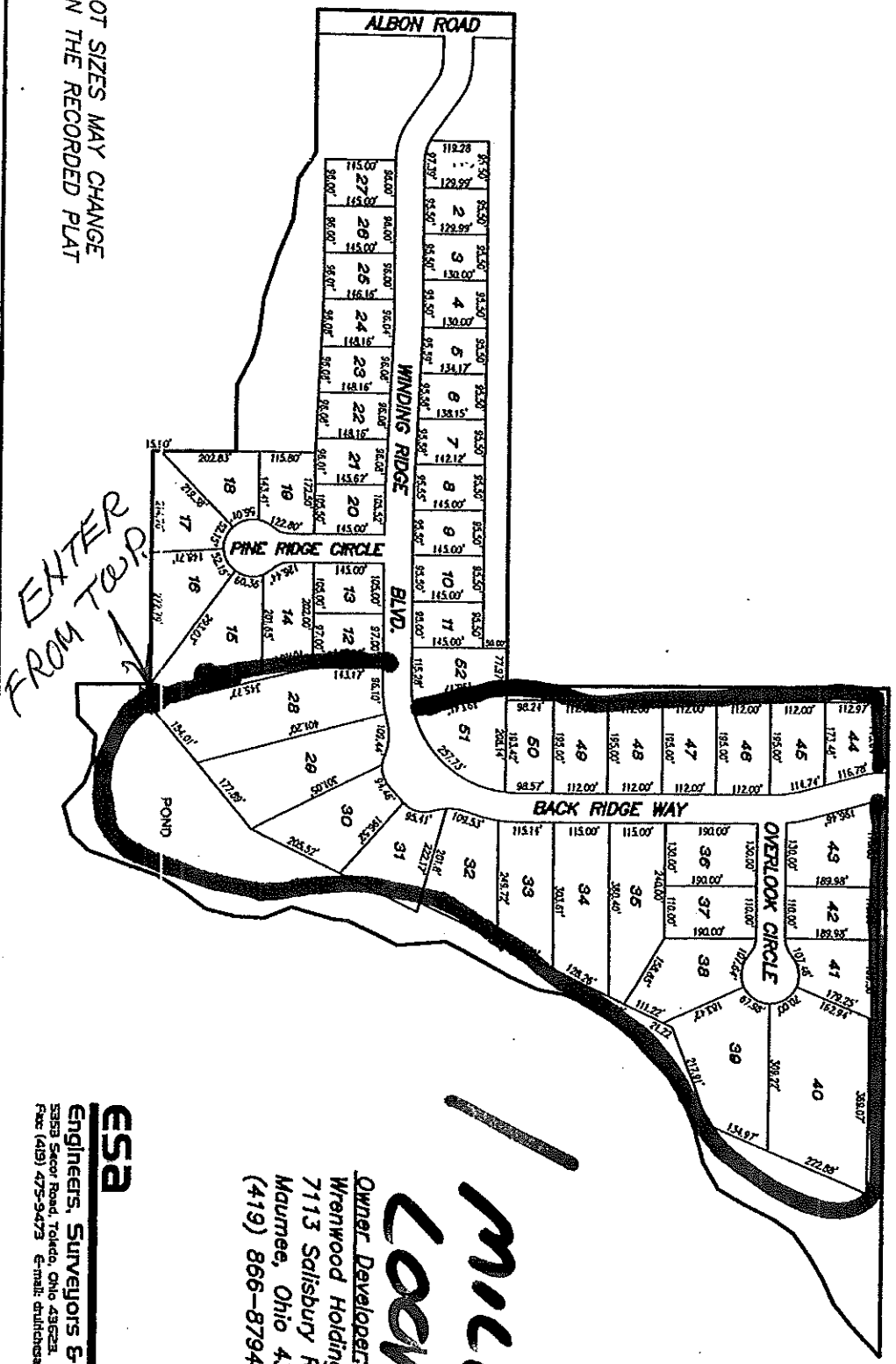
This Instrument Prepared by:  
Jerome R. Parker, Esq.  
Gressley, Kaplin & Parker, LLP  
608 Madison Avenue, Suite 930  
Toledo, Ohio 43604  
F:\MURCIN\The Ridge\Consent of Record Owner Easement.doc



Patricia A. Lammon  
Notary Public, State of Ohio  
My Commission Expires 9-20-09

# THE RIDGE AT WRENWOOD PLAT I

LOT SIZES MAY CHANGE  
ON THE RECORDED PLAT



**Owner/Developer:**  
Wrenwood Holding Company, LTD.  
7113 Salisbury Road  
Maumee, Ohio 43537  
(419) 866-8794

**Mile Loop**

**ESA**  
Engineers, Surveyors & Associates, LLC  
5353 Sactor Road, Toledo, Ohio 43624, Phone (419) 475-9445  
Fax (419) 475-9473 E-mail: [druidhess@esaengineers.com](mailto:druidhess@esaengineers.com)

OCTOBER 27, 2004



**GRANT AND DEDICATION OF EASEMENT FOR CONSERVATION  
AND COMMON AREA WALKWAY**

The undersigned, **THE RIDGE AT WRENWOOD HOMEOWNERS' ASSOCIATION, INC.**, an Ohio non-profit corporation ("Grantor" or "Association"), as record owner of Lot C ("Lot C") in the Ridge at Wrenwood, a subdivision in Monclova Township, Lucas County, Ohio ("subdivision"), pursuant to a plat ("plat") thereof recorded at Volume \_\_\_\_\_, Page \_\_\_\_ of the Lucas County, Ohio Plat Records, does hereby bargain, grant and dedicate to the Monclova Township Trustees, a political subdivision in Lucas County, Ohio ("Grantee"), on a non-exclusive basis a perpetual easement over and across Lot C, and as depicted in part on the Plat for use as open-space and as a pedestrian walkway ("Walkway") by the owners of all lots in the Plat, and any future plats of the subdivision, as well as members of the public, upon the following terms and conditions, and subject to the following restrictions:

**1. Construction of Walkway-** The Walkway shall be approximately eight (8) foot wide and be composed of mulch, and shall be maintained at all times by Grantor as defined in Section 5.0 Maintenance. Tree removal shall be limited to only trees absolutely necessary to initially construct walkway. A committee of three (3) individuals to consist of a representative from the Association, the adjacent neighboring owners and Grantee shall oversee the initial location and construction of the Walkway. Developer agrees to make modifications to Lot C, if necessary, to accommodate construction of Walkway within Lot C. No disturbance of the surface of the Property shall occur, including, but not limited to: filling; excavating; removing topsoil, sand, gravel, rocks or minerals; or changing the topography of the land in any manner, except as may be reasonably necessary to carry out uses permitted on the Property under the terms of this Easement.

**2. Permitted Uses-** The purpose of this Easement is to ensure that the scenic and natural resource values of the Property will be retained forever. This Easement is intended to prevent the use or development of the Property for any purpose or in any manner which would conflict with the perpetual maintenance of these scenic and natural resource values. By executing this Easement, the Grantor acknowledges it is giving up all development rights associated with the Property. In addition, this Easement includes covenants on the part of the Grantor to refrain from doing certain acts, as set forth below, so that all uses of the Property will be consistent with this Easement. Grantee

accepts this Easement to conserve the natural resources and scenic values of the Property for the present and future generations. The parties acknowledge that this Easement constitutes a servitude upon the land and runs with the land.

The Walkway shall be used only during the day-time hours three hundred sixty five (365) days per year but no use may be made of the Walkway prior to sunrise or after sunset on any given day. Signs shall be posted on Lot C stating such limitations. Signs shall be of a wood nature to blend harmoniously with the area and shall be maintained and replaced as needed by Grantor. Signs identifying the Property as being protected by this Easement and/or identifying the Easement's boundaries shall be erected by Grantor. Signs clearly indicating the use restrictions shall be erected by Grantor at the time the Walkway is constructed. No other signs, billboards or outdoor advertising shall be permitted.

No structures may be erected at any time on the Walkway except for benches as may be approved in style and location by the Association and Grantee. All benches shall be of a wood nature to blend harmoniously and shall be maintained and replaced as needed by Grantor, and if Grantor fails to do so, Grantee may perform Grantor's obligation and recover its costs from Grantor.

Except for vehicles and equipment used in the maintenance of the Walkway, no motorized vehicles and/or bicycles whatsoever shall be permitted on the Walkway. No horses shall be permitted on the Walkway.

Grantor will be entitled to enforce all of the above restrictions through any and all legal remedies available, including, but not limited to, injunctive relief and actions for any individual or individuals.

**3. Access-** Public access to the Walkway shall be through and from the subdivision as well as certain real property presently owned by the Grantee and located to the south of the Plat. Lot and property owners whose lot or property is contiguous to Lot C ("Contiguous Owners") within and outside of the Plat may access the Walkway directly from their respective properties, but shall not cross any one else's property in doing so.

**4. Costs, Liabilities and Taxes-** Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all

applicable federal, state and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantor. The Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

**5. Maintenance-** Maintenance shall include, but not necessarily be limited to, the following: (a) every six (6) months any brush growing into the Walkway shall be trimmed back and weed or plant growth coming up in the Walkway shall be sprayed with roundup, (b) twice per year new mulch shall be put down on the Walkway, (c) the Ridge Homeowners Association in conjunction with the Army Corp. of Engineers shall make every effort to control erosion in areas where the Walkway is immediately adjacent to Swan Creek. If erosion causes any portion of the Walkway to become unsafe and/or unusable that portion of the Walkway shall be either relocated or repaired as necessary at Grantor's cost. No trash, garbage, refuse or unsightly or offensive materials of any kind shall be placed, collected or stored on the property. If Grantor shall fail to conduct these maintenance activities, the Contiguous Owners and/or Grantee may request in writing that Grantor perform such required maintenance within thirty (30) days of such written notice. If Grantor fails to perform said maintenance after said notice, then the Contiguous Owners and/or Grantee may have the maintenance performed and recover the costs of same to Grantor. In that regard, Grantor may levy and collect as part of the Common Area expense for the subdivision, to be paid by all Lot owners in the subdivision, all costs necessary to so maintain and insure the Walkway. Grantor agrees to include within the recorded restrictions for each plat in the subdivision references to this Grant and the obligations of the Grantor hereunder.

**6. Enforcement-** If the Grantee becomes aware of an actual or threatened event of noncompliance with this Easement, Grantee shall give notice to Grantor of such event or circumstance via certified mail, return receipt requested, and demand corrective action to cure and abate such event or circumstance of noncompliance and to restore the Property to its previous condition. If such an event is corrected through negotiation and voluntary compliance, the Grantor shall reimburse Grantee all reasonable costs incurred

as a result of the noncompliance, including staff time, attorneys fees and restoration costs. If the Grantor fails to discontinue, abate or take such other corrective action as may be demanded by Grantee, the Grantee shall have the right to bring an action in law or in equity in a court of competent jurisdiction to enforce the terms of this Easement; to enjoin the violation through injunctive relief; to seek specific performance; and to recover any damages arising from noncompliance. Such damages, when recovered, may be applied by Grantee to corrective action on the Property. If a court determines that the Grantor has failed to comply with this Easement, the Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs and reasonable attorney's fees, in addition to any other payments ordered by the Court. If Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Easement and that Grantee has initiated litigation without reasonable cause or in bad faith, the Grantee shall reimburse Grantor for any reasonable cost of defending such action, including court costs and reasonable attorney's fees. The parties acknowledge that actual or threatened events of noncompliance of this Easement constitute immediate and irreparable injury, loss, and damage to the Property and accordingly entitle Grantee to such equitable relief as the court deems just and appropriate including, but not limited to, injunctive relief and specific performance. 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 Property resulting from causes wholly beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, any action by a trespasser, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. If there is an actual or threatened event of noncompliance, any delay or omission by Grantee in the exercise of its rights shall not be construed as waiver or otherwise impair its rights. The remedies described in this section are in addition to, and not in limitation of, all other remedies available to Grantee at law, in equity, or through administrative proceedings.

**7. Amendments-** This Grant and Dedication shall run in perpetuity and shall be binding upon Grantor, its successors and assigns. This Grant may be amended by the Grantor and Grantee pursuant to a written recordable document executed by Grantor and Grantee, provided, however, that any amendment or modification that would: (a) preclude or limit access to the

Walkway by the general public from sunup to sundown, three hundred sixty-five (365) days per year; (b) would result in any charge or payment for access to the Walkway; (c) would impose an unreasonable burden or restriction on access to the Walkway; or (d) change the right of approval described herein shall not be effective unless the owners of the tax parcels that are immediately contiguous to the Ridge at Wrenwood, Plat 1, a subdivision in Monclova Township, Lucas County, Ohio ("adjacent owners") have received notice of the proposed changes and a public hearing is held to consider such changes prior to any action by the Trustees. Grantor and Grantee acknowledge that the adjacent owners are, among others, third party beneficiaries of this Agreement.

Grantor and Grantee may from time to time enact other rules, restrictions and regulations governing the use of the Walkway which shall be binding upon all entitled to its use pursuant to this Grant and Dedication, provided, however: (a) under no circumstances will members of the general public be prohibited from accessing the Walkway from sunup to sundown, three hundred sixty-five (365) days per year, pursuant to the provisions of this Grant, and (b) all such modifications to the rules, restrictions or regulations made by Grantor must also be approved by the Grantee in writing.

**8. Severability-** If a court determines that a provision(s) of this Easement is invalid the remaining provisions shall remain in full force and effect. Similarly, if a court determines that the application of this Easement to a particular person or circumstance is invalid, its application to other persons or circumstances shall remain in full force and effect. This Grant shall be recorded at Grantor's cost.

**9. Release, Hold Harmless Provision-** The Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, trustees, officers, employees, agents and contractors, and the heirs, executors, administrators, successors and assigns of each of them (collectively, the "Indemnified Parties"), from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the violation or alleged violation

of, or other failure to comply with, any federal, state, or local law, regulation or requirement, including, without limitation, CERCLA and any corresponding state law or statute, by any person other than the Indemnified Parties, in any way affecting, involving or relating to the Property; (c) the presence or release in, on, from or about the Property, at any time, 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 or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (d) the obligations, covenants, representations, and warranties of Sections 8.0 and 9.0 hereof.

**10. Grantee's Rights-** To accomplish the purpose and to assure compliance with this Easement the Grantee shall have the following rights: (a) The right to enter upon the Property at reasonable times to monitor compliance with this Easement, to enforce the terms of this Easement, or to conduct scientific or related investigations of the Property. (b) The right to prevent any activity on or use of the Property that is or may be inconsistent with the provisions of this Easement and to require the restoration of all areas or features of the Property that are damaged by such activity or use pursuant to the remedies provided for in Section 6.0, Enforcement.

THIS GRANT has been duly executed by Grantor this \_\_\_\_ day of \_\_\_\_\_ 2003.

**THE RIDGE AT WRENWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
An Ohio non-profit corporation**

By: \_\_\_\_\_  
Donald J. Ulrich, President

State of Ohio, Lucas County, ss:

The foregoing instrument was acknowledged before me as of this \_\_\_\_ day of \_\_\_\_\_, 2003, by Donald J. Ulrich, President of The Ridge at Wrenwood Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

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