

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (this "Declaration") is made on this _____ day of _____ 20__ by _____ [Name of Declarant], [a or an] _____ (eg: Municipality/County/District; the "Declarant").

Recitals:

- A. Declarant owns certain property located in _____, County, Ohio as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Declarant applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code § 164.20 et seq. (the "Grant"). In connection with Declarant's application for the Grant, Declarant proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.
- C. As a condition to Declarant's receipt of the Grant, Declarant has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself and its successors and assigns as owners of the Property, hereby agrees as follows:

§1. Use and Development Restrictions. Declarant hereby agrees, for itself and its successors and assigns as owners of the Property, that the Property shall be subject to the following: (INSERT SPECIFICS FROM GRANT APPLICATION)

§2. Perpetual Restrictions. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§3. Enforcement. If Declarant, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Declarant or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received by Declarant, together with interest accruing at the rate of six percent (6%) per annum from the date of Declarant's receipt of the Grant, or (b) two hundred percent (200%) of the fair market value of the Property as of the date of demand by OPWC. Declarant acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event a breach or violation of the covenants and restrictions set forth herein, the determination of which is not readily ascertainable. OPWC shall have the right to enforce, by any proceedings at law or in equity all restrictions, conditions and covenants set forth herein. Failure by OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

§4. Restriction on Transfer of the Property. Declarant acknowledges that the Grant is specific to Declarant and that OPWC's approval of Declarant's application for the Grant was made in reliance on Declarant's continued ownership and control of the Property. Accordingly, Declarant shall not voluntarily or involuntarily sell, assign, transfer, lease exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.

§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Declarant: _____

OPWC: Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, Ohio 43215
Attn: Director

§7. Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictions to be executed this _____ day of _____, 20__.

DECLARANT:

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

This instrument was prepared by:

