

EXHIBIT B RESERVATIONS AND COVENANTS

Subject to zoning and building laws and ordinances, easements, agreements, reservations, covenants and restrictions of record, any statement of facts an accurate survey might show, encroachments and variations from the record lines of hedges, retaining walls, sidewalks and fences and any prior preservation of minerals:

1. The property is dedicated in perpetuity for open space public use and purposes and the County will faithfully manage the property for its designated open space purpose and for public use.
2. The restrictive covenants will not allow the County to erect or permit to be erected any structures or other improvements on the property unless such structures and improvements are pre-approved in writing by the Department to assure, they will not be subject to flood damage.
3. The County agrees that it will not convey the property or any interest therein without the express written approval and consent of the Director of the Department. The Department will only consider conveyance of the property by the County to another unit of government for open space public use and purposes. Any such unit of government must be willing to accept the restrictive covenants running with the property. Any conveyance document from the County to another unit of government must be approved by the Department before it is executed by the County or accepted by the unit of local government.
4. The Department will reserve all present rights and any future rights which may occur to enforce the restrictive covenants or agreements both at law and in equity. The County agrees that any breach or threatened breach of the covenants and conditions may be enjoined upon the application by the Department. In addition, the Director of the Department will have the option to reclaim the property if the County fails to remove or correct any violation of the covenants or conditions within thirty (30) days after the mailing of written notice thereof by said Director to the County.