

B. NATURAL RESOURCE PROTECTION EASEMENTS

TO HAVE AND TO HOLD Tracts No. 29 through 37, together with all hereditaments and appurtenances, unto Grantee to and for the proper use and behoof of Grantee, its successors and assigns forever as Natural Resource Protection Easements for the purpose of preserving and protecting natural resources. For said purpose Grantor covenants that Tracts No. 29 through 37 shall be subject to the following terms and conditions:

1. No trees, shrubs or other vegetation now or hereafter existing within the easement areas shall be destroyed or removed except by mutual agreement of Grantor and Grantee and consistent with the conservation purposes to be achieved hereby.
2. No topsoil, sand, gravel, loam, rock or any other minerals shall be excavated, dredged, disturbed or removed from the easement areas except by mutual agreement of Grantor and Grantee.
3. No building, fence, swimming pool, outbuilding, play equipment or other structure or obstruction whatsoever shall be erected within the easement areas and no pavement shall be constructed thereon.
4. No dumping or placing of soil or other substance or material as landfill. Additionally, no dumping or placing of trash, waste or unsightly or offensive materials shall be permitted within the easement areas.
5. No other activities shall be permitted within the easement areas which would or might be detrimental to drainage, flood control, water conservation, water quality facilities erosion control or soil conservation and no other acts or uses detrimental to the preservation of the easement areas shall be permitted.
6. Notwithstanding paragraphs 1 through 5 above, normal property maintenance is not prohibited provided that the activities are performed in a manner that minimizes adverse effects to the protected area:

- a. For the purposes of this paragraph, "normal property maintenance" means activities required to maintain lawfully existing artificial and natural features, landscaping and gardening. These activities include:
- (i) Mowing of existing fields or lawns;
 - (ii) Pruning of trees and shrubs;
 - (iii) Cutting of dead trees;
 - (iv) Replacement of existing non-native plants with either native or non-invasive, non-native species;
 - (v) Limited supplemental planting of non-invasive, non-native plant species that will not significantly change the character of the existing vegetational community of the conservation area. The creation of a lawn is not considered supplemental planting;
 - (vi) Planting of native species, that is, plants naturally occurring in the conservation areas in the local region;
 - (vii) Continued cultivation of existing gardens; and
 - (viii) Maintenance of artificial features including the repair, rehabilitation, replacement, maintenance or reconstruction of any currently serviceable structure, lawfully existing prior to the date of this grant of easements.
- b. Any activity that involves or causes the substantial alteration or change of the existing characteristics of the easement areas shall not be considered normal property maintenance. Activities which involve or cause substantial alteration or change of the easement areas include, but are not limited to, extensive removal or destruction of vegetation by clear cutting, cutting, mowing (except as described in 6.a.(i) above), burning or application of herbicides, planting of ornamental plants or

lawns for landscaping purposes (except as described in 6.a.(iv), (v), and (vi) above), regrading or significant changes in the existing surface contours and the placement of fill, pavement or other impervious surfaces.

7. Minor and temporary disturbances of the easement areas resulting from, and necessary for, normal construction activities on land adjacent to the easement areas is permitted, provided the activities do not result in adverse environmental effects on the easement areas and do not continue for more than six (6) months. For the purposes of this paragraph, minor and temporary disturbances include, but are not limited to, the placement of scaffolds or ladders, the removal of human-made debris by non-mechanized means which does not destroy woody vegetation, the placement of temporary construction supports, and the placement of utility lines over or under a previously authorized, currently serviceable paved roadway surface;
8. Nothing herein contained shall be deemed to restrict the right of Grantor to maintain all roads, trails, bridges and structures existing within the easement areas as of the date hereof.
9. Although the Natural Resource Protection Easements granted hereby have been created for the benefit of the general public through the protection of water and land resources and natural beauty, nothing contained herein shall be construed to create a new right of access or to use the easement areas in the public, and Grantor shall, subject to Grantee's inspection rights hereinafter set forth, retain the exclusive right of access to and use of the area of the easement.

TOGETHER WITH the right of ingress and egress over Tracts No. 29 through 37 and a perpetual right of way. Grantor further covenants that said Natural Resource Protection Easements shall consist of permanent width and dimension equal to that and the same as that set forth in Exhibits "CC" through "KK."

IT IS FURTHER UNDERSTOOD that the Doctrine of Changed Circumstances