

ORDINANCE NO. 13-13

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A WARRANTY DEED FROM RONALD F. LECH FOR THE DONATION OF 47.1564 ACRES OF LAND TO BE PRESERVED AS A NATURAL SANCTUARY AND OPEN SPACE FOR THE VILLAGE OF SPENCER PARKS DEPARTMENT AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer,
Ohio, three-fourths (3/4) of its members concurring herein as follows:

1. That the Mayor is hereby authorized and directed to accept a Warranty Deed from Ronald F. Lech for the donation of 47.1564 acres of land, being known as being part of Lots 4 and 6 in Section 12 of the Township of Spencer, Permanent Parcel Nos. 036-08C-20-038 and 036-08C-20-033, to be preserved as a natural sanctuary and open space for the Village of Spencer Parks Department.
2. That a copy of the Warranty Deed is marked "Exhibit A," attached hereto and incorporated herein.
3. That the Mayor is further authorized and directed to accept the subject property subject to a Conservation Easement as between Ronald F. Lech and Western Reserve Land Conservancy, a copy of which Easement is attached hereto and incorporated herein as "Exhibit B."
4. That this Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said Village and for the particular reason that it is immediately necessary to accept the donation of land from Mr. Lech to the Village of Spencer so that the deed transferring the property may be immediately recorded

and stewardship over the land to be used as park land may begin as soon as possible, and that this Ordinance shall be in full force and effect from and after its passage.

PASSED: October 16, 2013



DAN DeROSSETT, Mayor Pro Tem

ATTEST:



SHERI RAMEY, Village Fiscal Officer

WARRANTY DEED

KNOW ALL BY THESE PRESENTS

THAT, I, **RONALD F. LECH**, a single person, the Grantor, for the consideration of Ten and more Dollars (\$10.00+) received to my full satisfaction of the **VILLAGE OF SPENCER, OHIO**, an Ohio municipal corporation, the Grantee, do **Give, Grant, Bargain, Sell and Convey** unto the said Grantee, its successors and assigns, the following described premises:

See "Exhibit A" attached hereto for legal description of two parcels of land.

Tax Mailing Address: 109 North Main Street, P.O. Box 336, Spencer, Ohio 44275

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever,

And that, I, **RONALD F. LECH**, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, I am well seized of the above-described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are **free from all encumbrances whatsoever** except subject to all legal highways, zoning ordinances, easements and rights-of-way of record, if any; restrictions of record, if any; oil and gas leases of record, if any; and taxes and assessments for tax year 2012 and thereafter, which are to be prorated and thereafter all taxes and assessments are assumed by the Grantee, and that I will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever except as hereinabove excepted.

EXHIBIT A

In Witness Whereof, I have hereunto set my hand, the 25 day of Sept,
2013, at Medina, Ohio.

Ronald F. Lech
RONALD F. LECH

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally
appeared the above-named **RONALD F. LECH**, who executed the foregoing instrument in my
presence and acknowledged the same to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
25 day of Sept, 2013, at Medina, Ohio.

Gregory A. Huber
NOTARY PUBLIC
1/5 Expiration Date

This instrument prepared by:
Gregory A. Huber, Esq.
Gregory A. Huber, LLC
600 East Smith Road
Medina, OH 44256
Tel: (330) 722-5300

EXHIBIT A

PARCEL 1:

Situated in the Township of Spencer, County of Medina, and State of Ohio, and known as being part of Lots 4 & 6 in Section 12 of said Township, also being part of a parcel of land conveyed to Ronald F. Lech, on December 5, 1996, in O.R. 1257, Page 156, of Medina County Recorder's Office and further bounded and described as follows:

Commencing at a record railroad spike in the centerline of T.H. 68, Old Mill Road, 60 feet wide, at its intersection with the west line of Section 12 and being the southwest corner of Lot 6;

Thence North 00 degrees 30' 49" East along the west line of Section 12, passing through a record railroad spike in the root of a large maple tree and the north right-of-way line of Old Mill Road 30.00 feet from the centerline of T.H. 68, 644.59 feet to a record 5/8" iron pin at the northwest corner of a 4.6645 acre parcel of land conveyed September 14, 1977, to Michael D. & Kimberly A. Brehm by Deed Volume 498, Page 99, of the Medina County Recorder's Records, said point being the Place of Beginning of the parcel of land herein described;

Thence from said Place of Beginning N 00 degrees 30' 49" East continuing along the West line of Lot 6 & Section 12, 1470.87 feet to a record 3/4" rebar with a cap stamped 'Boreman-6855' in the South Corporation Line of Spencer Village at the Southwest corner of Village Lot 138 created through an Annexation Plat prepared by Bock and Clark, Inc., and by Village Ordinance recorded October 11, 1979, in Plat Book Volume 20, Page 46, and Official Record Volume 29, Page 573, respectively, of the Medina County Recorder's Office;

Thence South 89 degrees 24' 22" East along a South Corporation Line of Spencer Village, 763.38 feet to a record 3/4" rebar with a cap stamped 'Boreman-6855';


Thence South 00 degrees 26' 38" East along a South Corporation Line of Spencer Village, 110.00 feet to a record 3/4" rebar with a cap stamped 'Boreman-6855';

Thence South 89 degrees 24' 22" East along a South Corporation Line of Spencer Village, 836.30 feet to a record 3/4" rebar with a cap stamped 'Boreman-6855';

Thence South 00 degrees 26' 38" West continuing along the Corporation Line of Spencer Village, 596.00 feet to a record 3/4" rebar with a cap stamped 'Boreman-6855';

Thence South 89 degrees 24' 22" East along a South Corporation Line of Spencer Village, 261.01 feet to a record 5/8" rebar with a cap stamped 'Cunningham' in Lot 4 at the Northwest corner of Sublot 6 of Mill Creek Crossing, as recorded in Plat Book Volume 28, Page 273, of the Medina County Recorder's Office; Thence along said Mill Creek Crossing the following 8 courses:

1. Thence South 34 degrees 25' 38" West, a distance of 327.00 feet to a record 5/8" rebar with a cap stamped 'Cunningham';

 5/7/2013
MEDINA COUNTY TAX MAPS DATE
LEGAL DESCRIPTION
☒ APPROVED
☐ NOT APPROVED

2. Thence North 56 degrees 19' 36" West, a distance of 229.91 feet to a record 5/8" rebar with a cap stamped 'Cunningham';
3. Thence South 59 degrees 31' 27" West, 425.95 feet and passing through record 5/8" rebars with caps stamped 'Cunningham' at 72.59 feet and 272.59 feet to a record 5/8" rebar with a cap stamped 'Cunningham';
4. Thence South 04 degrees 37' 00" East, 325.26 feet to a record 5/8" rebar with a cap stamped 'Cunningham', in the centerline of T.H. 597, Millstone Lane, 60 feet wide;
5. Thence North 89 degrees 21' 18" West, along the centerline of Millstone Lane, 140.00 feet to the centerline intersection of Millstone Lane and T.H. 596, Miller's Pass 60' to a record 5/8" rebar with a cap stamped 'Cunningham';
6. Thence North 89 degrees 21' 18" West, 81.06 feet along the centerline of said Millstone Lane to a point of curvature and a record 5/8" rebar with a cap stamped 'Cunningham';
7. Thence 177.21 feet along the arc of a curve to the right, with a radius of 400.00 feet and a chord of 175.76 feet that bears North 76 degrees 39' 48" West to a record 5/8" rebar with a cap stamped 'Cunningham';
8. Thence South 26 degrees 01' 43" West, 358.20 feet to a record 5/8" rebar with a cap stamped 'Cunningham';

Thence North 89 degrees 21' 18" West, 39.89 feet along the North Line of a 1.5839 Acre Parcel conveyed to Ronald F. Lech on December 5, 1996, in Official Record Volume 1257, Page 156, of the Medina County Recorder's Office;

Thence continuing North 89 degrees 21' 18" West, along the North line of a 1.50 Acre Parcel of land conveyed to Michael D. & Kimberly A. Brehm and Ronald F. Lech on July 25, 1997, in O.R. Volume 1289, Page 265, of the Medina County Recorder's Office, 100.00 feet to a record 5/8" rebar with a yellow cap marked 'C. Flanigan, Seville';

Thence continuing along the North line of said Brehm and Lech parcel of land, North 89 degrees 21' 18" West, 30.64 feet to a point in the Southeast corner of a 0.1419 Acre Parcel of land conveyed to Ronald F. Lech on December 5, 1996, in O.R. Volume 1257, Page 156, of the Medina County Recorder's Office;

Thence North 00 degrees 30' 49" East, along the East line of said 0.1419 Acre Parcel of land, 321.66 feet to a record 5/8" rebar at the Northeast corner thereof;

Thence South 76 degrees 03' 39" West, along the North line of said 0.1419 Acre Parcel and the North line of the aforesaid 4.6645 Acre Parcel of land conveyed to Michael D. & Kimberly A. Brehm, 447.46 feet to a record 5/8" rebar and the Place of Beginning,

Containing 47.0144 Acres of land, subject to all highways and easements of record. This legal description was prepared by Charles W. Flanigan, P.E., P.S., on October 15, 2012, based on information of record and not a field survey.

Permanent Parcel No.: 036-08C-20-038

PARCEL 2:

Situated in the Township of Spencer, County of Medina, and State of Ohio: And known as being part of Lot 6 in Section 12 of said Township and part of a parcel of land now or formerly belonging to Michael D. and Kimberly Brehm, who claim title by Deed filed in Deed Volume 498, page 99, of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at a railroad spike found and used in the centerline of T. H. 68, Old Mill Road (60.00 feet wide), at its intersection with the west line of Section 12 and being the southwest corner of Lot 6;

Thence South 89° 21' 18" East along the centerline of Old Mill Road and the south line of Lot 6, 413.94 feet to a railroad spike set;

Thence North 0° 30' 49" East on a line parallel with the west line of Section 12, passing through a 5/8" rebar set with a cap stamped "Boreman-6855" in the north right-of-way line of Old Mill Road 30.00 feet from the centerline of T. H. 68, 435.60 feet to a 5/8" rebar set with a cap stamped "Boreman-6855," said point being the "TRUE PLACE OF BEGINNING" of the parcel of land herein described;

Thence North 0° 30' 49" East, 316.63 feet to a 5/8" rebar set with a cap stamped "Boreman-6855" in the south line of a 71.6450 acre parcel of land conveyed December 5, 1996, to Ronald F. Lech by Deed filed in Official Record Vol. 1257, page 156, of the Medina County Recorder's Records;


Thence North 76° 03' 39" East along the south line of the Lech parcel, 20.00 feet to a 5/8" rebar found and used at the original northeast corner of the Brehm parcel;

Thence South 0° 30' 49" West continuing along the south line of the Lech parcel, 321.66 feet to a point;

Thence North 89° 21' 18" West on a line parallel with the centerline of Old Mill Road and the south line of Lot 6, 19.36 feet to the "TRUE PLACE OF BEGINNING" and containing with said bounds a total of 0.1419 acres of land, more or less, as surveyed by Frederick W. Boreman, Registered Surveyor No. 6855, January 22, 1996.

Bearings used in this description correlate to the value of North 89° 21' 18" West assigned to the south line of Lot 6 and the centerline of Old Mill Road retraced between monuments found and used that were found or set in a survey of the original Brehm parcel performed by John A. Bambeck, Registered Surveyor No. 5141 filed in Survey Book 13, Page 32, of the Medina County Tax Map Office. Frederick W. Boreman, P.S.; Registered Surveyor No. 6855; January 10, 1997.

Permanent Parcel No. 036-08C-20-033

 5/7/2013
MEDINA COUNTY TAX MAPS DATE
LEGAL DESCRIPTION
☒ APPROVED
☐ NOT APPROVED

**GRANT OF CONSERVATION EASEMENT
AND COVENANT FOR STEWARDSHIP FEES**

This Grant of Conservation Easement and Covenant for Stewardship Fees (this "Grant" or this "Conservation Easement") is made by Ronald F. Lech, an unmarried man ("Grantor"), to Western Reserve Land Conservancy ("Grantee"), an Ohio nonprofit corporation.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of two parcels of real property approximating 47.0 acres located on Millstone Lane in Spencer Township, Medina County, Ohio, known as permanent parcel numbers 036-08C-20-038 and 036-08C-20-033 and legally described in Exhibit A (the "Protected Property"), and further described and depicted in a Baseline Documentation Report designated as Exhibit B, with the Property Identification map included in Exhibit B depicting the Protected Property in crosshatch, both of which exhibits are attached hereto and made a part hereof; and

WHEREAS, Grantee is organized and operates exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 ("IRC"), as amended, including to preserve and protect open space and scenic areas and to protect natural environmental systems in Northeastern Ohio, including the acquisition of interests in real property, and is therefore a charitable organization which, under Section 5301.69(B) of the Ohio Revised Code ("ORC"), may acquire and hold conservation easements; and

WHEREAS, the Protected Property possesses significant scenic, natural, aesthetic and open space values, which values (collectively, "Conservation Values") are of great importance to Grantor, to Grantee, to the residents of Spencer Township, Medina County, and to the State of Ohio; and

EXHIBIT B

WHEREAS, Grantor and Grantee agree that the Baseline Documentation Report provides an accurate representation of the Protected Property and its Conservation Values as of the effective date of this Grant and that it is intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and

WHEREAS, the Protected Property is located within Grantee's service area and has substantial value as a scenic, natural, aesthetic, and educational resource in its present state as a natural, scenic, open and wooded area, constituting a natural habitat for plants and wildlife; and

WHEREAS, the Protected Property is adjacent to the Spencer Reservoir and Village of Spencer public park, and is located in close proximity to several other preserved properties, thereby creating a significant opportunity to connect those properties and the Protected Property to establish a corridor of preserved properties in this area of recent high development pressure; and

WHEREAS, the Protected Property is located in close proximity to Medina County's largest Amish community; and

WHEREAS, the Protected Property contains high quality habitat, ephemeral and perennial streams and streamside forests; and

WHEREAS, the Protected Property is in part open fields and in part woodlands, wetlands, and stream corridors, all of which are described and depicted in Exhibit B; and

WHEREAS, the Protected Property contains approximately 1,095.6 linear feet of a tributary to Coon Creek, a tributary of the Black River; and

WHEREAS, the Protected Property contains approximately 39.4 acres of old field that has recently been planted with a variety of hardwood and softwood saplings, which will facilitate the quick succession from field to forest; and

WHEREAS, the Protected Property contains approximately 5 acres of mixed hardwood forest and 1.8 acres of upland scrub and shrub; and

WHEREAS, Grantor and Grantee recognize the aforesaid Conservation Values of the Protected Property in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively, the common purpose of (a) conserving and protecting the Natural Areas of the Protected Property in perpetuity as natural habitat for plants and wildlife, and (b) at Grantor's option, providing long-term benefits to the citizens of Spencer Township, Ohio and Medina County by operating the Protected Property as a Passive Use Public Park (as hereinafter defined); and

WHEREAS, "Passive Use Public Park" means a park that is operated for Passive Park Uses, as distinguished from active uses; and

WHEREAS, "Passive Park Uses" excludes active recreational uses, such as sports fields and courts, golf courses and motor vehicle tracks, but includes uses and management practices which (a) maintain and enhance environmental quality, (b) provide sanctuary for native plants and animals, (c) avoid significant degradation of soils, wildlife, plant habitats and water quality by use of vegetative buffers along streams and wetlands, and (d) limit physical alteration of the Protected Property to creation and maintenance of trails and to the Future Improvements and to those activities not otherwise restricted by paragraph B4; and

WHEREAS, Grantor and Grantee intend that this Conservation Easement shall be a "conservation easement" as defined in ORC Section 5301.67; and

WHEREAS, Grantee is willing to accept this Conservation Easement subject to the reservations and to the terms, conditions and obligations set out herein; and

WHEREAS, consistent with IRC regulations Section 1.170A-14(c) requiring Grantee to have a commitment to protect the Conservation Purposes and the resources to enforce the restrictions contained in this Grant, (a) Grantee's obligation under this Conservation Easement entails a commitment to defend the ecological, scientific, educational, agricultural and aesthetic value, the natural, scenic and open condition, and natural values of the Protected Property; (b) significant costs are necessary to carry out this commitment; and (c) accordingly, Grantor and Grantee have reached agreement on the payment by Grantor of a stewardship fee as described in paragraph 18 below; and

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual promises, covenants, terms, conditions, and restrictions hereinafter set forth, with the intention of making an absolute and unconditional gift, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property as scenic, natural, and wooded areas, and as habitat for plants and wildlife and as a Passive Use Public Park, and together with the right of visual access to and views of the Protected Property in its scenic, natural and predominately undeveloped, wooded and open condition. Grantor will neither perform, nor knowingly allow

others to perform, any act on or affecting the Protected Property that is materially inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described in this Grant.

A. PURPOSES FOR WHICH THIS CONSERVATION EASEMENT IS GRANTED

This Conservation Easement is granted for the following purposes (collectively, the “Conservation Purposes”):

1. Preservation of the Protected Property for the public purpose of retaining land, water and wetland areas predominately in their natural, scenic, open and wooded condition, and as suitable habitat for fish, plants and wildlife and to impose limitations on the use and development of the Protected Property; and
2. Use of the Protected Property as a Passive Use Public Park in order to preserve and foster outdoor recreation and education of the general public.

B. TERMS, CONDITIONS AND RESTRICTIONS

1. **Representations as to Authority.** Grantor hereby represents and warrants to Grantee that Grantor has the power and authority to make this Grant and to carry out its obligations hereunder.
2. **Reserved Rights.**
 - (a) **General.** Grantor reserves all ordinary rights and privileges of ownership, including the right to sell or lease the Protected Property, as well as the right to continue the use of the Protected Property for all purposes consistent with the Conservation Purposes not destructive of Conservation Values, and not expressly prohibited or conditioned hereunder; provided that nothing in this Grant shall relieve Grantor of any obligation with respect to the Protected Property or restrictions on the use of the Protected Property imposed by law. ~~Grantor reserves the right to engage in all acts or uses on the Protected~~ Property that are not prohibited by governmental statute or regulation, are not expressly prohibited or conditioned herein, and are not inconsistent with the Conservation Purposes.
 - (b) **Tree Planting.** Grantor reserves the right to plant anywhere on the Protected Property a diversity of native or non-invasive species of trees, shrubs and herbaceous plant materials in a manner that does not have an adverse impact

on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes.

- (c) Tree Removal. In addition to the rights reserved in subsection (d) below, Grantor reserves the right to remove (i) from anywhere on the Protected Property dead, damaged or diseased trees and trees that pose a danger to the public or neighboring properties, and (ii) trees from areas within which existing trails are being widened or new trails created (as provided in paragraph B4(c)); provided, however, that any such removal does not impair significant conservation interests as described in the IRC.
- (d) Timber Harvesting. Grantor reserves the right to selectively harvest trees directed by a Forest Stewardship Plan (the "Plan") and Timber Harvest Plan(s) similar to that required under the Ohio Forestry Tax Law Program (ORC §5713.22 et. seq., and OAC 1501:3-10 et. seq.) and subject to approval, rejection or revisions as deemed appropriate in the sole discretion of Grantee. The approval of the Plan and any subsequent Timber Harvest Plan(s) shall be granted only if such selective harvesting does not (i) impair significant conservation interests, or (ii) permit a degree of intrusion or further development that would interfere with the essential scenic quality of the Protected Property. Further, Grantor shall provide to Grantee a copy of the Plan no less than sixty (60) days prior, and the Timber Harvest Plan no less than thirty (30) days prior, to any harvest activities. Any harvest activities shall be overseen by a Certified Forester® to ensure implementation is in keeping with both the Plan and the Timber Harvest Plan, and by a representative of Grantee to ensure such activities are consistent with (i) and (ii) above.
- (e) Notice. Grantor shall notify Grantee, in writing, before exercising any right reserved by Grantor in this Conservation Easement that may have an adverse impact on the Conservation Values; provided, however that any failure of Grantor to give such notice shall not be considered a default or violation of this Conservation Easement.

3. **Future Improvements.** Notwithstanding anything to the contrary contained in this Grant, Grantor and Grantee agree that non-residential structures and associated improvements typically used in parks, such as, but not limited to, pavilions, parking areas, roads for access to parking areas and for management and maintenance activities, existing and future trails, restroom facilities, fencing, landscaping and lawns (collectively, the "Future Improvements"), may be constructed and thereafter maintained (including mowing of the lawns), remodeled or expanded anywhere on the Protected Property; provided, however, none of the Future Improvements shall be located in the area marked "Restricted Access Area" on the Restricted Area Map of Exhibit B.
4. **Use Restrictions.**
- (a) **Structures; Signs.**
- (i) **Structures.** Except for the Future Improvements and, except as may otherwise be provided in this Grant, no residential, commercial, governmental or industrial structures, including, but not limited to, buildings, outbuildings, asphalt, concrete or other impermeable surfaces, camping accommodations, and mobile homes, shall be hereafter erected or placed on the Protected Property.
- (ii) **Signs.** Except as may otherwise be provided in this Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs which are reasonably consistent with the use and operation of the Protected Property as a passive use public park and whose placement, number and design do not significantly diminish the scenic character of the Protected Property, including signs that (A) state the name and address of the Protected Property; (B) identify sources of funding as required by such sources; (C) state the fact that the Protected Property is protected by this Conservation Easement; (D) facilitate directions; (E) promote educational activities; and (F) post the Protected Property to control unauthorized entry or use.

- (b) Waste Disposal. Except for leaves, mulch, wood chips and other similar materials typically used in the creation of compost (collectively, the "Compost Materials") generated on the Protected Property or for Compost Materials brought onto and used exclusively on the Protected Property for landscaping purposes in a manner compatible with the Conservation Purposes, there shall be no (i) dumping of Compost Materials or of soil, trash, garbage, waste, or other unsightly or offensive material, (ii) placement of underground storage tanks, or (iii) application, storage, or placement of raw, untreated municipal, commercial or industrial sewage sludge or liquid generated from such sources on the Protected Property.
- (c) Filling or Excavation. Except as may otherwise be provided in this Grant, there shall be no fillings, excavations, construction of roads or other changes in the general topography of the Protected Property in any manner except the maintenance of existing and permitted foot trails (including placement of culverts and bridges associated with such trails) and that caused by the forces of nature; provided, however, that existing walking trails may be widened and a reasonable number of new trails may be created so long as (i) they do not exceed eight feet in width, (ii) they are not covered with impervious materials, (iii) they are not located within the Restricted Access Area, and (iv) any tree removal involved in such widening or creation is restricted exclusively to the trail corridors. The area dedicated for trails will be limited in scope and all trails will be installed and maintained using best management practices limiting soil erosion and other impacts on the Protected Property. Any activities permitted by this paragraph B4(c) shall not be detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and shall be otherwise consistent with the Conservation Purposes and the Conservation Values.
- (d) Mining. Except as may otherwise be permitted in this Grant, there shall be no mining or removal of soil, sand, gravel, rock, peat, minerals or sod.
- (e) Oil and Gas Exploration. There shall be no drilling for oil, gas or similar substances from on the surface of the Protected Property. The Protected

Property shall not be used as part of any drilling unit for oil and gas production.

- (f) Power Lines or Communications Towers. There shall be no power transmission lines or communications towers erected on the Protected Property. No interests in the Protected Property shall be granted for such purpose.
- (g) Habitat Disturbance. Except as may otherwise be permitted in this Grant, Grantor shall not cut down, remove or destroy native trees or other plants.
- (h) No Manipulation of Water Courses. Except as may otherwise be permitted in this Grant, and except for the restoration of banks, embankments, outlet structures, and similar features, associated with wetlands and water courses on the Protected Property and bioengineering necessary to prevent erosion, there shall be no manipulation or alteration of natural water courses, lake shores, marshes, wetlands, or other water bodies or activities or uses detrimental to water purity on the Protected Property; provided that existing lakes, ponds and wetlands on the Protected Property may be maintained, dredged and restored, and, if deemed reasonably necessary by Grantor and Grantee to maintain the Conservation Values, new lakes, wetlands and ponds may be excavated and thereafter maintained. The Protected Property includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on the Protected Property (collectively, the "Water Rights"). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the consent of Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the consent of Grantee.
- (i) Limitation on Motor Vehicles. Motorized vehicles (i) of all types may be operated within the confines of the driveway and parking areas which constitute the Future Improvements, and (ii) including emergency vehicles and law enforcement vehicles may be used anywhere on the Protected

Property and pickup trucks, tractors, and non-recreational all-terrain vehicles may be used anywhere on the Protected Property in connection with maintenance, monitoring and management activities. In addition to the limitation described above, any use of motorized vehicles on the Protected Property shall be in such a manner so as not to cause rutting or other damage to the surface of the Protected Property that could create a potential for erosion or other adverse impacts to the Conservation Values.

- (j) Density Yield; Transfer of Development Rights. The acreage constituting the Protected Property shall not be taken into consideration and may not be used when calculating the lot area for any future development of any property. Grantor may not transfer (whether or not for compensation) any development rights allocated to the Protected Property.
- (k) Subdivision. The parcels presently constituting the Protected Property shall not be divided, subdivided, or partitioned, and shall only be conveyed in their entirety in any single transaction.
- (l) Commercial Recreational Use. Except for those uses considered “*de minimis*” according to the provisions of IRC Section 2031(c)(8)(B), there shall be no commercial recreational use of the Protected Property.

- 5. Real Property Interest. This Conservation Easement constitutes a real property interest immediately vested in Grantee.
- 6. Right to Enter and Inspect. Grantee, or its duly authorized representatives, may enter the Protected Property at all reasonable times, after not less than 24 hours written or telephone notice, for the purposes of inspecting the Protected Property in order to further the objectives of and determine compliance with the terms of this Conservation Easement; provided that no such notice need be given prior to Grantee entering the Protected Property under emergency circumstances. “Emergency Circumstances” shall mean that Grantee has a good-faith basis to believe that a violation of this Conservation Easement is occurring or is imminent.
- 7. Permission of Grantee. Where Grantor is required to obtain Grantee’s permission, approval or consent for a proposed action hereunder, such permission, approval or consent shall (a) be sought and given in writing, (b) in all cases be obtained by

Grantor prior to Grantor taking the proposed action, and (c), except in the case of a request that Grantee in its sole discretion determines could result in the impairment or destruction of significant conservation interests, not be unreasonably conditioned, delayed or withheld. Grantee's response to any such request shall be based on Grantee's evaluation of the impact of the request on the Conservation Values of the Protected Property. Grantee shall grant or withhold its approval in writing within 30 days after receipt of Grantor's written request therefor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given.

8. **Grantee's Remedies.** If Grantor is in violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation *ex parte* if necessary, by way of temporary or permanent injunction, to recover from Grantor any damages to which it may be entitled for violation of the terms of this Conservation Easement or damage to any of the Conservation Values arising from such violation, including damages for diminished environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such damage, without limiting Grantor's liability therefor. Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its reasonable discretion, determines that circumstances require its immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee

may pursue its remedies under this paragraph upon giving notice to Grantor of such circumstances but without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violation of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both temporary and permanent, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph apply to violations caused directly by Grantor or by third persons, whether or not claiming by, through or under Grantor, and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions and purposes of this Conservation Easement by prior failure to act. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor.

9. **Upkeep and Maintenance.** Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.
10. **Liability and Indemnification.** Grantor and Grantee acknowledge and agree that ~~Grantor retains the fee simple ownership of the Protected Property and therefore~~ Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Conservation Easement. Grantor therefore agrees that general liability for risks, damages, injuries, claims or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property

ownership. Accordingly, Grantor shall hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property and not caused by Grantee or its agents, contractors or invitees. Grantor shall keep the Protected Property insured with comprehensive general liability insurance in reasonable amounts against claims for personal injury, death and property damage, cause Grantee to be named as an additional insured on such insurance policies, and provide evidence of such insurance to Grantee as of the effective date of this Conservation Easement and periodically thereafter as such insurance coverage is renewed or replaced. Such evidence shall be in the form of a certificate of insurance which (a) indicates that Grantee is an additional insured, and (b) requires written notice from the insurer to Grantee not less than 30 days before making a material change in or canceling such coverage.

11. **Taxes.** Grantor shall pay all taxes validly levied and assessed against the Protected Property, including any such taxes validly levied and assessed against this Conservation Easement by competent authorities, it being understood that no taxes are presently levied against conservation easements generally in the State of Ohio, or, to the knowledge of Grantor or Grantee, are such taxes contemplated by any taxing authority with jurisdiction over the Protected Property. At its option, Grantee may, but shall not be obligated to, discharge any tax lien (or other encumbrance) at any time levied or placed on the Protected Property should Grantor fail to do so. Before doing so, Grantee shall give Grantor notice of its intention to discharge any such tax lien or other encumbrance and Grantee shall not proceed unless Grantor has failed to discharge such tax lien or other encumbrance within 30 days after the giving of such notice. Grantor shall reimburse Grantee on demand for any payment so made.

12. **Incorporation in Subsequent Instruments.** In order to assure that the transferee of title to or a possessory interest in the Protected Property is aware of the existence of this Grant, Grantor agrees that a reference to this Conservation Easement shall be incorporated in any subsequent deed, or other legal instrument, by which Grantor divests either the fee simple title to, or a possessory interest in, the Protected Property.

13. **Amendment; Discretionary Approval.**

- (a) Background. Grantee and Grantor recognize that future circumstances that are unforeseen at the time of this Grant may arise which make it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Values of the Protected Property and to guaranty the perpetual nature of this Conservation Easement. Any such action, if determined to be beneficial or necessary, shall be in the form of either (i) an amendment, in the case of a permanent modification of the terms of this Conservation Easement, including but not by way of limitation, a clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, in the case of a temporary activity or impact relating to the maintenance or management of the Protected Property which does not require a permanent modification of the Conservation Easement terms. All amendments and discretionary approvals shall be subject to this paragraph 13. Nothing in this paragraph, however, shall require Grantor or Grantee to consult or negotiate regarding, or to agree to any amendment or discretionary approval.
- (b) Amendment. This Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this Conservation Easement unless (i) Grantor submits a written request for amendment pursuant to Grantee's existing amendment policy (unless Grantee initiates the amendment) and such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments; and (ii) the effect of such amendment is neutral with respect to or enhances the Conservation Purposes. Any such amendment shall be consistent with the purposes of this Grant and shall comply with IRC Sections 170(h) and 2031(c) and shall also be consistent with ORC Sections 5301.67 through 5301.70 and any regulations promulgated pursuant to such sections. Any such amendment shall be recorded in the Official Records of Medina County, Ohio. Grantor and Grantee may amend this Conservation Easement to be more restrictive to comply with the provisions of IRC

Section 2031(c). Grantee shall require subordination of any mortgage as a condition of permitting any amendment to this Conservation Easement.

- (c) Discretionary Approval. Grantee's consent for activities otherwise prohibited under this Conservation Easement may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, the performance of an activity prohibited under this Conservation Easement is deemed beneficial or necessary by Grantor, Grantor may request, and Grantee may in its sole discretion grant, permission for such activity without resorting to the formalities of Grantee's amendment policy and process, subject to the following limitations. Such request for Grantee's consent shall (i) be made, and Grantee shall consider and respond to such request in accordance with the provisions of paragraph 7, titled Permission of Grantee; and (ii) describe the proposed activity in sufficient detail to allow Grantee to evaluate the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may grant its consent only if it determines that (ix) the performance of such activity is, in fact, beneficial or necessary; and (x) such activity (A) does not violate the purpose of this Conservation Easement, and (B) results in an outcome that is neutral with respect to or enhances the Conservation Purposes of this Conservation Easement.
- (d) General. Notwithstanding the foregoing, Grantee and Grantor shall have no power or right to agree to any activity that would (i) result in the extinguishment of this Conservation Easement; (ii) adversely affect the perpetual nature of this Conservation Easement; (iii) adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including IRC Sections 170(h) and 501(c)(3) and the laws of the State of Ohio; or (iv) result in either private benefit or inurement to any party. For purposes of this paragraph, the terms private benefit and inurement shall have the same meanings ascribed to them in IRC Section 501(c)(3) and associated Treasury Regulations.

14. **Assignment.** Grantee may transfer or assign all or less than all of Grantee's rights and obligations under this Conservation Easement if, in Grantee's opinion, the purposes of this Conservation Easement are better served by this Conservation Easement being held in the name of another organization or in the name of more than one organization which is a qualified organization at the time of transfer under IRC Section 170(h)(3) and the laws of the State of Ohio (especially ORC Section 5301.69), and is acceptable to Grantee. The selection of the transferee shall be made by the Board of Trustees of Grantee or if Grantee has ceased to exist, the statutory or court appointed successors of the last Board of Trustees of Grantee. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Conservation Easement is intended to advance continue to be carried out.

15. **Extinguishment.**

(a) **Limitation.** If future circumstances render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of subparagraph 15(b), adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Conservation Easement.

(b) **Percentage Interests.** For purposes of this paragraph 15, Grantor and Grantee stipulate that, as of the effective date of this Grant, this Conservation Easement and the restricted fee interest in the Protected Property each

represent a percentage interest in the fair market value of the Protected Property. Such percentage interests shall be determined by the ratio of (i) the value of this Conservation Easement on the effective date of this Grant to (ii) the value of the Protected Property, without deduction for the value of this Conservation Easement, on the effective date of this Grant. The values on the effective date of this Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Grant, pursuant to IRC Section 170(h). Such values, if available on the date hereof, are set forth in an appraisal prepared for Grantor, a copy of which is contained in Grantee's files, and Grantor and Grantee shall thereafter amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of this Conservation Easement to the value of the Protected Property unencumbered by this Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

16. **Eminent Domain.** It is the intent of this Grant to convey to Grantee, its successors and assigns, such an interest in the Protected Property as is sufficient to discourage the exercise of the power of eminent domain by public utility and any other body or person. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs 15(a) and (b) (with respect to the allocation of proceeds). The respective rights of Grantor

and Grantee set forth in this paragraph 16 shall be in addition to, and not in limitation of, any rights they may have at common law.

17. **Notice of Proposed Transfer.** Grantor shall give Grantee notice of the proposed transfer of any interest in the Protected Property at least 20 days prior to such transfer.
18. **Stewardship Fee.** Grantor hereby covenants, promises, and agrees to pay, or to cause the closing agent in connection with the future transfer for value of all or less than all of the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee (the "Fee") in an amount equal to ten percent (10%) of the full consideration paid, including that portion of such consideration attributable to improvements, other contiguous land owned by Grantor which is part of the same transfer, whether or not subject to easement, and any fixtures and other improvements permanently attached to the Protected Property and such contiguous land. In the event the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and her successors in title to pay the Fee; provided that any lien securing payment of the Fee shall be subordinate to the lien of any first mortgage on the Protected Property. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Ohio. Notwithstanding the foregoing, Grantor and Grantee have agreed that no Fee shall be due or payable for the transfer of fee title to the Protected Property from Ronald F. Lech to the Village of Spencer.
19. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any violation of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

20. **Rules of Convenience.** For convenience, masculine pronouns used in this document include the feminine and neuter pronouns, and the singular tense includes the plural tense. Additionally, all references to either Grantor or Grantee include their respective personal representatives, heirs, successors, devisees and assigns unless otherwise noted. The captions in this Conservation Easement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms thereof.
21. **Counterparts.** This Conservation Easement may be executed in multiple counterparts by Grantor and Grantee, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Conservation Easement to which the signatures of both Grantor and Grantee have been appended shall constitute an original hereof for all purposes, all such copies constituting one and the same original, and one of which shall constitute proof of the terms of this Conservation Easement without the necessity of producing any other original copy.
22. **Applicable Law; Severability.** This Conservation Easement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Ohio. If any provision of this Conservation Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Conservation Easement or application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law.
23. **Time of Essence.** Time is strictly of the essence in this Conservation Easement.
24. **Construction.** The parties acknowledge that each party has reviewed and revised this Conservation Easement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Conservation Easement and any amendment or exhibit hereto.
25. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions,

negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

26. **Notices.** Any notice, demand, request, consent, approval, instruction or communication that either party desires or is required to give to the other hereunder shall be in writing and either delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight express courier, and addressed as follows:

To Grantor: Ronald F. Lech
12221 Old Mill Road
Spencer, OH 44275

To Grantee: Western Reserve Land Conservancy
3850 Chagrin River Road
Moreland Hills, OH 44022
Attention: President or General Counsel

or to such other address as either of the above parties from time to time shall designate by written notice to the other, and the same shall be effective upon receipt if delivered personally or by overnight courier or three business days after deposit in the mail, if mailed. If any deadline under this Conservation Easement falls on a Saturday, Sunday or legal holiday (which for purposes of this Grant shall not be considered a "business day"), the deadline shall be extended to the next business day.

27. **Effective Date; Mortgage Subordination; Mechanics Liens.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the Official Records of Medina County, Ohio, after all required signatures have been affixed hereto. Grantor (a) shall cause any mortgage encumbering the Protected Property to be subordinated to this Grant effective as of the date this Grant is so recorded, and (b) hereby represents to Grantee that no material or labor has been furnished to or performed on the Protected Property within the last 90 days that has not been paid for in full. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Conservation Easement.
28. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this Conservation Easement shall not be extinguished through the doctrine of

merger in whole or in part in view of the public interest in its enforcement, and (b) should all or a portion of the fee interest subject to this Conservation Easement and the Conservation Easement, itself, come to be owned by the same owner, such owner as promptly as practicable shall assign this Conservation Easement of record to another holder in conformity with the requirements of paragraphs 14 and 17. The instrument of assignment shall refer to the provisions of this paragraph, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.

29. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in this Conservation Easement or in the Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.

TO HAVE AND TO HOLD, unto and to the use of Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding not only upon Grantor and Grantee, but also their respective agents, personal representatives, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2013.

GRANTOR:

Ronald F. Lech

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Ronald F. Lech, an unmarried man, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2013.

Notary Public

Instrument prepared by:
Western Reserve Land Conservancy
3850 Chagrin River Road
Moreland Hills, Ohio 44022
(440) 528-4150

ACCEPTANCE

The undersigned does hereby consent to and accept the within Conservation Easement and all obligations imposed thereby.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acceptance this ____ day of _____, 2013.

GRANTEE:

WESTERN RESERVE LAND CONSERVANCY

By: _____
Robert B. Owen
Its: Assistant Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Robert B. Owen, as Assistant Secretary of Western Reserve Land Conservancy, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as Assistant Secretary of Grantee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2013.

Notary Public



Western Reserve Land Conservancy

OUR LAND. OUR LEGACY.

EXHIBIT B

Baseline Documentation Report

LECH PROPERTY

in

Spencer Township, Medina County, Ohio

Report Prepared By: Shane Wohlken

Date of Site Visit: June 4, 2013

Date Finalized: July 22, 2013

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SECTION 1: INTRODUCTION

1.1 PURPOSE

This Baseline Documentation Report (BDR) is being prepared as an exhibit to the Conservation Easement. The purpose of the BDR is to describe the existing conditions and the conservation values on the Protected Property at the time of the grant of the Conservation Easement. The BDR is used by the Grantor and Grantee primarily for monitoring and enforcing the terms of the Conservation Easement.

In order to receive a federal tax deduction in connection with the grant of a Conservation Easement, the federal Treasury Regulations require the Grantor to provide the Grantee with a BDR at the time the Conservation Easement is granted. If the Grantor decides to file for a tax deduction in connection with the grant of the Conservation Easement, then it is the Grantor's sole responsibility to ensure that the BDR meets the IRS requirements.

The Grantee (Western Reserve Land Conservancy) has a standard practice of preparing the BDR for all Conservation Easements they accept. This practice helps ensure that BDRs are created in a consistent manner and include the necessary details for monitoring and enforcing the terms of the Conservation Easement. The Grantor provides the Grantee the BDR by way of approving the BDR by signing the Acknowledgement of Condition page within this document.

1.2 STATEMENT OF QUALIFICATIONS

Western Reserve Land Conservancy ensures that all BDRs are written by qualified professionals. The organization employs individuals with undergraduate and graduate level degrees and training in various fields of biology, environmental planning, law, GIS, soil/water conservation, and other related degrees. All individuals involved in creating BDRs are trained in collecting the appropriate field data and information for documenting conservation values.

1.3 GENERAL INFORMATION & SUMMARY OF PROPERTY RESTRICTIONS

General Information

For the purpose of this document, the property being protected by the Conservation Easement is referred to by the property name referenced on the title page or as the "Protected Property". Ronald Lech is donating the CE and then immediately transferring it to the Village of Spencer. The Protected Property was visited by Shane Wohlken and Bill Jordan for Western Reserve Land Conservancy, on June 4, 2013 who confirmed that the existing conditions on the Protected Property do not differ significantly from those described in this report.

SECTION 2: GRANTOR INFORMATION

Name: Ronald F. Lech

Address: 12221 Old Mill Road, Spencer, OH 44275

Phone: (330) 648-4004

SECTION 3: GRANTEE INFORMATION

Name: Western Reserve Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: (440) 528-4150

SECTION 4: FUTURE OWNER & PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION

Role: Law Director for the Village of Spencer

Name: Gregory A. Huber

Address: 600 E. Smith Rd., Medina OH 44256

Phone: (330) 722-5300

E-mail: ghuber@gambit.net

SECTION 5: PARCEL INFORMATION

Acres Preserved: 47.16 (See Exhibit A – the legal description)

County: Medina

Municipality: Spencer Township

Protected Property Address: Millstone Lane, Medina, OH 44275

Adjacent to: The Protected Property is adjacent to private property along the western, southern, and a portion of the eastern property boundaries. The Spencer Reservoir, which is operated as an active park by the Village of Spencer, is adjacent to the northern and a large portion of the eastern property boundaries. A small portion of the southern boundary is adjacent to Millstone Lane.

Access Notes: The Protected Property is best accessed from a dead-end spur on the western end of Millstone Lane (Photo Point 1). Access has also been granted in the past by the Grantor, Ronald Lech from his property at 12221 Old Mill Road, Medina, OH 44275.

Permanent Parcel (s): Parcel information for this report was gathered from the legal description for each permanent parcel (Exhibit A to the Conservation Easement).

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Acres covered by CE	Total Parcel Acres
036-08C029-038	All	Millstone Lane	47.01	47.01
036-08C020-033	All	None	0.14	0.14
Total Acres:			47.15	47.15

SECTION 6: CONSERVATION EASEMENT SUMMARY

6.1 CONSERVATION EASEMENT PURPOSE

(Refer to the Conservation Easement for details.)

This Conservation Easement is granted for the following purposes (collectively, the "Conservation Purposes"):

1. Preservation of the Protected Property for the public purpose of retaining land, water and wetland areas predominately in their natural, scenic, open and wooded condition, and as suitable habitat for fish, plants and wildlife and to impose limitations on the use and development of the Protected Property; and
2. Use of the Protected Property as a Passive Use Public Park in order to preserve and foster outdoor recreation and education of the general public.

6.2 SUMMARY OF SPECIFIC RESERVED RIGHTS

(Refer to the Conservation Easement for details.)

- General Reserved Rights
 - Ordinary Rights & Privileges of Ownership
 - Tree Planting
 - Tree Removal
 - Timber Harvesting as required by a Forest Stewardship Plan
 - Future Improvements in Restricted Access Area

6.3 SUMMARY OF SPECIFIC USE RESTRICTIONS

(Refer to the Conservation Easement for details.)

- Structures & Signs
- Waste Disposal
- Filling or Excavation except for maintenance or creation of trails
- Mining
- Oil and Gas Exploration
- Power Lines or Communication Towers
- Habitat Disturbance
- Manipulation of Water Courses
- Limitation on Motor Vehicles
- Density Yield; Transfer of Development Rights
- Subdivision
- Commercial Recreational Use

6.4 SUMMARY OF GRANTEE MONITORING NOTIFICATION REQUIREMENTS

(Refer to the Conservation Easement for details.)

Grantee, or its duly authorized representatives, may enter the property at all reasonable times, after not less than 24 hours written or telephone notice in order to monitor the terms of the Conservation Easement. Grantee may enter the property without notice for “emergency circumstances”.

6.5 SUMMARY OF GRANTOR NOTIFICATION AND APPROVAL REQUIREMENTS

(Refer to the Conservation Easement for details.)

- Notice of proposed property transfer at least 20 days prior to such transfer.
- The Grantor must have the consent of the Grantee in order to change the status of the water rights on or beneath the Protected Property.
- Grantor agrees to notify Grantee, in writing, before exercising any right reserved by Grantor in this Grant that may have an adverse impact on the conservation interests associated with the Protected Property.

6.6 STEWARDSHIP FEE SUMMARY

- The Conservation Easement contains a 10% stewardship fee upon any transfer of the Protected Property.

SECTION 7: PROTECTED PROPERTY SUMMARY DESCRIPTION

7.1 LOCATION & SURROUNDING LAND USE

The Protected Property is located on Millstone Lane in Spencer Township in Medina County, OH. The Spencer town center is located ~0.6 miles to the northeast of the Protected Property. The Protected Property is ~0.2 miles west of State Route 301, ~0.6 miles south of State Route 162, and ~4.5 miles southeast of State Route 58. Nearby parks include Spencer Reservoir which abuts the north, Spencer Lake Wildlife Area (~2.2 miles) and Medina County Park District's Letta House (~3.6 miles) to the northeast, Rustic Lake Campground (~3.5 miles) to the southwest, and Findlay State Park (~4.1 miles) and Wellington Wildlife Area (~5 miles) to the northwest. Nearby Western Reserve Land Conservancy CE properties include the Forthofer Property (~5.3 miles) to the northwest and Gray's Creek Mitigation (~3.3 miles) to the northeast. The Protected Property is within the Black River watershed. Topographically, the Protected Property is largely flat and gently sloping upland areas in the northern, central, and western areas that descend to a narrow floodplain along an unnamed Coon Creek tributary that flows through the southern and along the eastern portions of the Protected Property (see Appendix C; Topography map).

The Protected Property is surrounded by forest to the north, east, and portions of the south. Residential lots are located along the southern property boundary with some lots maintained as mowed lawns to the property boundary. A small section of the southern property boundary is adjacent to Millstone Lane. An active agricultural field abuts the western property boundary. Spencer Reservoir and a surrounding active park abut the Protected Property to the north and east. A small stand of rare Bush's Sedge located ~0.7 miles northeast of the Protected Property is noted in the Natural Heritage Database as provided by ODNR-DOW (see Appendix C; Natural Heritage Database map).

7.2 CURRENT USE(S) & MANAGEMENT OF THE PROTECTED PROPERTY

General Uses

The Protected Property is currently managed as a natural area with some forestry activity within the old agricultural field. The Protected Property also contains upland and lowland forest and tiny pockets of scrub/shrub and grassy floodplain wetlands. These areas are currently under ecological succession without human interference. Upon completion of the Conservation Easement, the Protected Property is to be transferred to the Village of Spencer and maintained as a passive park with restrictions to any future improvements in the Restricted Access Area (see Appendix C; Restricted Access Area map).

Forestry

The old agricultural field is actively being converted into forest by the Grantor through a series of tree plantings using a variety of hardwood and softwood trees.

7.3 PAST USE(S) OF THE PROTECTED PROPERTY

The Protected Property was historically used as crop fields. Plow furrows are still visible on the ground when walking through the old agricultural field and are also visible on the aerial photos (see Appendix C; Aerial I and II maps).

SECTION 8: PROTECTED PROPERTY INVENTORY

(Refer to the Photo Point Photos section and Appendix C: Maps for visual depictions of some of the

following Protected Property features.)

8.1 POWER/UTILITY RIGHTS OF WAY

- Utility lines appear to run underground along Millstone Lane resulting in unobstructed views of the Protected Property from the road. An electric utility box is located at the property corner adjacent to Millstone Lane. (Photo Point 2—top of box can be seen in lower left of photo)

8.2 EXISTING EASEMENTS OR OTHER RIGHTS OF WAY

- Refer to the updated title commitment on file with the Grantee for the most up to date list of existing easements and/or Rights-of-Way found on the Protected Property.

8.3 ACCESS ROADS & TRAILS

- A paved dead-end spur at the western end of Millstone Lane provides access the Protected Property. (Photo Point 1)
- An overgrown and unpaved access road located off the end of Millstone Lane's dead-end spur connects Millstone Lane with the old agricultural field. It appears that this access road has not been used recently and may be abandoned.

8.4 ENCROACHMENTS

- A mowed access road with a turnaround enters the Protected Property for a short distance near the southwestern property corner from the neighbor's property located at 12249 Old Mill Road, Medina, OH 44275. (Photo Point 24)
- An extensive portion the property corner adjacent to 12115 Millstone Lane, Medina, OH 44275 has been mowed and maintained by the neighbor. (Photo Points 8, 9)

8.5 INVASIVE SPECIES

- Multi-flora rose is found throughout the forested areas with high concentrations in the corners of the old agricultural field and within the old fence line along the western property boundary.
- Moneywort is scattered throughout the floodplain along the unnamed Coon Creek tributary.
- Reed canarygrass occurs in small but significant pockets along the floodplain corridor.
- Garlic mustard is scattered throughout the forested areas.

8.6 MONITORING NOTES

- The Protected Property is easily accessible from the dead-end spur at the western end of Millstone Lane. Most boundaries are moderately easy to traverse except for where occasional areas of thick undergrowth occur, particularly in the floodplain and along old fence rows. Some sections of the stream, particularly on the eastern side of the Protected Property can be too wide and deep to cross.

SECTION 9: LAND COVER SUMMARY

The Protected Property encompasses approximately 47.16 acres in total land area and contains an old field, mixed hardwood forest, small pockets of upland scrub/shrub and grassy floodplain wetlands, and an unnamed tributary to Coon Creek (see Appendix C; Land Cover map). The acres listed below were calculated using GIS and may not match the exact acreage of the Protected Property. Refer to the Appendix for the location of soil types on the Protected Property.

Natural Resource / Land Cover	Description
Old Field	~ 39.4 acres
Early to Mid-successional Mixed Hardwood Forest	~ 5 acres
Upland Scrub/Shrub	~ 1.8 acres
Reed Canarygrass Meadow Wetland	~ 0.9 acres
Road Frontage	~ 185.5 linear feet
Coon Creek tributary	~ 1,095.6 linear feet

SECTION 10: NARRATIVE DESCRIPTION OF CONSERVATION VALUES

Introduction

On June 4, 2013, Shane Wohlken, Stewardship Associate for Western Reserve Land Conservancy, and Bill Jordan, Medina Associate Field Director for Western Reserve Land Conservancy, visited the Lech property for the purpose of establishing a Baseline Documentation Report of the Protected Property. During the site visit, we walked the entire property and took photos at the property corners and at other significant locations.

Land Cover and Habitats (Refer to Appendix C – Land Cover map)

Old Field

Approximately 39.4 acres of old field make up the majority of the Protected Property (Photo Points 15, 17, 18, 21, 22). The field has recently been planted by the Grantor with a variety of mixed hardwood and softwood seedlings including maples, tulip, oaks, and white pine. The plantings were done in multiple stages resulting in sections of seedlings at differing heights and ages. The youngest are found on the eastern half of the field and tend to be less than 12" high, whereas the seedlings in the western half of the field range from 12" to around 3'. Plants common to old fields dominate the relatively flat landscape including oxeye daisy, common cinquefoil, buttercup, hawkweed, blue eyed grass, common milkweed, thistle, Queen Anne's lace, teasel, curly dock, golden rod, and ironweed. Closer to the edges of the field are blackberry, gooseberry, autumn olive, and multi-flora rose. A grassy drainage swale cuts through the old field from the western-central property boundary, heads northeast, and exits near the northeastern property boundary (Photo Point 16 and see Appendix C; Existing Conditions map).

Upland Scrub/Shrub

The Protected Property contains approximately 1.8 acres of upland scrub/shrub located mainly south of the old field and extending to Millstone Lane (Photo Point 23, 26). A small, but dense section is located at the northeastern property corner. Plant species include blackberries, honeysuckle, autumn olive, arrowwood viburnum, grape vines, golden rod, ironweed, and multi-flora rose. Occasional trees include black walnut, shagbark hickory, and ash. An abandoned access road between the old field and Millstone Lane is currently in the process of converting to scrub/shrub as blackberry, black raspberry, honeysuckle, and multi-flora rose take over the grassy corridor (Photo Point 29).

Early to Mid-successional Mixed Hardwood Forest

The Protected Property contains approximately 5 acres of early to mid-successional mixed hardwood forest located along the edges of the old field and along the unnamed Coon Creek tributary running through the southern section of the Protected Property. The diameter at breast height of the canopy trees ranges from 4" up to 1.5'. Dominate trees found adjacent to the old field include black walnut, ash,

shagbark hickory, red maple, and basswood. Although not adding significantly to this land cover type, it should be noted that growing in a thin line along the interior tree line extending along the western property boundary are recently planted blue spruce and white pine. Other plant species include May apples, Solomon's seal, gooseberry, and multi-flora rose (Photo Points 18-20). Additional types of trees found along the narrow floodplain of the stream also include sycamore, black cherry, and hawthorn. The understory is often dense, especially along the stream, with black raspberry, garlic mustard, multi-flora rose, fleabane, white violet, moneywort, hawthorn, bindweed, jewelweed, Gray's sedge, soft-stemmed bulrush, chives, poison ivy, ironweed, and Jack-in-the-pulpit (Photo Points 1-2, 4-7, 10-11, 28-29).

Reed Canarygrass Meadow Wetland

The Protected Property contains approximately 0.9 acres of reed canarygrass wetlands located in pockets along the floodplain of the unnamed stream. The first pocket is located where the stream enters the southwestern corner of the Protected Property and the second pocket is located near the southeastern property corner where the stream exits (Photo Points 12, 27). The wetlands are dominated by reed canarygrass, but additional plants include bindweed, bittersweet, bedstraw, and moneywort.

Coon Creek Tributary

The Protected Property contains approximately 1,095.6 linear feet of an unnamed tributary to Coon Creek, a tributary of the Black River. The slow moving perennial stream flows with moderate sinuosity from the southwest property corner, continues on and off the Protected Property along the southern property boundary, and exits out the southeast property corner. The stream ranges from 5'-6' wide at its western end and up to as much as 10' wide at its eastern end with very grassy, stable banks. The substrate stays consistent throughout with about 70% gravel, 20% silt, and 10% cobble. At the stream's western end, the shallow flow exhibits some riffles, runs, and shallow ponding (Photo Point 3, 25), but at its eastern end the water slows before entering the Spencer Reservoir northeast of the Protected Property, contributing to a wider streambed and pools of 2' deep or more (Photo Point 14).

For a complete list of species found on the Protected Property during the site visit refer to Appendix B; Natural Resource Inventory. For the general location of habitats on the Protected Property refer to Appendix C; Land Cover map.

Summary of Conservation Values

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values. The Protected Property has scenic, aesthetic, and open space values that add to the rural character of Spencer Township. Millstone Lane provides scenic views of the Protected Property. The Protected Property has natural resource conservation value based on its approximately 47.15 acres of diverse habitat for fish and wildlife including old field habitat that is in the very early stages of being actively converted to forest, early to mid-successional hardwood forest that creates a protective buffer around the old field and a natural border between the adjacent agricultural field, upland scrub/shrub, meadow wetlands, floodplain, and a high quality tributary to the Coon Creek, a tributary to the Black River. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. The vegetated and forested buffers along the tributaries help control run-off, prevent erosion, and mitigate flooding to downstream properties thus helping to improve water quality in the Black River watershed. Natural areas preservation also promotes groundwater recharge for local aquifers.

SECTION 11: LIST OF PHOTO POINTS

(All photos were taken by Shane Wohlken with a Nikon CoolPix S550 digital camera on June 4, 2013.)

1. Looking west along property boundary/portion of Millstone Lane from property corner. No survey pin.
2. Looking north along property boundary from property corner. No survey pin.
3. Looking south-southwest up tributary to Coon Creek.
4. Looking south along property boundary from property corner. Survey pin present.
5. Looking north-northeast along property boundary from property corner. Survey pin present.
6. Looking southwest along property boundary from property corner. Survey pin present.
7. Looking southeast along property boundary from property corner. Survey pin present.
8. Looking northwest along property boundary from property corner. Evidence of encroachment. No survey pin.
9. Looking northeast along property boundary from property corner. Evidence of encroachment. No survey pin.
10. Looking southwest along property boundary from property corner. Survey pin present.
11. Looking west along property boundary towards stream from property corner. Survey pin present.
12. Looking east along property boundary from property corner. No survey pin.
13. Looking north along property boundary from property corner. No survey pin.
14. Looking north-northeast down tributary to Coon Creek.
15. Looking southwest across field from property corner. No survey pin.
16. Looking east-northeast down center of grassy swale in field.
17. Looking east along property boundary from property corner. Metal stake present.
18. Looking north along property boundary from property corner. Metal stake present.
19. Looking west through woods along property boundary from property corner. No survey pin.
20. Looking south along property boundary and adjacent field from property corner. No survey pin.
21. Panoramic looking southeast across field from near property corner.
22. Looking northeast along property boundary from near property corner. Fence post present at corner.
23. Looking southeast along property boundary from near property corner. No survey pin.
24. Looking west at encroachment.
25. Looking northwest up tributary to Coon Creek.
26. Looking east along property boundary from property corner.
27. Looking northeast along property boundary from property corner. Survey pin present.
28. Looking southwest along property boundary from property corner. No survey pin.
29. Looking southeast along property boundary from property corner. No survey pin.

SECTION 12: PHOTO POINT COORDINATES

Coordinate System: Latitude/Longitude (Decimal Degrees)

GPS points taken on June 4, 2013 using a Trimble GeoExplorer 2008 Series GPS.

Point Number	Latitude	Longitude
1	41.08753812370	-82.12902820550
2	41.08753070080	-82.12903819170
3	41.08811127870	-82.12912922600
4	41.08840935980	-82.12912155060

5	41.08841351930	-82.12911517580
6	41.08900623920	-82.12778502480
7	41.08900497370	-82.12778833540
8	41.08865366180	-82.12708019300
9	41.08865421490	-82.12707602280
10	41.08938889500	-82.12640486100
11	41.08938734630	-82.12640786830
12	41.08940122800	-82.12737018440
13	41.08940081490	-82.12737649650
14	41.08910670140	-82.12696064480
15	41.09100867310	-82.12735373530
16	41.09045218660	-82.12950149270
17	41.09105989070	-82.13036379150
18	41.09106627810	-82.13037548600
19	41.09138033770	-82.13036830190
20	41.09140504410	-82.13310018430
21	41.09116898110	-82.13289642990
22	41.08745264270	-82.13305142820
23	41.08759091010	-82.13163250720
24	41.08699285700	-82.13161180130
25	41.08686362540	-82.13138153080
26	41.08679163740	-82.13166319650
27	41.08678505390	-82.13097466240
28	41.08761718800	-82.13045865120
29	41.08761961250	-82.13044860900

Note: The coordinates for each point were determined using the GPS unit; however, it should be noted that there is a small amount of error inherent in the GPS readings.