**EXHIBIT C**

The restrictions created and imposed herein are perpetual and run with the land as enforceable encumbrances.

 If any of the restrictions enumerated below are breached, then and in that event ODOT shall have the right to exercise all rights and remedies and to maintain any action in law against the current fee owner of the Restricted Area conveyed herein, regardless of whether such current fee owner of the Restricted Area acquired title thereto from ODOT or from a subsequent owner.

The restrictions hereby imposed upon Grantee’s use of the Restricted Area and the acts which Grantee covenants to do and to refrain from doing upon said Restricted Area are as follows:

[S] 1. The Restricted Area shall be maintained by Grantee in its natural state; for the purposes of the Director’s Deed [“Deed”] to which this Exhibit C is attached, the term “natural state” means: the physical status quo ante of the Restricted Area immediately prior to the time Grantor executed the Deed, as such physical status may change or evolve due to only natural causes.

[S] 2. Grantee shall not, nor permit others to, use, exercise, or transfer any development rights on or to the Restricted Area, or any portion thereof. For purpose of this section, “development rights” include, without limitation, any and all rights, however designated, now or hereafter associated with the Restricted Area or any other property that may be used, pursuant to applicable zoning laws or other governmental laws or regulations, to compute permitted size, height, bulk or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Restricted Area.

[S] 3. Other than those existing on the Restricted Area immediately prior to the time Grantor executed the Deed, Grantee shall not, nor permit others to, place or erect any buildings, billboards, or other structures of any kind, either temporary or permanent, on the Restricted Area, except as otherwise expressly provided herein.

[S] 4. Within the boundaries of the Restricted Area, Grantee shall not, nor permit others to, engage in any of the following activities: (a) industrial, (b) commercial, (c) farming, (d) animal husbandry, including the maintenance of livestock, (e) agricultural, (f) horticultural, (g) filling, (h) excavating, (i) removing, mining, or extracting top soil, sand, gravel, rock, minerals, coal, gas, oil, or other materials, (j) building additional or new roads, or (k) changing the topography in any manner, except such changes in topography as may be caused by natural forces.

[S] 5. Within the boundaries of the Restricted Area, Grantee shall not, nor permit others to, apply or use any herbicides or pesticides except as expressly approved and prescribed in writing by Grantor; nor shall Grantee apply or use, nor permit others to apply or use, any such approved and prescribed herbicides or pesticides in any manner or method except as may be expressly approved and prescribed in writing by Grantor.

**OR**

[O] 5. Within the boundaries of the Restricted Area, Grantee shall not, nor permit others to, use any herbicides or pesticides except those herbicides and pesticides that are safe for use near water; any such permissible herbicide or pesticide used or applied in or around surface water must be labeled by its manufacturer as being appropriate for use in and around standing or flowing water; any such application or use of a permissible herbicide or pesticide shall be done in accordance with the methods prescribed by the State of Ohio, Department of Agriculture (“ODA”) and in accordance with the instructions included with the permissible herbicide or pesticide by the manufacturer, if there is a conflict between the methods prescribed by ODA and the manufacturer’s instructions, the methods prescribed by ODA shall control; and any such permissible herbicide or pesticide shall be applied by only a person licensed or certified to apply the same.

[S] 6. Grantee shall not, nor permit others to, erect power transmission lines on the Restricted Area without the express written consent of Grantor.

Provided, however, Grantee does have those rights in the Restricted Area that are necessary to maintain, repair, and replace existing telephone lines and related equipment, electric lines and related equipment, water wells and water lines and related equipment, or other utility lines or mains and related equipment as may be needed to continue to provide Grantee, its successors and assigns, with such utilities and services in the same manner as were enjoyed immediately prior to the time Grantor executed the Deed. When maintaining, repairing, or replacing ­any such utilities, related equipment, or services, Grantee shall use the minimum area within the boundaries of the Restricted Area as may be necessary to accomplish the task; all such work on utilities, related equipment, and services shall be performed in such manner as Grantor and Grantee may agree upon in a writing signed by each of them; and, upon completion of such work, the area within the boundaries of the Restricted Area used to effectuate any such maintenance, repair, or replacement of the utilities, related equipment, or services shall be restored to its previous state or condition, or as near thereto as may be practicable under the circumstances.

[S] 7. Within the boundaries of the Restricted Area, Grantee 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 Grantor.

**OR**

[O] 7. Within the boundaries of the Restricted Area, Grantee 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 Grantor; (B) if done selectively from an upland buffer area, or dead, diseased or injured trees for Grantee’s personal use from any portion of the Restricted Area; (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; or (D) if required for the protection of an existing oil pump located on or adjacent to the Restricted Area.

Grantee 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 (D) of this Section 7 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.

[S] 8. Grantee shall at all times keep the Restricted Area free and clear of any garbage, trash, and machinery; and Grantee shall not, nor permit others to, accumulate or store any materials on the Restricted Area. Provided, however, no provision of this instrument shall be interpreted or construed as imposing upon Grantee any duty to remove garbage, trash, machinery, or other unsightly material left or deposited upon the Restricted Area unlawfully by persons acting without Grantee’s consent.

[S] 9. Within the boundaries of the Restricted Area, Grantee may engage in wildlife management practices and activities but only if such a wildlife management practice or activity is deemed to be sound by state and federal wildlife resource management agencies as a whole, and such practice or activity is consistent with the obligations set forth herein.

[S] 10. Except as otherwise expressly provided for herein, Grantee shall not, nor permit others to, engage in any use of or activities on the Restricted Area that might endanger its natural state.

[S] 11. Grantor has the right to periodically enter upon and inspect the Restricted Area for violations of the terms of these Restrictions. If, within sixty (60) days after receiving Grantor’s written notice of a violation, Grantee fails to remove, eliminate, or cure any such violation, Grantor may remove, eliminate, or cure any such violation by Grantee at the sole expense of Grantee; in addition to any and all other remedies Grantor might have for a breach of these Restrictions, Grantor is hereby invested with the right to bring suit against Grantee to collect any such expenses, which shall include the reasonable attorneys’ fees incurred by Grantor in prosecuting such a collection action.

[S] 12. Grantee may, at its exclusive election, post or clearly mark the boundaries of the Restricted Area so as to indicate and notify all public and private persons or entities that the Restricted Area is subject to these Restrictions.

[S] 13. Grantor has the unfettered right to assign its rights, titles and interests retained or acquired in the Restricted Area by virtue of these Restrictions, with any such assignee enjoying any and all such rights, titles and interests in the Restricted Area, including those relevant to inspection, enforcement and posting, the same as if such assignee had been the Grantor named in the Deed.

[S] 14. Except as otherwise expressly provided for herein, Grantee, its successors and assigns, are vested with any and all of Grantor’s rights, titles, and interests in the Restricted Area, including the right to use the Restricted Area for any and all purposes not inconsistent with these Restrictions, such as but not limited to hunting, fishing, and other recreational uses. Provided however, in the course of exercising any such recreational uses, Grantee, his heirs, successors and assigns shall not use any type of vehicle whatsoever, whether it is motorized or otherwise propelled or powered, nor shall horse riding activities of any kind be permitted.

**OR**

[O] 14. Except as otherwise expressly provided for above, Grantee, its successors and assigns, are vested with any and all of Grantor’s rights, titles, and interests in the Restricted Area, including the right to use the Restricted Area for any and all purposes not inconsistent with these Restrictions, such as but not limited to hunting, fishing, and other recreational uses. Provided however, in the course of exercising any such recreational uses, Grantee, his heirs, successors and assigns shall not use any type of vehicle whatsoever, whether it is motorized or otherwise propelled or powered, nor shall horse riding activities of any kind be permitted; provided, further however, Grantee may use any mode of transportation within the Restricted Area if such mode of transportation is necessary for the mitigation site activities necessary to comply with these Restrictions.

**OR**

[O] 14 Except as otherwise expressly provided for above, Grantee, its successors and assigns, are vested with any and all of Grantor’s rights, titles, and interests in the Restricted Area, including the right to use the Restricted Area for any and all purposes not inconsistent with these Restrictions, such as but not limited to hunting, fishing, and other recreational uses. Provided however, in the course of exercising any use expressly provided for above or any such recreational uses, Grantee, its successors and assigns, shall not use any type of vehicle whatsoever, whether it is motorized or otherwise propelled or powered, nor shall horse riding activities of any kind be permitted; provided further that Grantee may for the express purposes of agricultural management, woodland management or wildlife management use a vehicle or horse on the roads and trails situated within the Restricted Area.

[O] 15. Grantee, its successors and assigns, are vested with the right to, or permit others to, use the Restricted Area in the following ways:

(A) As a nature study or to conduct habitat enhancement project endeavors consistent with the terms of these Restrictions;

(B) For the specific commercial use of selling any wood or wood products generated from the allowable cutting mentioned above in Section 7;

(C) For the maintenance and repair of any existing gates and fences on the Restricted Area, or to erect additional gates and fences in the interior of the Restricted Area to control trespassing; provided, however, the design of any such additional gates or fences will not significantly diminish the natural qualities of the Restricted Area; and

(D) For the maintenance and repair of any existing trails and roadways on the Restricted Area.

[O] 16. This Section will identify the existence and location of any existing oil/gas wells or leases.

Grantee shall coordinate with all the operators and/or lessees of the aforementioned oil and/or gas wells or leases and the State of Ohio, Environmental Protection Agency, to assure that: (A) the impact of the operation, installation and maintenance of any oil and/or gas well, and any equipment ancillary thereto, including but not limited to storm water runoff and water quality, is minimal; (B) any impact on water resource setback areas is avoided to the greatest extent possible so as to protect water quality; and (C) any area within the Restricted Area disturbed by the activities of such an operator and/or lessee of an oil and/or gas well or lease is restored to its natural state. Grantee shall provide written notice immediately to Grantor (and/or the successor or assignee of Grantor’s rights, titles and interests in the Restricted Area, if any) of any significant chemical release or spills on the Restricted Area caused in connection with the operation of the oil and/or gas lease identified above, and the potential impact any such oil and/or gas lease activities might have on the Restricted Area.