

WINTERGARDEN/ST. JOHN'S NATURE PRESERVE EXPANSION

Clean Ohio Green Space Conservation Fund
District 5 NRAC



City of Bowling Green
304 North Church Street
Bowling Green, OH 43402

October 25, 2019



Ohio Public Works Commission
Clean Ohio Fund - Green Space Conservation Program
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance", for guidance in completion of this form.

Applicant

Applicant: Bowling Green Parks and Recreation

District Number: 5 Subdivision Code: 173-07972 Date: 10/24/2019

Contact: Elisabeth Anderson Phone: (419) 354-6225
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: eanderson@blackswamp.org FAX: (419) 833-1025

Project

Project Name: Wintergarden/St. John's Nature Preserve Expansion

County: Wood Zip Code: 43402

Applicant Type

(Select one)

<input type="checkbox"/> County (1)	<input type="checkbox"/> Conservation District (6)
<input type="checkbox"/> City (2)	<input type="checkbox"/> Soil & Water (7)
<input type="checkbox"/> Township (3)	<input type="checkbox"/> Joint Recreational District (8)
<input type="checkbox"/> Village (4)	<input checked="" type="checkbox"/> Park District / Authority (9)
<input type="checkbox"/> Nonprofit Organization (10)	
<input type="checkbox"/> Other (11) _____	

Funding Request Summary

(Automatically populates from page 2)

Total Project Cost: 444,550 .00

Funding Requested: 329,097 .00

Project Emphasis

(Automatically populates from Attachment A)

Primary: Habitat protection (9)

Secondary: Recreational, economic and aesthetic benefits (11)

NRAC Recommendation (To be completed by the NRAC)

NRAC Priority: _____

Amount: _____ .00

For OPWC Use Only

Status	Funding Summary
Project Number: <u>C</u> _____	Grant Amount: _____ .00
Release Date: _____	Local Participation: _____ %
OPWC Approval: _____	OPWC Participation: _____ %

1.3 Availability of Local Funds

Attach a statement signed by the *Chief Financial Officer* listed in section 5.2 certifying *all local resources* required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

1.4 Partnerships

List any partnership with other sources (i.e. is this part of a larger project or plan):

Bowling Green (BG) Parks and Recreation will work in partnership with Black Swamp Conservancy (the Conservancy) to protect the property. Upon purchase, BG Parks and Recreation will take full ownership of the Property, and the Conservancy will be granted a conservation easement on the property and adjacent Wintergarden/St. John's Nature Preserve. In this way, the entirety of the expanded Preserve will be protected as a natural area in perpetuity, with no added costs beyond those of acquisition.

2.0 Project Schedule

2.1 Planning and Implementation	Begin Date: <u>01/01/2019</u>	End Date: <u>12/21/2019</u>
2.2 Land Acquisition / Easements	Begin Date: <u>01/01/2020</u>	End Date: <u>12/31/2020</u>
2.3 Site Improvements	Begin Date: _____	End Date: _____

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

3.0 Project Description

- A: SPECIFIC LOCATION (Supply a written location description that includes the project boundaries; although a map is required it does not replace this requirement. Include parcel numbers, noting if partial, and the number of deeds.) 1000 character limit.

Wood County Parcel Numbers:

R63-510-260401001000

B08-510-260401001002 (only purchasing 2 acres of parcel, a survey will be completed prior to acquisition)

The property is located in Wood County, Plain Township, City of Bowling Green in the southeast quarter of Section 26, Township 5 North, Range 10 East, First Principal Meridian. It is bounded on the west by South Wintergarden Road. The north, east, and part of the south side of the property are bounded by Wintergarden/St. John's Nature Preserve.

There is one deed for the property.

- B: PROJECT COMPONENTS (Describe the various components and attach proposed deed restrictions) 2,000 character limit.

BG Parks and Recreation will work in partnership with Black Swamp Conservancy, an accredited land trust, to acquire the Property. Upon purchase of the property, BG Parks and Recreation will take full ownership of the Property, and Black Swamp Conservancy will be granted a conservation easement on the Preserve. In this way, the entirety of the expanded Preserve will be protected as a natural area in perpetuity, with no added costs beyond those of acquisition.

This project represents a rare opportunity to meet the City of Bowling Green's need for additional green space, expanded trails, and natural habitat in an ideal location. The property to be acquired contains 20.4 acres of low diversity grasslands and oak woods that is contiguous with Wintergarden/St. John's Nature Preserve (Wintergarden) on three sides. It is the last remaining undeveloped land onto which the Preserve can expand and one of few natural areas remaining inside the city. After its acquisition, the Property will be open to the public for passive recreation, and its grasslands and woods will be managed to eliminate invasive species and restore habitats to their historic state.

Wintergarden protects high quality habitat for native plants and animals and provides opportunities for residents to connect with nature within the city. Wintergarden is the second most popular park in BG. Since its creation in 1946, Wintergarden has grown from its original 21 acres to its present 103 acres through several expansions. The Preserve now includes a variety of restored habitats such as prairies, seasonal wetlands, oak savanna, and woods. It supports a diverse array of plant and animal species, including the state-endangered dotted horsemint (*Monarda punctata*).

- C: Terms of Easements: 500 character limit.

An easement will be placed on the entirety of the expanded Wintergarden Preserve encompassing 123.4 acres, concurrently to the ownership deed. The easement will prevent actions that would impair the conservation values of the property, such as development, subdivision, and removal of habitat. The easement will permit structures and activities necessary for passive recreation and public access on the preserve. Refer to Attachment L: Draft Easement Terms.

- D: Access: (Location, if open to public, hours, public participation in planning process) 500 character limit.

The property is adjacent to Wintergarden. After a brief period to prepare the property, it will be accessible to the public as a part of the preserve, open year-round from dawn until dusk. Planning for the operation and expansion of Wintergarden was informed by both a survey of 5,000 households in Bowling Green and several public forums. Respondents ranked Wintergarden as the second most popular park in the city of Bowling Green, and identified a need for additional land for recreation.

- E: Ownership / Management / Operation: 500 character limit.

BG Parks and Recreation will own and manage the property. Their operational budget is 2.3 million dollars, funded primarily through a levy, fees, and tax revenue. They employ 20 staff members with demonstrated experience managing invasive species, maintaining trails, and performing other park operations. Wintergarden has its own dedicated natural resources staff and Environmental Restoration Plan that together provide the guidelines and expertise needed to restore and manage an expansion.

4.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

4.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Richard Edwards
Title: Mayor of City of Bowling Green
Address: 304 North Church Street

City: Bowling Green State: OH Zip: 43402
Phone: 419-354-6204
FAX: 419-352-1262
E-Mail: bgcity@bgohio.org

4.2 Chief Financial Officer (Can not also serve as CEO)

Name: Brian Bushong
Title: Finance Director
Address: 304 North Church Street

City: Bowling Green State: OH Zip: 43402
Phone: 419-354-6208
FAX:
E-Mail: brian.bushong@bgohio.org

4.3 Project Manager

Name: Elisabeth Anderson
Title: Conservation Associate
Address: P. O. Box 332

City: Perrysburg State: OH Zip: 43552
Phone: 419-354-6225
FAX:
E-Mail: eanderson@blackswamp.org

5.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

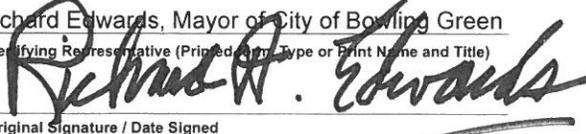
- A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of *all local share* funds required for the project will be available on or before the dates listed in the Project Schedule section.
- A cooperative agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance).
Not applicable, as applicant is parks district of municipality.
- OPWC Proposed Declaration of Restrictions; also include restrictions for any other funding sources.
- Information concerning the coordination and / or participation by local subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- N/A For site improvements: Formal estimate by architect, landscape architect, or other professional, or quotes.
- Supporting Documentation: Materials such as additional project description, photographs, and / or other information to assist your NRAC in ranking your project including supplements which may be required by your local NRAC. Appraisals must be in conformance with OPWC appraisal standards.

6.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project as defined in the application has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

Richard Edwards, Mayor of City of Bowling Green
Certifying Representative (Printed Name, Type or Print Name and Title)


Original Signature / Date Signed

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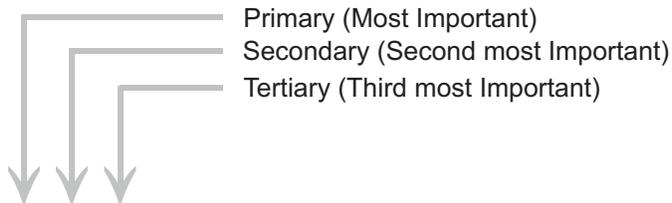
Attachment P: Title Commitment

Attachment A

Project Emphasis

(ORC 164.22)

Select the project's primary emphasis in the first column. If the project has more than one emphasis, then prioritize in order of decreasing emphasis using the second and third columns. Select one item for each column. You may add a supplemental sheet if you want to provide additional information on the project's value.



Supports comprehensive open space planning; Incorporates aesthetically pleasing and ecologically informed design

Enhances economic development that relies on recreation and ecotourism in areas with relatively high unemployment and lower incomes

Protects habitat for rare, threatened, and endangered species or the preservation of high quality, viable habitat for plant and animal species

Preserves existing high quality wetlands or other scarce natural resources

Enhances educational opportunities and provides physical links to schools and after-school centers

Preserves or restores water quality, natural stream channels, functioning floodplains, wetlands, and/or streamside forests. Preserves or restores other natural features that contribute to the quality of life and to state's natural heritage

Reduces or eliminates nonnative, invasive species of plants or animals

Allows proper management of areas where safe fishing, hunting, and trapping may take place in a manner that will preserve a balanced natural ecosystem

Increases habitat protection

Included as part of a stream corridor-wide or watershed-wide plan

Provides multiple recreational, economic, and aesthetic preservation benefits

Preserves or restores floodplain and streamside forest functions

Preserves headwater streams

Restores and preserves aquatic biological communities

Attachment B: NRAC District 5 Methodology

Program Year 14 projects that are primarily agricultural and fail to satisfy Ohio Revised Code 164.22 (A) or (B) will be returned to their respective Natural Resources Assistance Council as ineligible.

APPRAISALS: Program Year 14 applications will be required to have a certified appraisal performed by an Ohio Department of Transportation Prequalified Appraiser who is credentialed in value analysis. Projects with Purchase Contracts exceeding the appraised value will be returned to the Natural Resources Assistance Councils for validation. These projects will not be issued a Notice to Proceed until this validation has occurred. A Notice to Proceed will be issued if the Purchase Contract and qualifying appraisal were available at the time the Natural Resources Assistance Council approved the project.

Projects that will be leveraging the difference between the appraised value and purchase contract will also be required to have an appraisal review performed by an Ohio Department of Transportation Prequalified Appraisal Reviewer. This is to ensure that the purchase price history, comparables, adjustments, and disclaimers are accurate. Applicants that have an appraisal review rejected will not be issued a Notice to Proceed until these discrepancies are resolved.

All appraisals shall be at the request of the applicant. Appraisals shall be deemed valid for twelve months from the time they are performed.

While the Ohio Revised Code allows the Clean Ohio Conservation Program to acquire properties above appraised value, it is important for the Natural Resources Councils to be cognizant of this variance. It is equally important to validate the value of properties that are using the difference between the Purchase Contract and appraised value as they are receiving points in the rating and ranking process for this match.

All appraisal expenses will be considered an eligible expense under planning and implementation. These expenses will be reimbursed in accordance with the Ohio Public Works Commission participation ratio. The list of approved Ohio Department of Transportation appraisers can be found at <http://www.dot.state.oh.us/Divisions/Engineering/Consultant/Consultant/prequal-row.pdf>

POST ACQUISITION/IN-KIND ACTIVITY: All post acquisition activities must be concluded within a two-year period from the date of acquisition unless a formal extension has been approved by OPWC. The Ohio Public Works Commission will disburse on the projects' activities at the Project Agreement's participation ratio as the project proceeds. Requests to adjust this ratio will require Ohio Public Works Commission approval.

OIL AND GAS LEASING: The Ohio Public Works Commission has received numerous requests with regard to oil and gas leasing on properties purchased with Clean Ohio Conservation Funds. While no two requests are the same, the Commission has adopted the following policies. Existing oil and gas leases, at the time the Natural Resources Assistance Council approves the project, will be treated as pre-existing easements which the applicant has no or little control over. Thus, these applications will be approved as submitted. Requests to engage in oil and gas leasing on Clean Ohio Properties that have been acquired along with the mineral rights will be denied as this is not an activity defined in Ohio Revised Code 164.22 (A) or (B). Requests to engage in these activities on Clean Ohio Properties acquired with a third party holding the mineral rights will be dealt with on a case by case basis in conjunction with the Ohio Public Works Commission's legal counsel.

PROGRAM PROCEDURES ROUND 14

1. **Award Policy**
 "Conditional Awards" shall be made for those projects lacking local or other funding match to move forward to closing at time of application. Initially, conditional awards shall be extended for six months after the application funding award. An additional six months can be granted based on the consideration of progress by the District 5 NRAC. Awards to those projects that cannot move to closing prior to the initiation of the next funding round will be rescinded.

2. **Score Tie Breakers**
 When scores are tied the following criteria will be used to break the tie:
 - a. 1st tie breaker- project with highest % match dollars.
 - b. 2nd tie breaker-vote of committee.

3. **Last Project on Funding Line**
 If the last qualified project on the funding list cannot receive its full funding request then it will be offered partial funding for thirty days after the date of NRAC approval. After that date any available funds will be offered to the next qualified project on the approved funding list until all funds are allocated.

4. **Required Documents**

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Has the applicant provided an "option to purchase" or "purchase agreement" between the applicant and the seller?
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	A Certified Appraisal from an Ohio Department of Transportation prequalified appraiser included. Please refer to Policy Clarifications above for additional information regarding appraisals. (A list of certified appraisers can be found at http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/LPA.aspx (If there are structures on the property provide a list of existing buildings and their intended use. Buildings to be demolished cannot be valued in the appraisal. Clean Ohio Funds can be utilized for demolition and requires supporting cost documentation.)
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Deed Restriction including any and all other documents intended to be recorded need to be included in the application.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	The applicant has the ability to move forward if matching funding is not available.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Has the applicant completed all previously funded Clean Ohio projects? (The NRAC may request that OPWC hold current funding round requests based on inadequate past performance.)
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Would the project be free from encumbrances or are there additional restrictions to the title (such as oil and gas leases, etc.)? Title commitment is required at the time of application. The NRAC may require the removal of encumbrances prior to closing.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Does the application involve land that will be extensively maintained and managed by other than natural means, forces or processes are not ideal projects for this program? The presumption is that when more than 15 percent of the land area associated with a project is maintained or managed by other than natural means, forces or processes, it is not a suitable project for District 5. It is also recommended that at least 85 percent of the grant funds requested for acquisition will be for the purchase of land to be maintained as a natural area, as opposed to the costs associated with purchasing pre-existing structures on the land, regardless of whether they are to be maintained to serve the project or demolished. If there are existing structures on the property being proposed for acquisition, applicants must provide the appraised value of the structure, proportion of value to the overall value and the intended actions for the structures (e.g. demolition, re-use).

No additional application information will be accepted after the application deadline, unless specifically requested by the District 5 NRAC Committee.

SCORING METHODOLOGY

Applicant Name: Bowling Green Parks and Recreation

Applicant Contact: Elisabeth Anderson

Project Title: Wintergarden / St. John's Nature Preserve

Date Application Received: _____ Date Application Reviewed: _____

Project Reviewed By: Applicant

Total Points Awarded: 108.5
 (121.5 maximum points)
 Project Ranking: _____ out of _____
 Total Project Cost: \$ 444,550
 Funding Requested: \$ 329,097

NRAC SCORING METHODOLOGY -- Part I -- Required -- Qualification Section

Project purpose must involve at least one of the following from B. or C. below:

- A. Minimum Points for Funding
Proposed projects that do not obtain a mean minimal score from committee members of at least seventy five (75) points of the total possible maximum points that could be awarded by the District 5 NRAC committee members will only be funded in full or in part upon a vote of 2/3rds of the committee members in attendance and be contingent upon funding availability.
- B. Open Space (Sec. 164.22 A)
 openspace acquisition
 permanent conservation easement
- C. Riparian Corridors or Watersheds (Sec. 164.22 B)
 Protects or enhances riparian corridors or watersheds including the protection and enhancement of streams, rivers and other waters of the state.
- D. Improvement/restoration to previously funded COCF Project per Attachment A.
- E. Would the project:

- | YES | NO | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | initiate or perpetuate hydromodification projects such as dams, ditch development or channelization? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | fund current legal obligations (such as fines, penalties, litigation expenses, mitigation or reclamation) under state or federal laws or local ordinances? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | fund facilities other than those required to provide public access to or use of openspace? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | fund facilities for active recreation such as tennis courts, ballfields and recreation centers? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | is the application incomplete? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>The project is determined to be an unacceptable use of Clean Ohio Conservation Funds by the District 5 NRAC. Eight NRAC members must affirm that the application is an unacceptable use of Clean Ohio Funds. (Factors considered shall include: an unjustified cost per acre, poor location, non-existent claimed benefits such as the presence of wetlands that is not supported by documentation</u> |

If Yes to any of the above in C, the project is ineligible (Section 164.22, ORC).

Application is an eligible project- YES NO

If application represents an eligible project move on to Part II

NRACs shall consider all the following in approving or disapproving a grant: Does the project emphasize (document in application) the following pursuant to Section 164.22, ORC? Two points for each, 52 point maximum, no partial credit shall be awarded. Please refer to Glossary of Terms.

(Applicants shall provide supporting justification for each criteria.)

1. protects and/or restores habitat for rare, threatened and endangered species
2. reduces or eliminates nonnative, invasive species of plants or animals
3. preserves and/or restores viable habitat for native plant or animal species
4. restores and preserves aquatic biological communities
5. preserves and/or restores headwater area
6. preserves or restores functioning floodplains
7. preserves or restores water quality
8. preserves or restores natural stream channels
9. preserves or restores streamside forests
10. preserves or restores wetlands
11. preserves or restores other natural features that contribute to quality of life and state's natural heritage
12. fee simple acquisition of lands to provide access to riparian corridors, coastal areas, Black Swamp or Oak Openings Region
13. acquisition of easements protecting and enhancing riparian corridors watersheds, coastal areas, Black Swamp or Oak Openings Region
14. reforests or re-vegetates land to improve water quality
15. reforests or re-vegetates with only native species to improve water quality
16. incorporates aesthetically pleasing and ecologically informed design including sensitivity to the terrain, natural resources and heritage of the property
17. enhances environmental educational opportunities
18. includes pedestrian/bicycle linkages to other openspace preserves and/or population centers
19. supports established openspace planning
20. provides a combination of recreational, economic and/or aesthetic preservation benefits
21. allows proper management of areas where safe fishing, hunting and/or trapping may take place in a manner that will preserve balanced natural ecosystems
22. enhances economic development that relies on recreation and ecotourism
23. contiguous to existing protected openspace
24. site has historical or cultural significance
25. preserves or restores coastal area, Black Swamp, and/or Oak Openings Region
26. provides facilities for public access and use

Part II SCORE: 46

The remaining questions will be scored in relation to all eligible applications for this grant cycle.

10. Financial readiness to proceed factor: (Documentation must be included demonstrating readiness to proceed)

(9 points) Evidence that matching funds are committed.

(5 points) Evidence that match will be available at closing.

(1 point) Match is anticipated to be available.

11. Project addresses a situation where action must be taken now or opportunity will be lost forever

9 (0-9 points)

(Supporting documentation required.)

Part III SCORE: 44.5

NRAC SCORING METHODOLOGY -- Part IV -- Other Project Observations 20 point maximum

The NRAC may adopt additional criteria which reflects local priorities as long as the criteria compliment and does not negate Parts I-III which carry out ORC Sec. 164.20-164.27.

The remaining questions will be scored in relation to all eligible applications for this grant cycle.

	Well Below Average	Below Average	Average	Above Average	Well Above Average
	-5	-3	0	3	5
Economic Impact					<input checked="" type="checkbox"/>
Env./Habitat Impact					<input checked="" type="checkbox"/>
Cost Effectiveness				<input checked="" type="checkbox"/>	
Other Project Factors					<input checked="" type="checkbox"/>

****Note: Any narrative comments for section IV should be noted on the back of this page.**

Part IV SCORE: 18

Project Scoring Tabulation:

Total Score Part II: 46 (52 points possible)

Total Score Part III: 44.5 (51.5 points possible)

Total Score Part IV: 18 (20 points possible)

Total Project Score: 108.5 (123.5 points possible)

Allowable Access Improvements:

(Including structures which provide for Americans with Disabilities Act (ADA) accessibility)

Benches
Fencing
Invasive Species Removal (f Time)
Kiosks/Signs
Observation Decks
Parking Lots
Pedestrian bridges
Plantings for Restoration
Trails
Trash Receptacles

Permissible but cannot be part of Clean Ohio Application for funding or local match: (Including structures that allow for passive recreation, decorative or aesthetic items)

Fountains, Monuments
Restrooms Shelter Houses
Statues

Prohibited:

Ball Diamonds
Buildings for well fields
RV parks
Wind Turbines

Existing Buildings:

Can be retained as nature centers or maintenance buildings. — must be in app and approved by NRAC

Reasonable additions to buildings for nature centers or maintenance buildings are permissible but not allowed as part of OPWC application or local match. — must be in app and approved by NRAC

Other Costs that are not permitted for Clean Ohio Funding or Match:

Administrative Costs Maintenance
Items Monitoring Costs Seller Paid
Items Taxes

Additional Supporting Documentation to Assist the NRAC in Ranking the Project

1. Protects and/or restores habitat for rare, threatened, and endangered species.

About 15 acres of the property are currently planted with a native grassland seed mix. After acquisition of the property, and independent of this grant funding, BG Parks and Recreation will manage the property to increase species diversity and expand available habitat for rare and endangered species currently found within the adjacent Wintergarden/St. John's Nature Preserve (Wintergarden). Wintergarden is home to a number of rare plant and animal species, including state endangered Dotted Horsemint (*Monarda punctata*), see Attachment I.

2. Reduces or eliminates nonnative, invasive species of plants or animals.

Following acquisition, Bowling Green Parks and Recreation will manage the property to reduce invasive species and improve upon the property's native ecosystems. The property harbors a number of invasive species including winged burning bush and honeysuckle. Prescribed fire, herbicides, and mechanical control methods will all be used to combat invasive species. Control of these invasive species will not only improve habitat quality on the property, it will buffer high quality habitat within Wintergarden from invasion.

3. Preserves and/or restores viable habitat for native plant or animal species.

The property contains 20.4 acres of habitat that includes oak dominated woodlands, grasslands, and vernal pools. As the property is contiguous to Wintergarden, acquisition of the property will expand the protected area to create a tract of habitat large enough to support healthy plant and animal communities. After purchase and independent of this grant funding, native wetland vegetation will be restored on flooded portions of the grassland. Portions of the woodland will be thinned to restore historic oak savanna habitat.

4. Restores and preserves aquatic biological communities.

Protection of the property will preserve almost 3 acres of vernal pools in the oak woods and allow for future restoration of a wetland on hydric soils within the CRP grassland planting (see Attachment F6). In addition, Wintergarden contains a .5 acre submergent wetland, about 19 acres of woods with vernal pools, and an additional 2.5 acres of wetland designated by the National Wetlands Inventory whose protection will be made permanent by the addition of a conservation easement after purchase of the Property (see Attachment F5).

5. Preserves and/or restores headwater area.

This project will result in the protection of woodland and grassland habitat and the restoration of wetland habitat within the headwater area of the Maumee and Portage Rivers. A portion of the property drains to the Maumee River, while the remainder drains to the Portage River.

6. Preserves or restores functioning floodplains.

Not applicable.

7. Preserves or restores water quality

Protection of the property will enhance water quality by absorbing and filtering runoff from surrounding land. Residential development around the Preserve includes areas with a high percentage of impervious surface and yard grass contributing to runoff of stormwater, yard chemicals, and road pollution. Native vegetation on the property absorbs and filters runoff and recharges groundwater.

8. Preserves or restores natural stream channels.

Not applicable.

9. Preserves or restores streamside forests.

Not applicable.

10. Preserves or restores wetlands.

Protection of the property will protect more than an acre of existing vernal pools and allow for future wetland restoration. The property has a mix of hydric and non-hydric sandy soils. This mix of soils creates patches of vernal pools in the woods and flooded patches in the grassland. Following acquisition, BG Parks and Recreation plans to restore a wetland in the hydric area of the current grassland. See Attachment F6 for location of hydric soils.

11. Preserves or restores other natural features that contribute to quality of life and the state's natural heritage.

The property contains old glacial sand ridge deposits which have historically hosted Oak Openings plant communities. Oak savanna habitat is a globally rare ecosystem.

12. Fee simple acquisition of lands to provide access to riparian corridors, coastal areas, Black Swamp or Oak Openings regions.

The project is located within the historic Great Black Swamp and contains Oak Openings region soils. Following the completion of acquisition and some management work independent of this grant, the site will be opened up for public access as a part of Wintergarden. Wintergarden is free to the public and is open from dawn until dusk year round.

13. Acquisition of easements protecting and enhancing riparian corridor watersheds, coastal areas, Black Swamp or Oak Openings region.

As a component of this project, a perpetual conservation easement protecting the entirety of the 123.4 acre expanded Preserve will be recorded. The property is located within the historic Great Black Swamp and Wintergarden contains Oak Openings plant communities such as oak lupine barrens.

14. Reforests or revegetates land to improve water quality.

After acquisition, and independent of this grant funding, native wetland species will be restored to areas with hydric soils to benefit water quality.

15. Reforests or revegetates with only native species to improve water quality.

Only native species will be used in plantings on the Property. Whenever possible, BG Parks and Recreation will propagate plants containing local genotypes.

16. Incorporate aesthetically pleasing and ecologically informed design including sensitivity to the terrain, natural resources and heritage of the property.

The site will have passive recreational development performed. Trails will be mowed or constructed with a permeable surface that follows the site's natural topography. No filling activities will occur on the property.

17. Enhances environmental educational opportunities.

The property will create additional space for the established and active environmental education program at Wintergarden. The Preserve offers environmental education programming for all ages. In 2018, over 3,000 people attended summer camps, presentations, or volunteer opportunities at Wintergarden. The preserve is open 365 days per year and includes a Rotary Nature Center with educational displays that are available to all visitors. The property is frequently utilized by Bowling Green State University classes, including capstone projects for seniors in the environmental studies department completing environmental impact statements.

18. Includes pedestrian/bicycle linkages to other open space preserves and/or population centers.

The property is contiguous with Wintergarden on three sides. Wintergarden currently has about 2.5 miles of maintained trails that will connect with new trails through the property. The preserve's location within the City of Bowling Green allows close access to the preserve from the city's population center. Additionally, the property is only a half a mile from the Slippery Elm Bike Trail and Black Swamp Nature Preserve.

19. Supports established open space planning.

The public benefits of preservation of the Property are consistent with priorities outlined by the Wood County Comprehensive Land Use Plan for "Retaining areas for recreational purposes that are: 1) near or

adjacent to existing parks; 2) near or adjacent to rapidly developing areas; or 3) exhibit unique natural features and amenities.” The Property is well suited to providing recreation opportunities due to its location in Bowling Green and its shared boundary with Wintergarden Park. The Property also exhibits unique natural features in its rare Oak Openings habitat lupine barrens.

In addition, the Master Plan for Bowling Green Parks and Recreation Department identifies a “need to purchase land to provide recreational outlets.” However, the city faces the challenge of “few remaining opportunities for additional parks and off-street trails within BG.” The Property represents a rare opportunity to expand parks within the city to fulfill the goals of the Master Plan.

20. Provides a combination of recreational, economic and/or aesthetic preservation benefits.

This project will provide recreational benefits for the community by expanding opportunities for hiking and wildlife viewing. The woods and grasslands of the property have scenic value to both visitors on the Preserve and from its frontage along South Wintergarden Road.

21. Allows proper management of areas where safe fishing, hunting and/or trapping may take place in a manner that will preserve balanced natural ecosystems.

Though hunting and trapping do not currently occur on the property, the naturalist staff monitors the property’s carrying capacity in relation to its wildlife populations. Many parks districts, including Toledo Metroparks, have implemented deer culls to maintain balanced ecosystems.

22. Enhances economic development that relies on recreational and ecotourism.

Wintergarden is a beloved community resource. Visitors, college students, and BG residents alike frequent the Preserve. The property will attract additional visitors to the area to enjoy the trails, wildlife viewing, and open space within the city. The site has the potential to host birding tours during Biggest Week in American Birding, which Wintergarden already hosts. The birding festival is a huge and expanding economic boon to our region. In addition, preservation of green space will increase property values in the surrounding area.

23. Contiguous to existing protected open space.

The property is surrounded on three sides by Wintergarden and will serve as an expansion of the Preserve. The property is the last undeveloped piece of land adjacent to the Preserve.

24. Site has historical or cultural significance.

The project includes a diversity of habitat types that were present in northwest Ohio before European settlement, including Oak Openings oak/lupine barrens, forested wetlands, and prairies. Today, Wintergarden not only protects these remaining communities, it also serves as an important demonstration of the history of Wood County. BG Parks and

Recreation seeks to educate visitors as to the significance of these historic habitats and their restoration.

25. Preserves or restores coastal area, Black Swamp, and/or Oak Openings

This site is located in the historic Great Black Swamp. In addition, it protects plant communities endemic to the Oak Openings region, including black oak lupine barrens.

26. Provides facilities for public access and use.

Wintergarden is open year-round and admission is free to the general public. A 2005 survey of 5,000 households in Bowling Green found that 60 percent of the community utilizes Wintergarden, making it the second most visited park in the City of Bowling Green. The Preserve also hosts environmental education programs for all ages, which reached over 3,000 people in 2018 alone.

Wintergarden includes an ADA accessible parking lot, restrooms, nature center, and boardwalk. The existing trails system is either mowed (in open areas) or mulched (in wooded) areas. New trails will be completed in a manner that is consistent with the rest of the preserve.

PART III

1. Percentage of Clean Ohio matching funds necessary to complete project

The total project cost is \$444,550. BG Parks and Recreation is seeking \$329,097 in Clean Ohio funds (74%).

2. Level of funding provided by other sources, both funding and in kind.

Match funding will be provided through a combination of a NatureWorks grant and a donation by the BG Parks and Recreation Foundation. A NatureWorks application for the project was submitted on June 1st, 2019. The Foundation is conducting a fundraising campaign to cover all acquisition, costs that are not met through grant awards. To date, the Foundation has raised \$68,299 as shown in Attachment G.

3. Documented Support

Please see attachment J

- Local Political Subdivisions – Not required, as the applicant is a parks district
- Community Organizations – Bowling Green Parks and Recreation Foundation
- Conservation Organizations – Green Ribbon Initiative

- State Agencies – Ohio Department of Natural Resources, State Senator Theresa Gavarone
- Federal Agencies- Ottawa National Wildlife Refuge
- Additional: Black Swamp Conservancy (project partner)

4. Level of conservation coordination with other Openspace, Riparian Corridor, Trails, Farmland Protection or Urban Revitalization Projects under the Clean Ohio Fund in other Public Works Commission Districts.

Not applicable.

5. Extent of public access once project is completed.

After a period of restoration, the property will be opened to the public as a part of Wintergarden. Wintergarden is open to the public from dawn to dusk every day of the year.

6. Operation and Maintenance once project is completed.

BG Parks and Recreation will work in partnership with Black Swamp Conservancy to acquire the Property. Upon purchase of the property, BG Parks and Recreation will take full ownership of the Property, and Black Swamp Conservancy will hold a conservation easement on the entire expanded Preserve.

BG Parks and Recreation has an operational budget of 2.3 million dollars, funded primarily through a levy, fees, and tax revenue. They employ 20 staff members with demonstrated experience managing invasive species, maintaining trails, and performing other park operations. Wintergarden has its own dedicated natural resources staff and Environmental Restoration Plan that together provide the guidelines and expertise needed to restore and manage an addition to the Preserve.

Black Swamp Conservancy is an accredited land trust with more than 25 years of experience protecting land in northwest Ohio. The Conservancy employs five staff members with expertise in drafting, monitoring, and defending conservation easements.

Upon closing of the sale, the seller has agreed to pay a stewardship fee of \$12,000 each to both BG Parks and Recreation and Black Swamp Conservancy (see Attachment M). BG Parks and Recreation will use their fee to restore and maintain the Property. Black Swamp Conservancy will use their fee to fund annual monitoring of the Property and potential future legal costs of upholding the conservation easement.

7. Project Management Experience of similar or related projects.

BG Parks and Recreation currently manages 10 parks in the City of Bowling Green. The Department has extensive experience in operating a nature preserve for public access, restoring habitat, removing invasive species, and hosting environmental education. In addition, the Department has successfully purchased 2 additions to the parks district within the past decade, including a previous expansion of Wintergarden.

Black Swamp Conservancy has completed over 10 Clean Ohio projects within the past 10 years. The Conservancy has extensive experience conducting land acquisition and conservation easement transactions. They currently have over 135 conservation easements and own five public nature preserves in 13 counties. The Conservancy has partnered with many park districts, townships and municipalities to establish public parks and preserves throughout the region.

8. Community Planning

Protection of this property is consistent with and will further the goals of the following comprehensive open-space plans.

- Master Plan for Bowling Green Parks and Recreation Department

The Master Plan for Bowling Green Parks and Recreation Department identifies a “need to purchase land to provide recreational outlets.” However, the city faces the challenge of “few remaining opportunities for additional parks and off-street trails within BG.” The Property represents an unusual opportunity to expand parks within the city to fulfill the goals of the Master Plan. The Master Plan specifically identifies the expansion of Wintergarden as an objective to increase public greenspace.

- City of Bowling Green Comprehensive Plan

The City of BG Comprehensive Plan states that public trails are the most popular recreation amenity in the city. Therefore, implementing trails is a priority for future recreation development. Protection of the property will provide a scenic setting for new trails in connection with the existing network of trails within Wintergarden.

- Wood County Comprehensive Land Use Plan

The Wood County Comprehensive Land Use Plan sets the objective of “Retaining areas for recreational purposes that are: 1) near or adjacent to existing parks; 2) near or adjacent to rapidly developing areas; or 3) exhibit unique natural features and amenities.” The Property meets each of these goals for recreational use due to its shared boundary with Wintergarden, its location within city limits in an area that is being developed for single family residential use, and its potential for the restoration of rare Oak Openings communities.

9. Natural Resource Viability

This project will perpetually protect both the 20.4 acres of woods and grassland that is purchased as well as the existing 103 acre Wintergarden through a conservation easement. While Wintergarden is currently protected, the addition of a conservation easement will ensure that it remains so for future generations.

The project protects globally rare Oak Openings habitat, including oak/lupine barrens (see Attachment H). It will also expand and improve habitat in an area with records of the state endangered Dotted Horsemint (*Monarda punctata*, see Attachment I). The site will also protect vernal pools that are a relative rarity in agriculture-dominated northwest Ohio. Both the project's wetlands and Oak Openings habitat are significant communities within the northwest Ohio.

10. Financial readiness to proceed

Match will be provided through the combination of a NatureWorks grant and a donation from the Bowling Green Parks and Recreation Foundation. The Foundation has already raised \$68,299 in matching funds, as documented in Attachment G.

11. Project addresses a situation where action must be taken now or opportunity will be lost forever.

Land surrounding the property has all been converted to residential use. This property is the last remaining undeveloped land onto which Wintergarden could expand. The property would likely be highly attractive to a buyer looking for property to develop. Black Swamp Conservancy holds a purchase agreement with the landowner allowing for a period of time to procure funds for the purchase of the property. The property's landowners are aging and unable to maintain the property any longer. If funds are not acquired, the property will likely be sold to another buyer as residential lots.

BEAR GRAPHICS 800-925-8084 FORM NO. 30045

Resolution No. 3746

Passed October 21, 2019

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BOWLING GREEN, OHIO, TO FILE AN APPLICATION AND AUTHORIZING THE MUNICIPAL ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE PURPOSE OF ACQUIRING FINANCIAL ASSISTANCE FROM THE CLEAN OHIO CONSERVATION PROGRAM FUND

WHEREAS, the State of Ohio through the Ohio Public Works Commission, administers financial assistance for public recreation purposes, through the Clean Ohio Conservation Program Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BOWLING GREEN, OHIO:

SECTION 1: That the Mayor of the City of Bowling Green, Ohio, is hereby authorized to apply to the Ohio Public Works Commission for Clean Ohio Conservation Program funds.

SECTION 2: If grant funds are awarded, the Municipal Administrator is hereby authorized to enter into an agreement to administer a grant to implement said program, and the Municipal Administrator is authorized to sign said agreement.

SECTION 3: The Council hereby certifies that the City of Bowling Green, Ohio, has the legal authority to apply for and accept an offer of grant funding.

SECTION 4: The Council hereby certifies that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest time permitted by law.

Passed: October 21, 2019 [Signature]
Date President of Council
MICHAEL A. ASPACHER

Attest: [Signature]
Clerk of Council
KAY D. SCHERREIK

Approved: October 22, 2019 [Signature]
Date Mayor
RICHARD A. EDWARDS

MICHAEL J. MARSH
CITY ATTORNEY
kds

CERTIFICATION
This is to certify that the foregoing is a true copy of Res. No. 3746 passed by the Council of the City of Bowling Green, Ohio, Oct. 21, 2019.
[Signature]
Clerk of Council

Attachment E:
CFO Certification

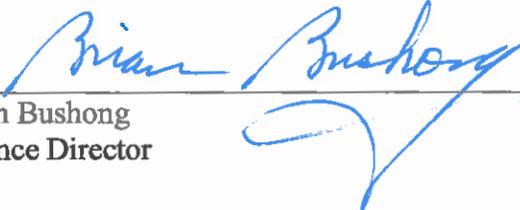


**BOWLING GREEN PARKS AND RECREATION DEPARTMENT &
FOUNDATION**

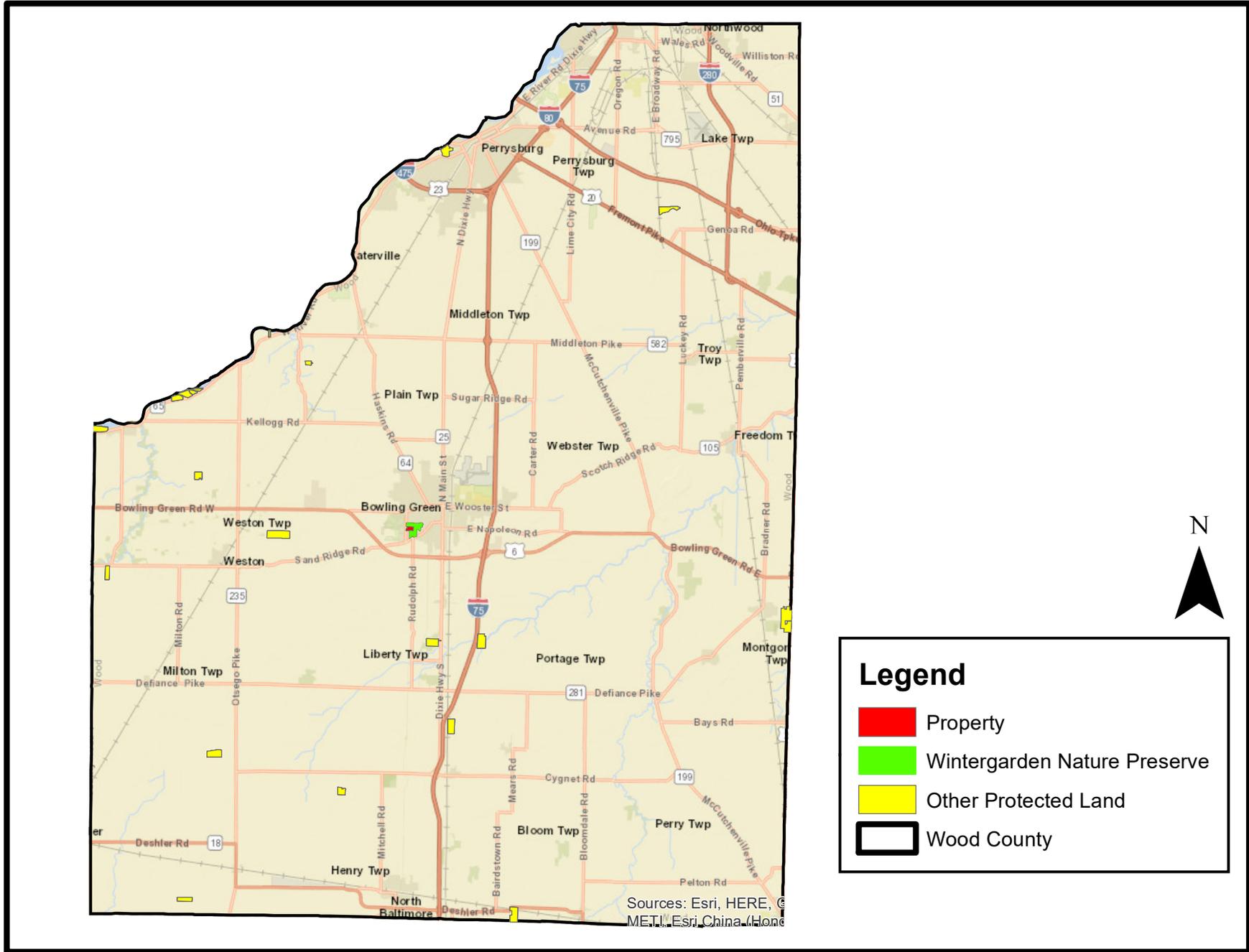
**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF APPLICANT
REVENUES**

October 14, 2019

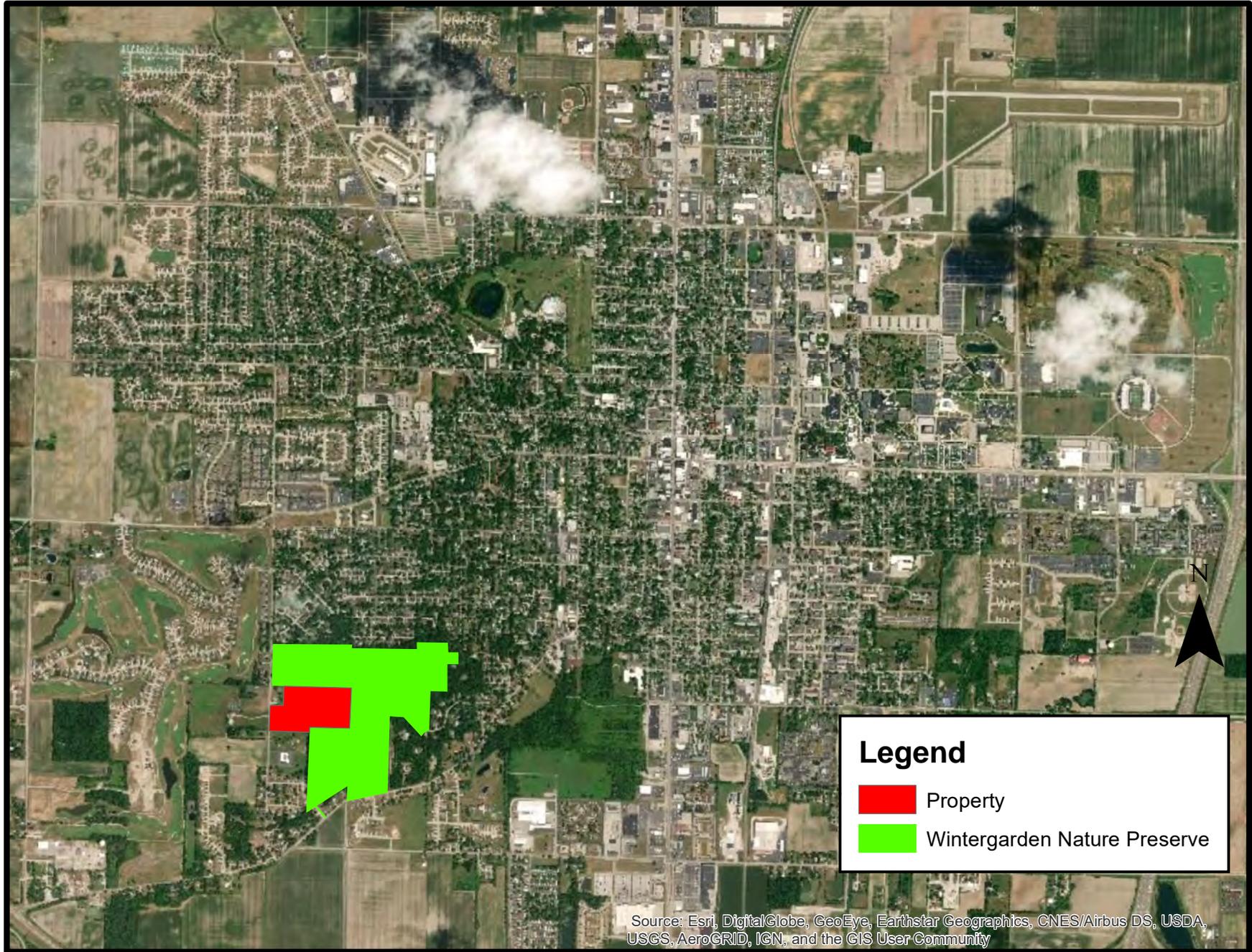
I, Brian Bushong, Finance Director, hereby certify that Bowling Green Parks and Recreation will have the amount of \$115,453 in matching funds from a grant awarded by NatureWorks and funds raised by the Bowling Green Parks and Recreation Foundation (\$68,299 has already been raised) and that this amount will be used to pay the applicant revenues for the Wintergarden/St. John's Nature Preserve when it is required.



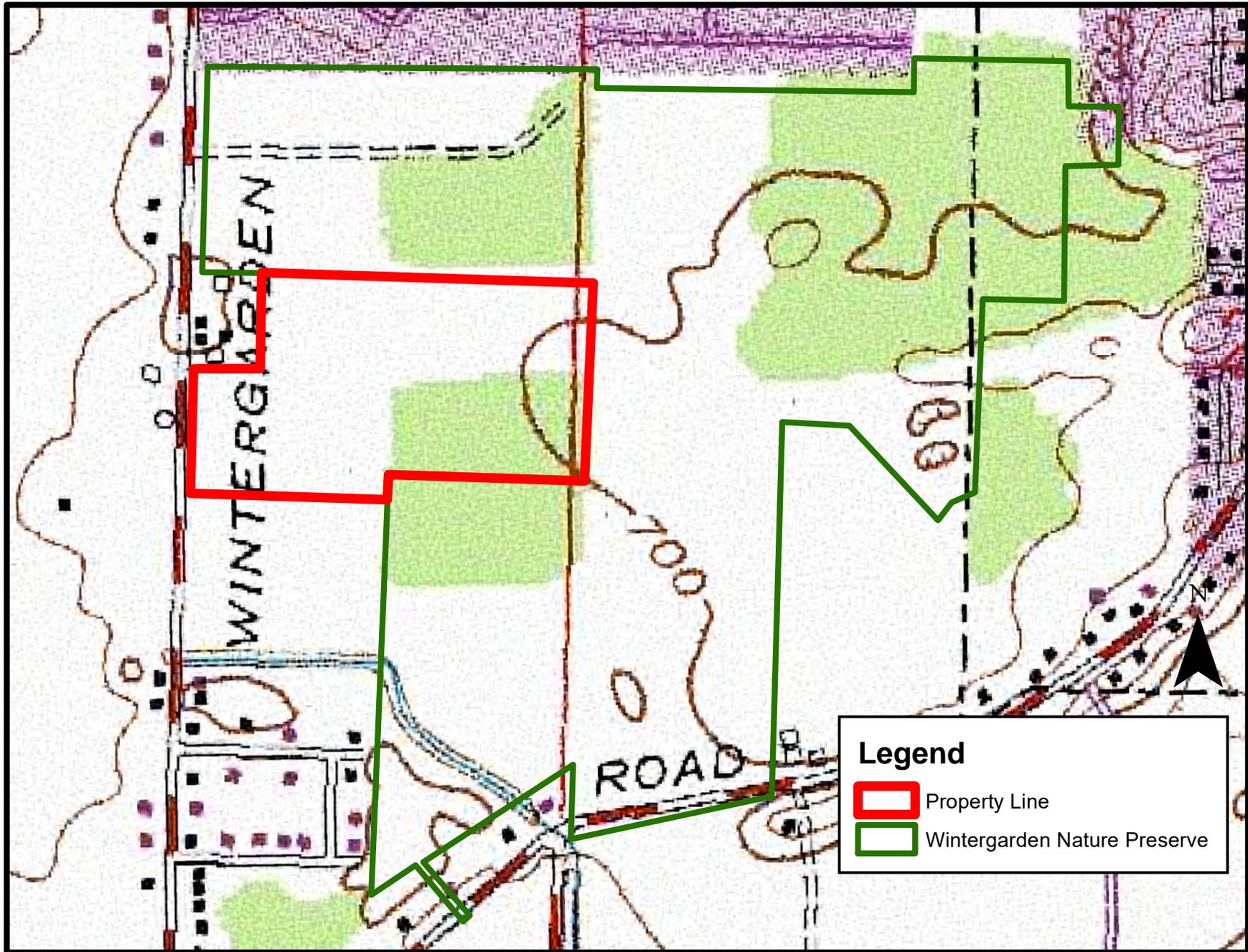
Brian Bushong
Finance Director



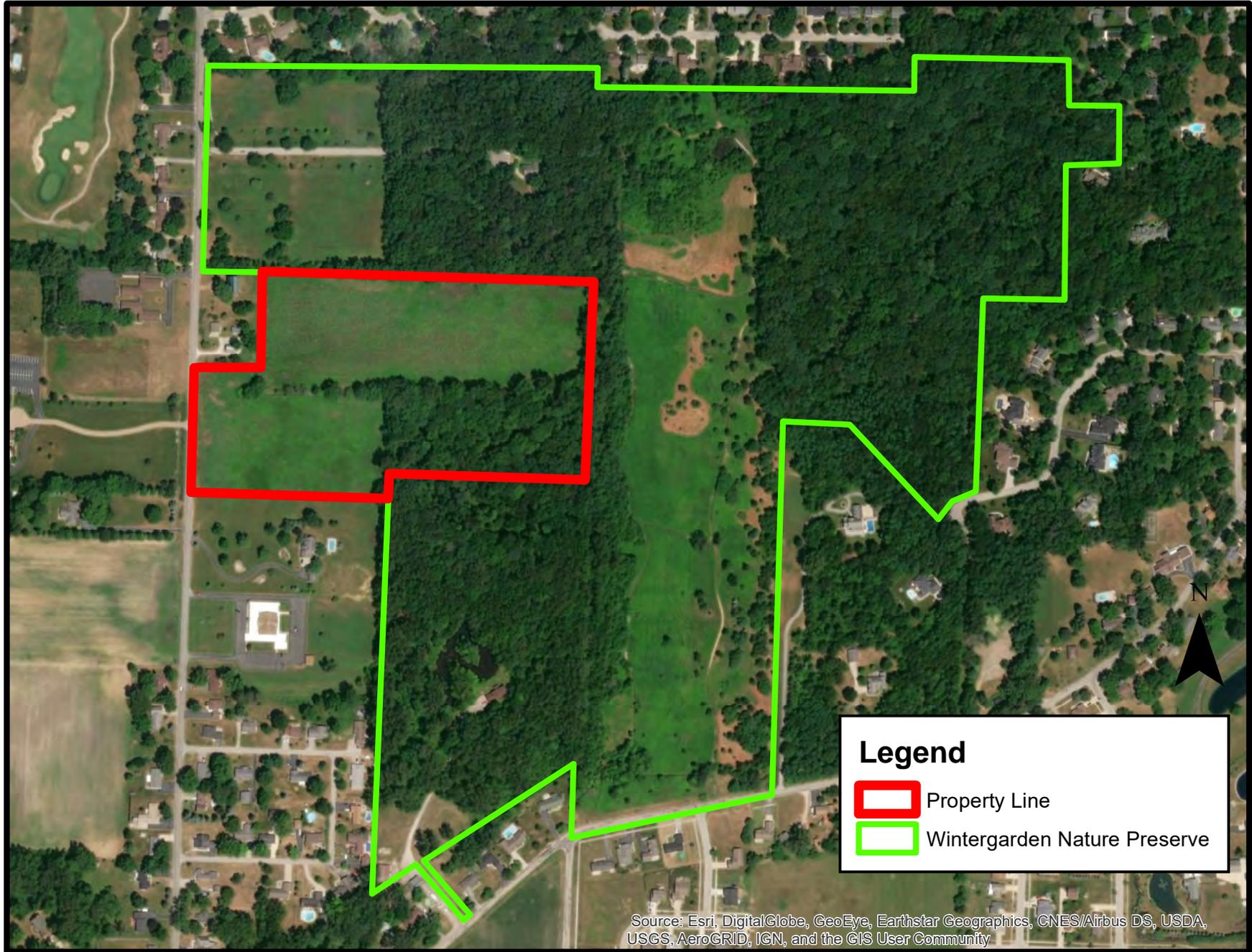
Attachment F1: County Map



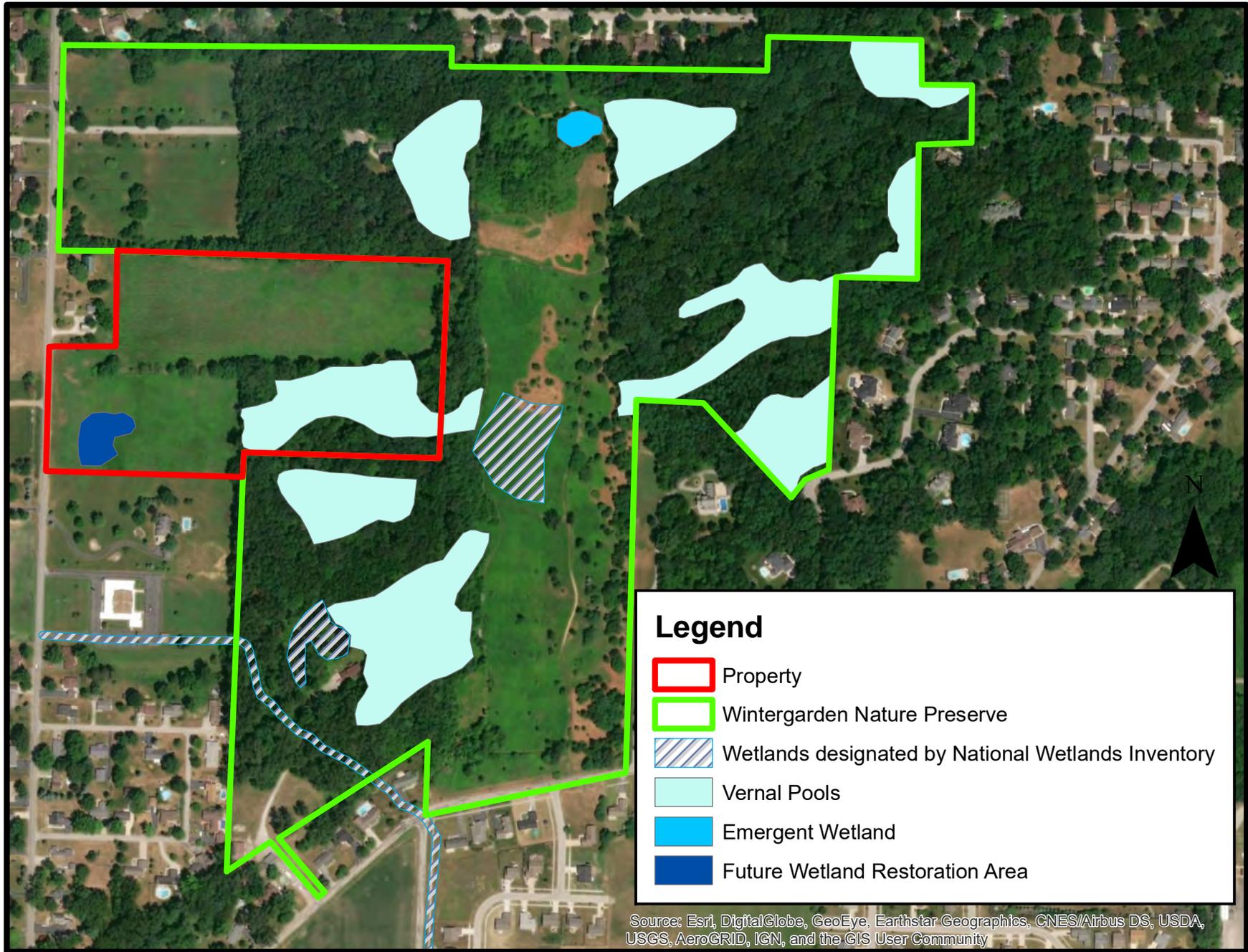
Attachment F2: Local Map



Attachment F3: Topographic Map of Property and Wintergarden



Attachment F4: Aerial Imagery



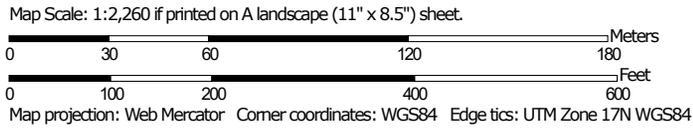
Attachment F5: Water Resources

Attachment F6: Soil Map of Property

Hydric Rating by Map Unit—Wood County, Ohio
(Crep_Shapefile)



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Lines

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Points

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Wood County, Ohio
Survey Area Data: Version 21, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 5, 2014—Mar 28, 2017

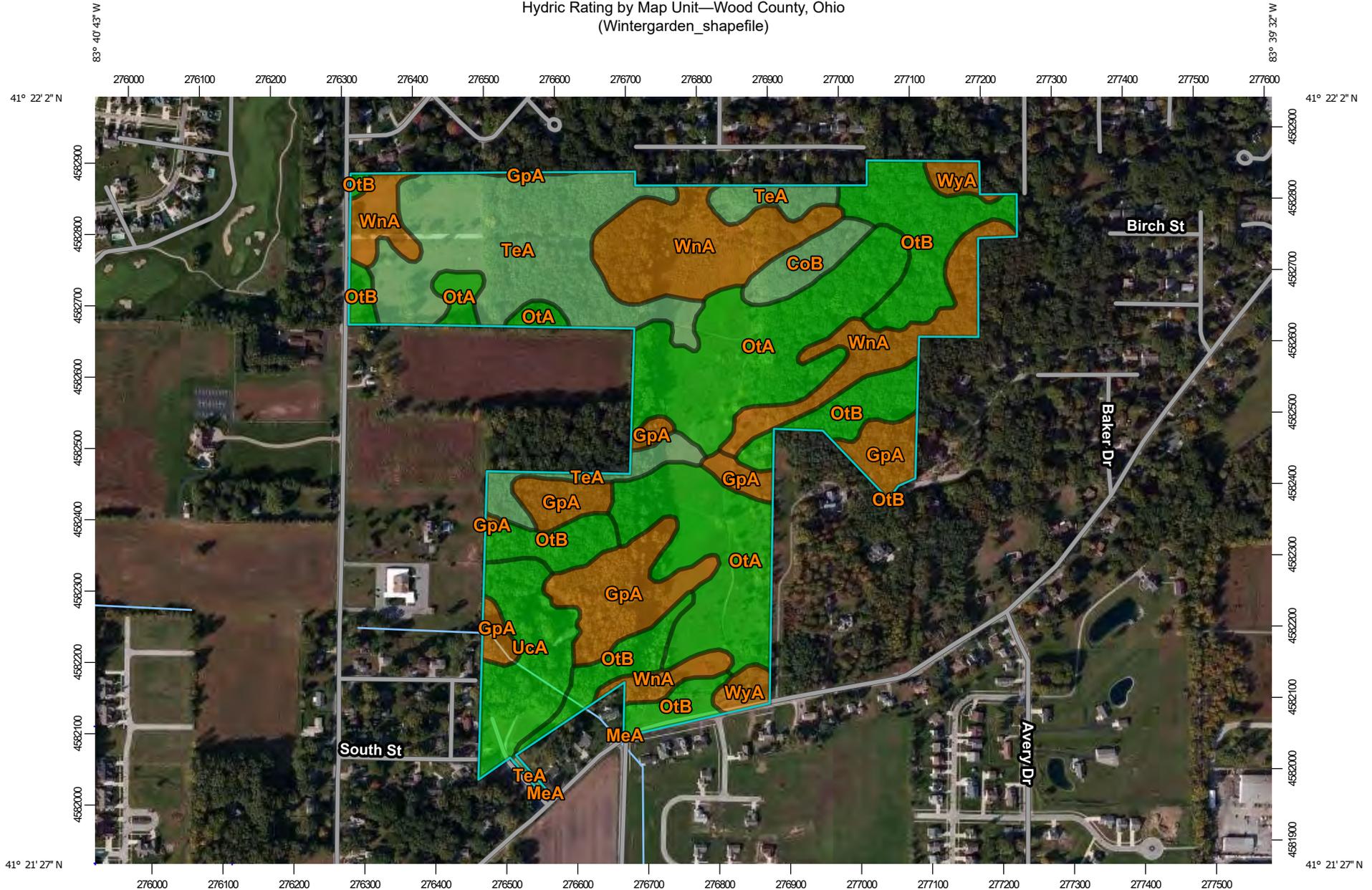
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

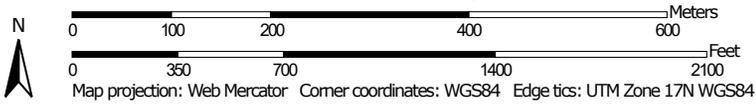
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
GpA	Granby loamy fine sand, till substratum, 0 to 1 percent slopes	90	4.5	22.5%
OtA	Ottokee-Spinks loamy fine sands, 0 to 2 percent slopes	0	5.7	28.5%
OtB	Ottokee-Spinks loamy fine sands, 2 to 6 percent slopes	0	0.6	2.9%
TeA	Tedrow loamy fine sand, 0 to 2 percent slopes	10	9.3	46.1%
Totals for Area of Interest			20.2	100.0%

Attachment F6: Soil Map Wintergarden

Hydric Rating by Map Unit—Wood County, Ohio
(Wintergarden_shapefile)



Map Scale: 1:7,580 if printed on A landscape (11" x 8.5") sheet.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Lines

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Points

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Wood County, Ohio
Survey Area Data: Version 21, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 5, 2011—Mar 21, 2012

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CoB	Colonie fine sand, 1 to 6 percent slopes	1	2.4	2.3%
GpA	Granby loamy fine sand, till substratum, 0 to 1 percent slopes	90	11.7	11.4%
MeA	Merrill sandy clay loam, 0 to 1 percent slopes	90	0.0	0.0%
OtA	Ottokee-Spinks loamy fine sands, 0 to 2 percent slopes	0	25.0	24.3%
OtB	Ottokee-Spinks loamy fine sands, 2 to 6 percent slopes	0	17.2	16.7%
TeA	Tedrow loamy fine sand, 0 to 2 percent slopes	10	20.7	20.1%
UcA	Udorthents, loamy, 0 to 2 percent slopes	0	6.7	6.5%
WnA	Wauseon fine sandy loam, deep to till, 0 to 1 percent slopes	90	17.4	16.9%
WyA	Wauseon fine sandy loam, 0 to 1 percent slopes	93	1.8	1.8%
Totals for Area of Interest			102.9	100.0%

Attachment G:
Evidence of
Matching Funds



**BOWLING GREEN PARKS AND RECREATION DEPARTMENT &
FOUNDATION**

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF APPLICANT
REVENUES**

October 11, 2019

I, Enrique Gomezdelcampo, President, hereby certify that Bowling Green Parks and Recreation will have the amount of \$115,453 in matching funds from a grant awarded by NatureWorks and funds raised by the Bowling Green Parks and Recreation Foundation (\$68,299 has already been raised) and that this amount will be used to pay the applicant revenues for the Wintergarden/St. John's Nature Preserve when it is required.

A handwritten signature in blue ink, appearing to read "Enrique Gomezdelcampo".

Enrique Gomezdelcampo
President

Attachment H: Photos



1. Representative photo of grassland that was formerly enrolled in CRP.



2. Representative photo of flooding at location of planned wetland restoration.



3. Representative photo of woods. Note buttressing of trees indicative of wet growing conditions.



4. Representative photo of vernal pools within the woods.



5. Oak/ lupine barrens at Wintergarden/St. John's Nature Preserve.



6. Earthen trails through the forest at Wintergarden.



7. Sign for Wintergarden, with paved pathway from parking lot to Rotary Nature Center in the background.



8. Woodland spring ephemerals at Wintergarden.



9. Boardwalk over a wetland at Wintergarden.



10. Students netting aquatic macroinvertebrates to learn about wetlands and water quality.



Ohio Department of Natural Resources

MIKE DeWINE, GOVERNOR

MARY MERTZ, DIRECTOR

Kendra S. Wecker, Chief
Division of Wildlife
2045 Morse Rd, Building G
Columbus, Ohio 43229
Phone: (614) 265-6300

21 August 2019

Elisabeth Anderson
Black Swamp Conservancy
PO Box 332
Perrysburg, OH 43552

Dear Ms. Anderson,

Per your request, I have e-mailed you a set of shapefiles with our Natural Heritage Program data for the Wintergarden/St. John's Nature Preserve Expansion project, including a one mile radius, in Plain Township, Wood County, Ohio. This data will not be published or distributed beyond the scope of the project description on the data request form.

Records included in the data layer may be for rare and endangered plants and animals, geologic features, high quality plant communities and animal assemblages. Fields included are scientific and common names, state and federal statuses, as well as managed area and date of the most recent observation. State and federal statuses are defined as: E = endangered, T = threatened, P = potentially threatened, SC = species of concern, SI = special interest, A = recently added to inventory with a state status not yet determined, X = presumed extirpated from Ohio, FE = federal endangered, FT = federal threatened, FC = federal candidate species, and FSC = federal species of concern.

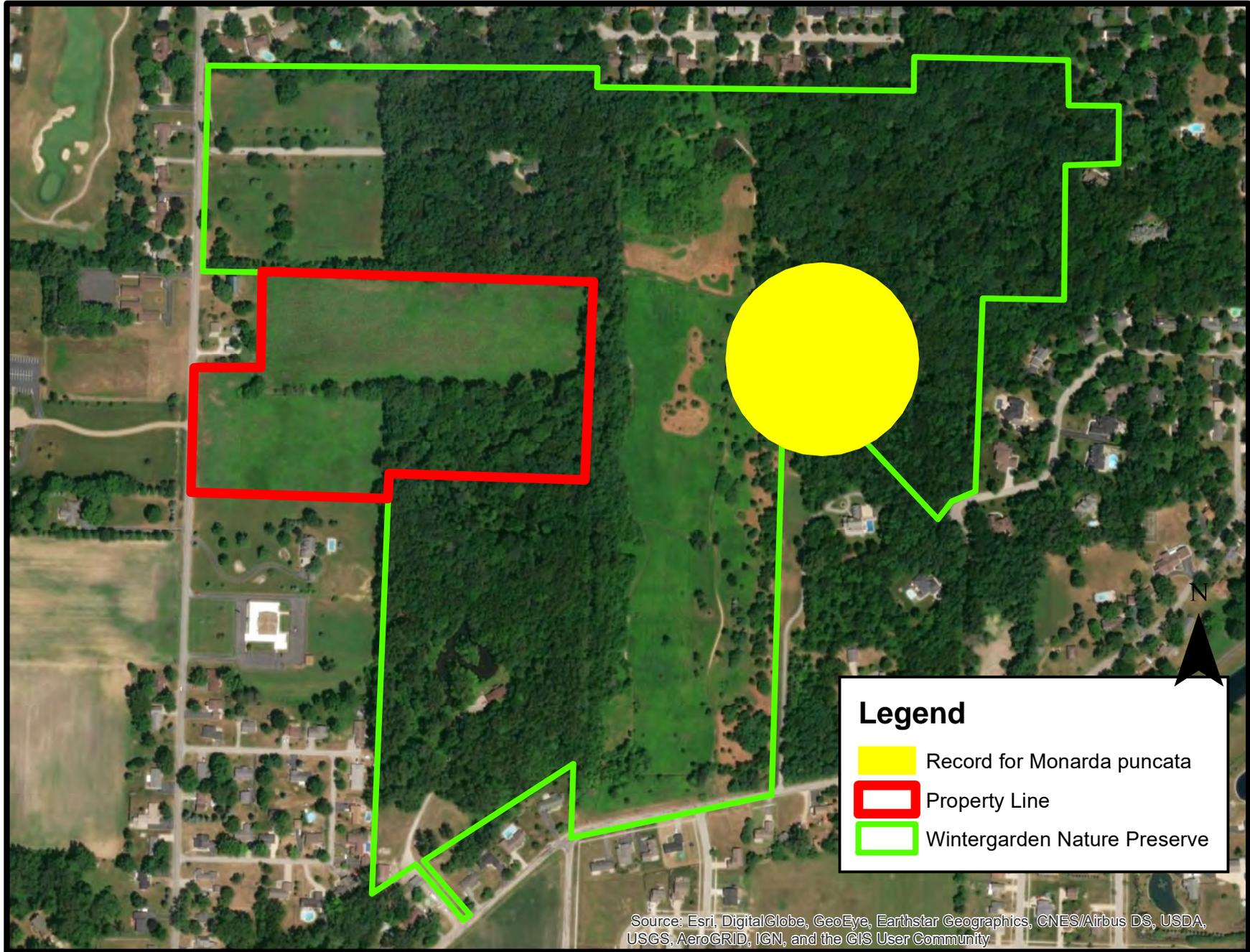
Our inventory program has not completely surveyed Ohio and relies on information supplied by many individuals and organizations. Therefore, a lack of records for any particular area is not a statement that rare species or unique features are absent from that area. This letter only represents a review of rare species and natural features data within the Ohio Natural Heritage Database. It does not fulfill coordination under the National Environmental Policy Act (NEPA) or the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S. C. 661 et seq.) and does not supersede or replace the regulatory authority of any local, state or federal agency nor relieve the applicant of the obligation to comply with any local, state or federal laws or regulations.

Please contact me at 614-265-6818 if I can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Woischke".

Debbie Woischke
Ohio Natural Heritage Program



Attachment I: Natural Heritage Database Results

Attachment J: Letters of Support



A PARTNERSHIP OF PUBLIC AND PRIVATE ORGANIZATIONS, LANDOWNERS, AND INDIVIDUALS
WORKING TOGETHER TO PRESERVE, ENHANCE, AND RESTORE CRITICAL NATURAL AREAS IN
THE OAK OPENINGS REGION OF NORTHWEST OHIO AND SOUTHEAST MICHIGAN

October 19, 2019

NRAC District 5
Neil A. Munger, Chair
18729 Mercer Road
Bowling Green, OH 43402

Dear Neil,

I am writing to indicate my support of the Clean Ohio Green Space Conservation Fund application being submitted by Bowling Green Parks and Recreation and titled "Wintergarden/St. John's Nature Preserve Expansion."

This project represents the last remaining land onto which Wintergarden/St. John's Nature Preserve (WGSJNP) could be expanded. As such, it offers a unique opportunity to expand public access to a much beloved community park and provide quality habitat protection and enhancement within the City of Bowling Green.

WGSJNP contains a high quality example of black oak/lupine barrens and hosts a diversity of plants and animal species, including the state-endangered dotted horsemint (*Monarda punctata*). The expansion of WGSJNP will provide an additional 20.4 acres of grassland and woodland habitat and will also serve to buffer the sensitive species located within the preserve from surrounding development

As a component of this transaction, Black Swamp Conservancy will hold a conservation easement on the entirety of the expanded WGSJNP that will ensure protection this significant natural resource in perpetuity.

I fully support the efforts of Bowling Green Parks and Recreation to pursue funding to purchase an expansion to WGSJNP. I urge your favorable consideration of the application.

Sincerely,

Erika Buri
Chair
Oak Openings Green Ribbon Initiative



**BOWLING GREEN PARKS AND RECREATION DEPARTMENT &
FOUNDATION**

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF APPLICANT
REVENUES**

October 11, 2019

I, Enrique Gomezdelcampo, President, hereby certify that Bowling Green Parks and Recreation will have the amount of \$115,453 in matching funds from a grant awarded by NatureWorks and funds raised by the Bowling Green Parks and Recreation Foundation (\$68,299 has already been raised) and that this amount will be used to pay the applicant revenues for the Wintergarden/St. John's Nature Preserve when it is required.

A handwritten signature in blue ink, appearing to read "Enrique Gomezdelcampo".

Enrique Gomezdelcampo
President



Ohio Department of Natural Resources

MIKE DeWINE, GOVERNOR

MARY MERTZ, DIRECTOR

Division of Natural Areas and Preserves

Jeff Johnson – Chief
2045 Morse Road – A2
Columbus, OH 43229-6693
Phone: (614) 265-6906

November 17, 2019

NRAC District 5
Neil A. Munger, Chair
18729 Mercer Road
Bowling Green, OH 43402

Dear NRAC District 5 Members:

The Ohio Division of Natural Areas and Preserves wishes to express support of the Clean Ohio Green Space Conservation Fund application by Bowling Green Parks and Recreation along with their partner Black Swamp Conservancy for an expansion of Wintergarden / St. John's Nature Preserve.

This project proposes to protect the last remaining undeveloped land onto which Wintergarden / St. John's Nature Preserve can be expanded. As such, it offers a unique opportunity to expand public access to natural areas and provide habitat for wildlife within the City of Bowling Green. Wintergarden contains a high-quality example of black oak/lupine barrens community and hosts a diversity of plants and animal species, including the state-endangered dotted horsemint (*Monarda punctata*). The expansion of Wintergarden will provide an additional 20 acres of grassland and woodland habitat and will also serve as critical ecological buffer the sensitive species located within the preserve and protect the site from surrounding development.

Protection of habitat such as this is in line with the Division's mission of protecting Ohio's rich heritage in natural resources. Providing protection for native ecosystems and buffer for unique plant assemblages as well as habitat for native pollinator species, and sites that provide quality educational opportunities are all vitally important. The Division of Natural Areas and Preserves fully supports the efforts of Bowling Green Parks and Recreation and Black Swamp Conservancy to pursue funding to purchase an expansion to Wintergarden.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Johnson".

Jeff Johnson, Chief
ODNR, Division of Natural Areas and Preserves



Ohio Senate
Senate Building
1 Capitol Square
Columbus, Ohio 43215
(614) 466-8060
Gavarone@ohiosenate.gov

Committees:
Higher Education – Vice Chair
Health, Human Services and Medicaid
Education
Judiciary
Government Oversight and Reform

Theresa Gavarone
State Senator
2nd District

NRAC District 5
Neil A. Munger, Chair
18729 Mercer Road
Bowling Green, OH 43402

I am writing this letter in support of the Clean Ohio Green Space Conservation Fund application by Bowling Green Parks and Recreation with their partner Black Swamp Conservancy for an expansion of Wintergarden / St. John's Nature Preserve.

This project represents the last remaining undeveloped land onto which Wintergarden / St. John's Nature Preserve can be expanded. As such, it offers a unique opportunity to expand public access to natural areas and provide habitat for wildlife within the City of Bowling Green. Wintergarden contains a high quality example of black oak/lupine barrens and hosts a diversity of plants and animal species, including the state-endangered dotted horsemint (*Monarda punctata*). The expansion of Wintergarden will provide an additional 20 acres of grassland and woodland habitat and will also serve to buffer the sensitive species located within the preserve from surrounding development.

I ask that you give full and fair consideration to the application of Bowling Green Parks and Recreation and Black Swamp Conservancy to fund an expansion to Wintergarden / St. John's Nature Preserve.

Sincerely,

A handwritten signature in blue ink that reads "Theresa Gavarone".

Theresa Gavarone
State Senator
Ohio Senate District 2



United States Department of the Interior

Fish and Wildlife Service
Ottawa National Wildlife Refuge
14000 West State Route 2
Oak Harbor, Ohio 43449-9485

Phone: 419-898-0014 Fax: 419-898-7895



October 11, 2019

NRAC District 5
Neil A. Munger, Chair
18729 Mercer Road
Bowling Green, OH 43402

Dear Neil,

I am writing to indicate my support of the Clean Ohio Green Space Conservation Fund application being submitted by Bowling Green Parks and Recreation with their partner Black Swamp Conservancy for the expansion of Wintergarden/St. John's Nature Preserve.

This project represents the last remaining undeveloped land onto which Wintergarden/St. John's Nature Preserve can be expanded. As such, it offers a unique opportunity to expand public access to a much beloved community park and provide quality habitat protection and enhancement within the City of Bowling Green.

Wintergarden contains a high quality example of black oak/lupine barrens and hosts a diversity of plants and animal species, including the state-endangered dotted horsemint (*Monarda punctata*). The expansion of Wintergarden will provide an additional 20 acres of grassland and woodland habitat and will also serve to buffer the sensitive species located within the preserve from surrounding development

I fully support the efforts of Bowling Green Parks and Recreation to pursue funding to purchase an expansion to Wintergarden. I urge your favorable consideration of the application.

Sincerely,

Jason P. Lewis
Refuge Manager



OFFICERS

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President

Brian Kennedy
Vice President

Tim Minning
Treasurer

Virginia Keller
Secretary

TRUSTEES

Steve Bowe
Paul Croy
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Elisabeth Anderson
Melanie Coulter
Linda Wegman
Sarah Williams

September 13, 2019

NRAC District 5
Neil A. Munger, Chair
18729 Mercer Road
Bowling Green, OH 43402

Dear Neil,

I am writing to indicate my strongest support of the Clean Ohio Green Space Conservation Fund application being submitted by Bowling Green Parks and Recreation and titled "Wintergarden/St. John's Nature Preserve Expansion."

This project represents the last remaining land onto which Wintergarden/St. John's Nature Preserve (WGSJNP) could be expanded. As such, it offers a unique opportunity to expand public access to a much beloved community park and provide quality habitat protection and enhancement within the City of Bowling Green.

WGSJNP contains a high quality example of black oak/lupine barrens and hosts a diversity of plants and animal species, including the state-endangered dotted horsemint (*Monarda punctata*). The expansion of WGSJNP will provide an additional 20.4 acres of grassland and woodland habitat and will also serve to buffer the sensitive species located within the preserve from surrounding development

As a component of this transaction Black Swamp Conservancy will hold a conservation easement on the entirety of the expanded WGSJNP that will ensure protection this significant natural resource in perpetuity.

As a project partner, the Conservancy fully supports the efforts of Bowling Green Parks and Recreation to pursue funding to purchase an expansion to WGSJNP. I urge your favorable consideration of the application.

Warm regards,

Rob Krain
Executive Director



Attachment K: Draft Deed Restrictions

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (this "Declaration") is made on this ___ day of _____ 20__ by CITY OF BOWLING GREEN, OHIO, an Ohio Municipal Corporation, whose address is 304 N. Church Street, Bowling Green, OH 43402; the "Declarant".

Recitals:

A. Declarant owns certain property located in Wood, County, Ohio as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Declarant applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Declarant's application for the Grant, Declarant proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.

C. As a condition to Declarant's receipt of the Grant, Declarant has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.

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

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

The property shall be utilized as a nature preserve in perpetuity and shall be used only for the preservation, restoration, and management of open space and habitat, education and public access.

Use of the property may include construction and maintenance of trails boardwalks, small-scale structures to enhance the opportunity for non-intensive outdoor recreation and property maintenance including but not limited to, hunting blinds; tree stands; scenic overlook deck; benches for seating; trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, footbridges, platforms and railings; wells and springs for freshwater supply; wildlife observation stations; a canoe/kayak boat launch; and a parking area. Use of the property for education and public access, and construction of improvements listed above shall be allowed only to the extent that such activities do not impair the property's natural or biological resources.

The property requires restoration activities that may include significant earthmoving and re-vegetation. The Declarant explicitly retains the right to disturb the surface of the property for the purpose of restoring land to high quality natural habitat.

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

§3. Enforcement. If Declarant or its successors or assigns as owner of the Property should fail to observe the covenants and restrictions set forth herein the Declarant or its successors or assigns, as the case may be, shall pay to the OPWC upon demand both: 1) all grant funds disbursed to the Declarant, and 2) liquidated damages equal to one hundred percent (100%) of the funds disbursed by the OPWC together with interest accruing at the rate of six percent (6%) per annum from the date of Declarant's receipt of the Grant. Declarant acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event a breach or violation of the covenants and restrictions set forth herein, the determination of which is not readily ascertainable. OPWC shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and covenants set forth herein. Failure by OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

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

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

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

Declarant: City of Bowling Green, Ohio
304 N. Church Street
Bowling Green, OH 43402

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

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

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

DECLARANT:

By:
Name:
Title:

STATE OF OHIO)
) SS
COUNTY OF _____)

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

Notary Public

Attachment L: Draft Easement Terms

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 2020, by **THE CITY OF BOWLING GREEN**, an Ohio body politic and corporate whose address is 304 N. Church Street, Bowling Green, OH 43402 (“Grantor”), in favor of **THE BLACK SWAMP CONSERVANCY**, an Ohio nonprofit corporation whose address is P.O. Box 332, Perrysburg, Ohio, 43552-0332 (“Grantee”) (collectively, the “Parties”).

WHEREAS, Grantor is the sole owners in fee simple of certain real property located in Plain Township, Wood County, Ohio (the “Property”), which is more particularly described on **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Property consists of approximately 99.1 acres of undeveloped land; and

WHEREAS, the immediate area in which the Property is situated is under pressure from residential development; and

WHEREAS, the Property contains wetlands with outstanding natural resources, diverse wildlife and plant habitat and other water bodies, and unique natural features; and

WHEREAS, the Property serves as important habitat for waterfowl, shorebirds and songbirds, reptiles, amphibians and wetland invertebrates; and

WHEREAS, A number of State-listed species of flora and fauna have been observed on the property, including but not limited to northern harrier and blue-spotted salamander, which are both listed as Ohio Endangered Species, and the eastern harvest mouse, an Ohio Threatened Species; and **NEED LIST**

WHEREAS, Section 1531.25 of the Ohio Revised Code recognizes the need to protect native wildlife designated as endangered and Section 164.22 (A) (3) of the Ohio Revised Code stresses the importance of the protection of habitat for rare, threatened, and endangered species or the preservation of high quality, viable habitat for plant and animal species; and

WHEREAS, the Property contains habitats that support a variety of flora and fauna and preservation of the Property protects a relatively natural community of plants and wildlife; and

WHEREAS, this Conservation Easement will yield a significant public benefit inasmuch as the functions of wetlands include water storage and reduction of water’s erosive potential, reduction of flood damage, serving as a natural water filtration system and being among the most biologically productive natural ecosystems in the world; and

WHEREAS, by granting and accepting a conservation easement over the Property the Parties are furthering the State of Ohio’s conservation policies to preserve and protect natural areas; and

WHEREAS, conservation of the Property preserves open space where the preservation is pursuant to clearly delineated government conservation policies including Ohio's conservation easement statutes, Sections 5301.67 through 5301.70 of the Ohio Revised Code; and

WHEREAS, preservation of the Property also furthers those governmental policies established by: (a) the Clean Ohio Fund programs, including the Greenspace Program that helps fund the permanent protection of natural areas; and (b) the Wood Soil and Water Conservation District, a political subdivision of the state of Ohio established under Chapter 1515 of the Ohio Revised Code; and the project is consistent with the park levy approved by the voters of Wood County in May of 1988; and, the Wood County Park District's participation in the project is pursuant to its mission to preserve, protect, enhance and interpret the natural and cultural resources of Wood County, while providing quality passive recreational and educational opportunities to present and future Wood County citizens _____ info specific to BG Parks _____

WHEREAS, the Property possesses the foregoing natural and open-space values (collectively, "Conservation Values"), which are of great importance to Grantors, the people of Plain Township and Wood County, Ohio, and the people of the State of Ohio; and

WHEREAS, the Property provides land areas for outdoor recreation by, or the education of, the general public. Property is used as a public recreational park from which the public is able to enjoy its scenic qualities. The general public, as frequent and continuous users of the park, shall have ample and unrestricted opportunity to appreciate the scenic values of the Property's open space characteristics, the preservation of which is a purpose of this Conservation Easement; and

WHEREAS, the Parties agree that management of the Property as limited hereby and in a manner that protects a relatively natural habitat of wildlife and plants and conserves significant wildlife values, special natural features and areas of high public values, is consistent with the goals of this conservation easement; and

WHEREAS, Grantee is a charitable organization organized for the preservation of land areas for public outdoor recreation or education, or scenic enjoyment, the preservation of historically important land areas or structures, and the protection of natural environmental systems according to Section 5301.69(B) of the Ohio Revised Code and as such is entitled to acquire and hold conservation easements for the purposes set forth herein; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization incorporated under the laws of the State of Ohio which is qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, 26 U.S.C. Section 1361 *et seq.*, and whose primary purpose is the protection, preservation and enhancement of undeveloped land in northwest Ohio to protect the aesthetic, agricultural, recreational, cultural, educational, scientific and natural resources thereof; and

WHEREAS, Section 5301.67 of the Ohio Revised Code provides in relevant part for the creation of conservation easements for "the public purpose of retaining land, water, or wetland areas predominantly in their natural, scenic, open, or wooded condition, including, without limitation, the use of land in agriculture"; and

WHEREAS, the Parties intend that this Conservation Easement shall be a “conservation easement” as defined in Section 5301.67(A) of the Ohio Revised Code; and

WHEREAS, the Parties recognize the Conservation Values of the Property and share the common intent to conserve these values in perpetuity by the conveyance of this Conservation Easement to prevent the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of the Conservation Values; and

WHEREAS, the Conservation Values and the characteristics, current use, and status of improvements on and the development of the Property as of the date of this Conservation Easement are further documented in a written “Baseline Documentation Report” dated _____, 2020 (the “Baseline Documentation Report”), which the Parties caused to be prepared and which report is acknowledged as accurate by the Parties. The Baseline Documentation Report has been provided to all Parties and will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, the Baseline Documentation Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the laws of the State of Ohio, including but not limited to Sections 5301.67 through 5301.70, inclusive, of the Ohio Revised Code, and to Section 170(h) of the Internal Revenue Code of 1986, the Parties hereby agree as follows:

1. **Conservation Easement.**

1.1 **Grant of Easement.** Grantor grants and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement in the Property for the benefit of Grantee, exclusively for conservation purposes (the “Conservation Easement”).

1.2 **Conservation Purpose.** The purpose of this Conservation Easement is to forever conserve the Property for the following conservation purposes:

(a) To protect in perpetuity the Property’s significant wildlife, open-space and ecological values for public benefit; and

(b) To conserve water quality and wetlands values of the Property; and

(c) To assure the sustained, natural capacity of the Property and its soils and water to support healthy and vigorous wildlife and plant growth, maintain healthy and biologically diverse land and water that supports a full range of native flora, fauna and aquatic communities, and limit adverse ecological impacts;

(d) To preserve open space where the preservation is pursuant to a clearly delineated government conservation policy and will yield a significant public benefit, including the public benefit of retaining land or water areas predominantly in their open condition; and

(e) To ensure that the natural and open-space features of the Property will be retained and maintained forever substantially in their current condition for conservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property's conservation values.

The Parties intend that this Conservation Easement will confine the use of the Property to activities that are consistent with the purposes of this Conservation Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with said purposes.

2. **Grantor's Obligations.** Grantor shall manage, administer, and maintain the Property at all times in accordance with the provisions of this Conservation Easement. Grantor's duties with respect to the Property shall include, without limitation, the following (collectively, "Management Activities"):

2.1 Providing year-round management of the Property and its natural and open-space resources in accordance with normal, customary and responsible conservation management practices subject to the provisions of this Conservation Easement;

2.2 Maintaining the Property, including without limitation: (a) picking up all litter, trash and debris and (b) maintaining fences and other improvements on the Property, if any, in good and safe working order;

2.3 Using Grantor's reasonable efforts to notify Grantee promptly upon the occurrence of violations of this Conservation Easement or any material damage or destruction occurring on the Property whether to the Property itself or to improvements thereto; and

2.4 Meeting with representatives of Grantee at mutually convenient times to discuss Management Activities and other matters arising under this Conservation Easement. Either party shall have the right to request additional meetings from time to time as such party deems reasonably necessary to carry out the purposes of this Conservation Easement.

3. **Restricted Uses Of Property.** Except as specifically permitted by Sections 4 and 5 hereof, any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited, including, but not limited to, the following activities or uses:

3.1 It is the intent of the Parties that the whole Property at the time of this conveyance shall remain in unified ownership, which may be joint or undivided, but without division, partition, subdivision, or other legal or *de facto* creation of lots or parcels in separate ownership. The Property may be conveyed only in its entirety as a single parcel, regardless of whether it consists of or was acquired as separate parcels or is treated as separate parcels for property tax or other purposes.

3.2 No development shall occur on the Property. No residential, commercial or industrial activities shall occur on the Property, including any commercial recreational use of the Property within the meaning of Section 2031(c) of the Internal Revenue Code of 1986 or the

comparable provision of any future United States Internal Revenue Law, or any regulations promulgated in accordance with such sections.

3.3 No new rights-of-way, easements of ingress or egress, driveways or roads shall be constructed, developed or maintained into, on, or across the Property.

3.4 No signs, billboards or outdoor advertising shall be erected, displayed or maintained on the Property.

3.5 No trash, garbage, refuse, vehicle bodies or parts, rubbish, junk, toxic or hazardous waste or unsightly or offensive materials of any kind, shall be placed, collected, stored, dumped, buried, or permitted to remain on the Property by Grantor or by persons or entities using or occupying the Property with Grantor's authorization, whether pursuant to a lease agreement or otherwise.

3.6 No disturbance of the surface of the Property shall occur, including, but not limited to: filling; excavating; removing topsoil, sand, gravel, rocks or minerals; or changing the topography of the land in any manner, except as may be reasonably necessary to carry out uses permitted on the Property under the terms of this Conservation Easement.

3.7 No surface mining of subsurface oil, gas, or other minerals shall be permitted on the Property.

3.8 No buildings, structures or other improvements shall be constructed, created, erected or moved onto the Property.

3.9 No manipulation, alteration or destruction of natural water courses, wetlands or other water bodies shall occur, nor shall activities be conducted on the Property which could alter the natural water level or flow.

3.10 No distribution of water shall be permitted that would impair the long-term natural capacity of the Property to support wildlife, fish and plant growth, the open space character of the Property or the Conservation Values of the Property.

3.11 The operation of motor vehicles on the Property is prohibited; provided, however, that the operation of motor vehicles shall be permitted only to the extent reasonably necessary for activities related to the maintenance, restoration, enhancement or preservation of the Property. Under no circumstances shall motor vehicle use on the Property be permitted to cause soil rutting or otherwise materially disturb the surface of the Property or its vegetative communities.

3.12 Grantors shall not transfer, encumber, lease, sell, or otherwise separate any water, oil, gas or mineral rights from title to the Property.

3.13 No use of the Property for agricultural purposes, including, but not limited to, pasturing of livestock.

3.14 No manipulation, alteration or destruction of natural water courses, wetlands or other water bodies, nor shall activities be conducted which could alter the natural water level or flow; or

3.15 No removal, destruction, cutting, trimming or mowing of any trees or other vegetation, living or dead; provided, however, Grantors shall be entitled to cut dead trees for Grantor's personal, but not commercial, use as firewood to be burned on the Property.

4. **Permitted Uses Of The Property.** Grantor shall retain all rights arising from Grantor's ownership of the Property which are not prohibited by or inconsistent with the provisions of this Conservation Easement. Grantor may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Property. Additionally, Grantor agrees to notify Grantee, in writing, prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this Conservation Easement. Without limiting the generality of the above, the following rights are expressly reserved and Grantor may use and allow others to use the Property as follows:

4.1 The right to sell, mortgage, exchange, lease, transfer, bequeath, give or otherwise convey the Property, subject to this Conservation Easement.

4.2 The right to name the Property.

4.3 The right to develop, restore maintain or enhance habitat, water resources and wetlands on the Property for: (a) wildlife, plants, and native biological communities; and, (b) hiking, bird watching, hunting and other permitted recreational activities.

4.4 The right to plant trees and other vegetation native to the area.

4.5 The right to control predatory and problem animals by the use of selective control techniques.

4.6 The right to utilize the Property for non-commercial recreational or educational purposes, including hunting, hiking, and bird watching, which require or cause no significant surface alteration or other development of the land. In furtherance of such uses, Grantor has the right to construct, maintain, repair, replace and relocate duck blinds, deer and turkey stands, gates and wildlife observation platforms on the Property.

4.7 The right to construct, repair and maintain trails and footpaths necessary to the use of the Property for hiking, bird watching, hunting and other permitted recreational activities;

4.8 The use of chemical herbicides, pesticides, rodenticides, fungicides, fertilizers and other toxic agents must be limited to prevent any demonstrable adverse impact on flora, fauna, waters, and the Conservation Values to be protected by this Conservation Easement.

4.9 Fences may be constructed and maintained, improved, replaced or removed to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

4.10 The right to erect and maintain reasonable signs if (a) their placement, number, size, and design do not diminish the rural character of the Property and (b) such signs are erected or displayed only to: (i) state the name and address of the Property and the name of its owner, (ii) identify the Grantee and the Property as being protected by this Conservation Easement, (iii) temporarily advertise the Property for sale, lease or rent, (iv) mark boundaries or post the Property to control unauthorized use or entry, or (v) provide educational information about the Property's biological features or ecological functions.

4.11 The right to selectively move, prune, trim or cut trees, shrubs or other vegetation: (i) as necessary to remove invasive species; (ii) as reasonably necessary to remedy an emergency or an unsafe, unsanitary or unhealthy condition; (iii) to control or prevent nuisances, hazard, disease or fire; (iv) in connection with the maintenance of structures, paths and other improvements permitted under this Conservation Easement; and (vi) incidental to other uses specifically authorized herein.

4.12 The right to install, maintain, improve, replace or remove minor, small-scale structures to enhance the opportunity for traditional nonintensive outdoor recreation and as necessary for the management of such recreation not detrimental to the Conservation Values of the Property, including but not limited to, benches for seating; trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, footbridges, platforms and railings, and wildlife observation stations; and

4.13 As of the date of this Conservation Easement, there are no structures or improvements on the Property except for (a) _____ (b) _____ and, (c) _____. as further documented in the Baseline Documentation Report.

No additional structures of any kind, temporary or permanent, may be constructed, located, placed or installed on the Property without the prior written consent of Grantee; except, however, that Grantor reserves the following rights:

(a) The right to maintain and replace existing structures or improvements with substantially similar structures or improvements in substantially the same locations; and

(b) The right to install, maintain, improve, replace or remove boundary markers and minor, small-scale structures to enhance the opportunity for non-intensive outdoor recreation, as that term is defined in Section 4.12 above, and for education, and as necessary for the management of such activities and purposes not detrimental to the Conservation Values of the Property, including but not limited to, boardwalks; scenic overlook deck or structure; benches for seating; trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, footbridges, platforms and railings; boardwalks, information kiosks; study markers and grids; and wildlife observation stations.

(c) The right to install, maintain, improve, replace or remove two (2) shelter houses to enhance the opportunity for education, and as necessary for the management of such activities and purposes not detrimental to the Conservation Values of the Property.

4.14 Notwithstanding any provision herein to the contrary, impervious surfaces on the Property shall not exceed three percent (3%) of the total Property acreage. Impervious surfaces include any surface that prohibits the penetration or passage of precipitation or other fluids or liquids into the soil and includes, but is not limited to, the footprint of all structures (with or without flooring), pavement and concrete.

4.15 The right to conduct controlled burns on the Property as necessary in connection with the uses permitted by this Conservation Easement.

5. **Conditions to Certain Permitted Uses.** The uses permitted under Section 4 hereof shall be subject to the following conditions:

5.1 Utility systems and facilities, including but not limited to those necessary to providing a source of renewable energy in amounts adequate to supply power for permitted structures and improvements, may be installed, maintained, repaired, extended and replaced only to serve uses and activities specifically permitted by this Conservation Easement. This includes, without limitation, all systems and facilities necessary to provide power, fuel, water, waste disposal and communication. Utility systems and facilities shall be installed and constructed with minimal grading and disturbance of vegetation. Following installation or construction, the surface shall be timely restored to a condition consistent with the conservation purposes of this Conservation Easement.

5.2 The use of non-native plant or animal species in connection with any activity or use permitted in this Conservation Easement shall be restricted to those species traditionally and prevalently used, those which are not considered to be "invasive species" by USFWS and/or Ohio Department of Natural Resources and those which do not have a negative effect on the Conservation Values of the Property or the purposes hereof.

5.3 All controlled burns conducted on the Property in connection with any activity or use permitted in this Conservation Easement shall be conducted in accordance with the applicable provisions of the Ohio Revised Code, including but not limited to Section 1503.18 thereof, and with any applicable rules or regulations promulgated by the Ohio Department of Natural Resources or any of its divisions. In addition thereto, controlled burns shall be conducted under the guidance of a prescribed fire manager certified by the Ohio Department of Natural Resources, Division of Forestry, even if the engagement of a prescribed fire manager is not otherwise required by the aforementioned statutes, rules or regulations.

6. **Rights Of Grantee.** To accomplish the purpose and to assure compliance with this Conservation Easement, Grantee shall have the following rights:

6.1 The right to protect and preserve the Conservation Values of the Property, to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require that Grantor's reserved rights be exercised in a manner

that avoids unnecessary harm to the Conservation Values to be protected by this Conservation Easement.

6.2 The right to enter upon the Property at reasonable times to (a) monitor compliance with this Conservation Easement; (b) enforce the terms of this Conservation Easement; (c) obtain evidence for use in seeking judicial or other enforcement of this Conservation Easement; (d) survey or otherwise mark the boundaries of all or part of the Property at all corners and at not less than two hundred foot (200) intervals at Grantee's expense, if necessary, to determine if there has been or may be a violation of this Conservation Easement; or (e) otherwise exercise its rights under the Conservation Easement.

6.3 The right to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the protection of the Conservation Values of the Property or this Conservation Easement, and to require of Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

6.4 The right to install and maintain signs or markers on the Property identifying Grantee, informing the public and abutting property owners that the Property is under the protection of this Conservation Easement, marking the Conservation Easement's boundaries or as otherwise related to the purposes of this Conservation Easement; provided, however, that the number, size and location of such signs must be reasonable.

6.5 The right, in Grantee's sole discretion, to approve activity on or use of the Property not inconsistent with the provisions of this Conservation Easement, in order to prevent obsolescence of this Conservation Easement, meet unforeseen circumstances or adapt to changing conservation practices.

7. **Grantee's Remedies.**

7.1 Grantee has the right to enforce this Conservation Easement by proceedings at law or in equity, including without limitation the right to require the restoration of the Property to a condition in compliance herewith.

7.2 If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is imminent, Grantee shall give written notice to Grantor of such violation and demand cessation of the offending activities and corrective action sufficient to cure the violation. Where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, Grantor shall restore the portion of the Property so injured to its prior condition. Grantor shall perform such restoration pursuant to and in accordance with a restoration plan prepared by a competent professional selected by Grantor subject to the reasonable approval of Grantee. The contents of the restoration plan shall be subject to the prior written approval of Grantee, which shall not be unreasonably delayed or withheld.

7.3 If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the

Property, Grantee may pursue its remedies under this provision without prior notice to Grantor or without waiting for the period provided for cure to expire.

7.4 If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within such sixty (60) day period, fail to begin curing such violation within the sixty (60) day period, or fail 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 as necessary, by temporary or permanent injunction, and to require restoration of the Property to the condition that existed prior to any such injury.

7.5 Grantee's rights under this Section 7 apply equally in the event of either actual or imminent violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law (damages) for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Grantee shall 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 Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.6 If injunctive relief is inadequate to compensate Grantee fully for the loss of or damage to Grantee's rights hereunder, or if restoration is impossible, Grantee shall be entitled to recover any damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of aesthetic or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. 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 Property.

7.7 All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration, necessitated by Grantor's violation of the terms of this Conservation Easement, shall be borne by Grantor.

7.8 Grantee will waive its right to reimbursement under this Section as to Grantor (but not other persons who may be responsible for the violation) if Grantee is reasonably satisfied that the violation was not the fault of Grantor and could not have been anticipated or prevented by Grantor by reasonable means.

7.9 If there is an actual or threatened violation, any delay or omission by Grantee in the exercise of its rights shall not be construed as a waiver or otherwise impair its rights.

8. **Acts Beyond Grantor's Control.** Notwithstanding Grantor's obligations under this Conservation Easement and Grantee's rights pursuant to Section 7, Grantor shall have the

following rights and obligations for acts or occurrences on the Property beyond the direct or indirect control of Grantors:

8.1 Grantee may not bring an action against Grantor for modifications to the Property or damage to the Property or its Conservation Values resulting from natural causes beyond Grantor's control, including, but not limited to, natural disasters such as unintentional fires, floods, storms, natural earth movement or other acts of God that impair the Conservation Values, or for any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, nothing contained herein shall limit or preclude Grantor's or Grantee's rights to pursue any third party for damage to the Property from vandalism, trespass, or any other violation of the terms of this Conservation Easement.

8.2 Grantor shall be responsible for modifications or damage to the Property that impair or damage the Conservation Values of the Property and result from the acts of third parties whose use of or presence on the Property is authorized by Grantor. Where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, Grantor shall restore the portion of the Property so injured to its prior condition. Grantor shall perform such restoration pursuant to and in accordance with a restoration plan prepared by a competent professional selected by Grantors subject to the reasonable approval of Grantee. The contents of the restoration plan shall be subject to the prior written approval of Grantee, which shall not be unreasonably delayed or withheld.

8.3 In the event of an unauthorized third-party violation of this Conservation Easement, Grantee shall not seek restoration or exercise remedies available to it if and so long as Grantor diligently pursues all available legal and equitable remedies against the violator. In the event illegal actions taken by unauthorized third parties impair the Conservation Values protected by this Conservation Easement, Grantee reserves the right, either jointly or singly, to pursue all appropriate civil and criminal penalties to compel restoration.

9. **Access.** This Conservation Easement conveys no right of access by the general public to any portion of the Property.

10. **Transfer From Grantee.**

10.1 Grantee may transfer or otherwise assign this Conservation Easement only to a qualified organization under Section 170(h) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, or any regulations promulgated in accordance with such sections, and which is authorized to hold conservation easements under Ohio law. Any future holder of this Conservation Easement shall have all of the rights conveyed to Grantee by this Conservation Easement. As a condition of such transfer or assignment, Grantee shall require any future holder of this Conservation Easement to continue to carry out the conservation purposes of this Conservation Easement in perpetuity.

10.2 If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, or any regulations promulgated in accordance with such sections, or to be authorized to acquire and hold conservation easements under Sections 5301.67 through

5301.70, inclusive, of the Ohio Revised Code, or should Grantee acquire the entire fee interest in the Property, Grantee's rights and obligations under this Conservation Easement shall immediately vest in the following entities in the following order, provided such entity agrees in writing to accept this Conservation Easement: (a) Wood County Park District, (b) Wood Soil and Water Conservation District, or (d) any other appropriate organization which qualifies under Section 170(h)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, or any regulations promulgated in accordance with such sections, has conservation purposes, and is qualified to accept and hold this Conservation Easement either voluntarily or through an award of such right by a court of competent jurisdiction under the doctrine of cy pres.

11. **Costs, Liabilities And Taxes.**

11.1 Grantors shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements.

11.2 Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by any competent authority (collectively, "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall avoid the imposition of any liens that may affect Grantee's rights hereunder and shall keep the Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

12. **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 Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the 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 and any fixtures permanently attached to the Property. In the event the Fee is not paid as provided herein, Grantee shall have the right to file a lien against the Property to secure the continuing obligation of Grantor and Grantor's successors in title to pay the Fee; provided that the Fee shall be subordinate to this Conservation Easement and to the lien of any first mortgage on the Property. Such lien may be enforced and/or foreclosed in accordance with the laws of the State of Ohio.

13. **Warranties.**

13.1. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

(a) Grantor is the sole owner of the Property in fee simple and has the right and ability to convey this Conservation Easement to Grantee;

(b) The Property is free and clear of all encumbrances other than existing easements, agreements, reservations and restrictions, of record; governmental resolutions/ordinances and zoning regulations; and real estate taxes and assessments, both general and special, and those encumbrances which are subordinated to this Conservation Easement;

(c) No substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from or across the Property;

(d) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state and local laws, regulations and requirements;

(e) Grantor and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use;

(f) There is no pending or threatened litigation in any way affecting, involving or relating to the Property; and

(g) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands or orders.

13.2 If, at any time, there occurs, or has occurred, a release in, on or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

13.3 Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, so as to become an operator with respect to the Property within the meaning of

the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), or within the meaning of any corresponding state law or statute.

14. **Release, Hold Harmless And Indemnity Provision.** Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, trustees, officers, employees, agents and contractors, and the heirs, executors, administrators, successors and assigns of each of them (collectively, the “Indemnified Parties”), from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with:

14.1 Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties.

14.2 The violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation or requirement, including, without limitation, CERCLA and any corresponding state law or statute, by any person other than the Indemnified Parties, in any way affecting, involving or relating to the Property.

14.3 The presence or release in, on, from or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

14.4 The obligations, covenants, representations, and warranties of Sections 11, 12 and 13 hereof.

Notwithstanding the foregoing, if fee title to the Property is ever transferred to a political subdivision the indemnification provisions of this Section 14 do not apply to said political subdivision.

15. **Extinguishment.**

15.1 This Conservation Easement may be extinguished only through judicial proceedings and only if unexpected change in the conditions of or surrounding the Property makes the continued use of the Property for the conservation purposes set out above impossible or impractical.

15.2 This Conservation Easement constitutes a property right owned by Grantee. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, which may be accomplished only by judicial proceedings, or should any interest in the Property be taken by the exercise of the power of eminent domain or acquired by purchase in lieu of condemnation subject to the prior written consent of Grantee, Grantee is entitled to a share of the proceeds of any sale, exchange, or involuntary conversion of the property formerly subject to this easement, according to Grantee’s proportional interest in the

Property, as determined and as required under Internal Revenue Code Treas. Reg. Sec. 1.170A-14(g)(6)(ii), as amended (“Grantee’s Proportional Interest”). Grantee’s Proportional Interest is determined as of the date of this grant.

15.3 Grantor recognizes that uses of the Property prohibited by this Conservation Easement may, in the future, become more economically valuable than those uses permitted by this Conservation Easement. Grantor also recognizes that neighboring properties may, in the future, be put entirely to uses not permitted on the Property by this Conservation Easement. The Parties believe that such changes will increase the public benefit provided by this Conservation Easement. Therefore, such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement pursuant to paragraph 15.2 above. In addition, the inability of Grantors, or their heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

16. **Notice of Proposed Transfer; Successors.** Grantor shall give Grantee written notice of the proposed transfer of any interest in the Property at least twenty (20) days prior to such transfer, provided that failure to so notify Grantee shall not in any way affect the validity of this Conservation Easement or limit its enforceability. Furthermore, in any deed conveying an interest in all or part of the Property, Grantor shall make reference to this Conservation Easement. This Conservation Easement constitutes a real property interest immediately vested in Grantee. All rights, restrictions and interests under this Conservation Easement run with the land known as the Property and are binding in perpetuity upon the Property and any portion thereof, regardless of whether there is any express reference to this Conservation Easement in the documents of conveyance. This Conservation Easement and the covenants and agreements set forth herein shall be binding on and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.

17. **Amendment.** Subject to the limitations set forth in this Section, this Conservation Easement may be amended by means of a written instrument executed by the Parties in the manner required for the execution of deeds in the State of Ohio. Notwithstanding the foregoing:

17.1 No amendment shall be made unless such amendment does not involve changes which diminish the resource protection intended by this Conservation Easement or will result in a greater level of resource protection and more stringent protection of the Conservation Values of the Property;

17.2 No amendment shall be made which would adversely affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, including Sections 170(h), 501(c)(3) and 2031(c) of the Internal Revenue Code of 1986 or the comparable provisions of any future United States Internal Revenue Law, or any regulations promulgated in accordance with such sections, and the laws of the State of Ohio;

17.3 Any amendment made shall be consistent with the purpose of this Conservation Easement set forth in Section 1 hereof; and

17.4 No amendment shall be made which would affect the perpetual duration of this Conservation Easement or diminish in any way the limitations on the authority to amend this Conservation Easement set forth in this Section.

Any amendment made pursuant to this Section shall be recorded with the Henry County Recorder's Office.

18. **Conflict with Declaration of Restrictions.** The terms and conditions of this Conservation Easement are intended to supplement and complement the rights and interests of the Director of the OPWC set forth in the Declaration of Restrictions recorded at Volume _____, , Pages _____ through _____ of the Wood County Recorder's Official Record (the "Declaration"). To the extent the rights of Grantee under this Conservation Easement conflict with the rights of the OPWC under the Declaration, then the rights of OPWC shall prevail.

19. **Notices.** Any notice required by this Conservation Easement shall be in writing and served by certified mail, return receipt requested, to the Parties at the addresses set forth above. The party or place of notice may be changed by any party by written notice to the other.

19. **General Provisions.**

19.1 **Applicable Law; Severability.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Ohio. If any provisions 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.

19.2 **Rule of Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the purposes of this Conservation Easement, the purposes of Grantee and the policy and purposes of Sections 5301.67 through 5301.70, inclusive, of the Ohio Revised Code, or any amendment or replacement thereto. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

19.3 **Additional Documents.** Grantor agrees to execute or provide any additional documents reasonably needed by Grantee to carry out in perpetuity the provisions and the intent of this Conservation Easement, including, but not limited to, any documents needed to correct any legal description or title matter or to comply with any federal, state or local law, rule or regulation.

19.4 **No Merger.** No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Conservation Easement, unless the parties expressly state that they intend a merger of estates or interests to occur.

19.5 Entire Agreement. This document sets forth the entire agreement of the Parties with respect to this Conservation Easement and supersedes all prior discussions or understandings. The Baseline Documentation Report is incorporated herein by reference and shall be used for the purposes expressed herein.

19.6 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

19.7 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

19.8 Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

SIGNATURE PAGE TO FOLLOW
CITY OF BOWLING GREEN, OHIO,
an Ohio body politic and corporate

By: _____
Name:
Title:

STATE OF OHIO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of the **HENRY-WOOD SPORTSMEN ALLIANCE**, an Ohio body politic and corporate, on behalf of the corporation.

Notary Public
My commission expires: _____

THE BLACK SWAMP CONSERVANCY,
an Ohio nonprofit corporation

By: _____

Name: Robert J. Krain
Title: Executive Director

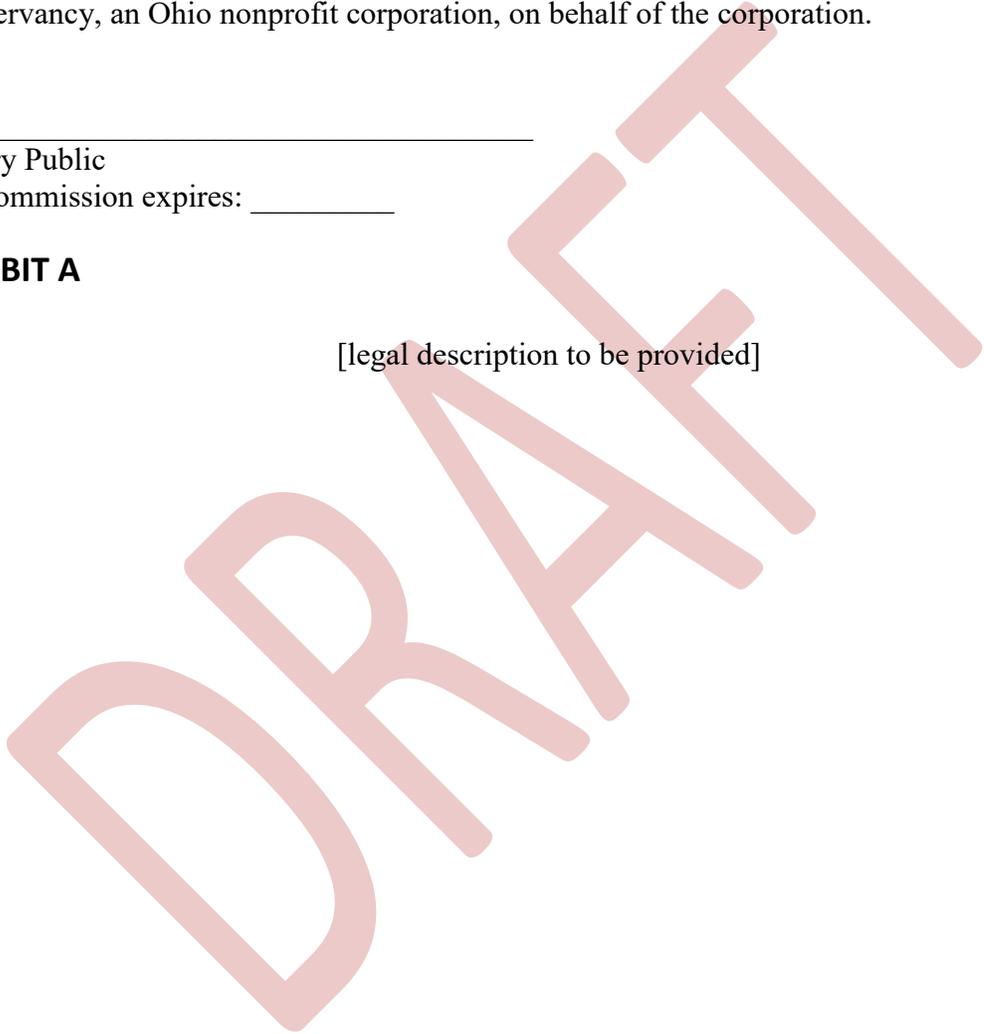
STATE OF OHIO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Robert J. Krain, as Executive Director of The Black Swamp Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

EXHIBIT A

[legal description to be provided]



Attachment M: Purchase Agreement

CONDITIONAL CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE (with addendum)

1. **AGREEMENT.** KENT D. CREPS and CARLENE M. CREPS ("Grantors") agree to convey and THE BLACK SWAMP CONSERVANCY, an Ohio not-for-profit corporation ("Grantee"), agrees to accept, on the terms and conditions hereinafter set forth, all of Grantors' right, title and interest in and to certain parcels of real estate situated in Plain Township, Wood County, Ohio, and more fully described as follows:

(Twenty and forty one hundredths (20.41)
~~Twenty and five tenths (20.5)~~ acres of land more or less located in the Northeast quarter of the Southeast Quarter of Section 26, Plain Township, Wood County, Ohio.

Containing the entirety of Wood County Parcel number R63-510-260401001000.

Also containing a portion of Wood County Parcel number B08-510 260401001002 and to be split. (Sellers to retain 1.57 acres w/buildings, 342 ft. frontage by 200 ft. deep.)

together with any and all appurtenances and improvements thereto ("Property").

Prior Instrument References: Volume 661, Page 13 of the Wood County Recorder's Office Records.

More particularly depicted in "Exhibit A" attached hereto.

2. **PRICE AND PAYMENT.** The price to be paid by Grantee for the Property ("Purchase Price") shall be Four Hundred Thirty Thousand and 00/100ths Dollars (\$430,000.00).

3. **CLOSING AND POSSESSION.** Subject to the termination provisions in paragraph 4 and contingencies in paragraph 5 hereof, closing of this transaction shall be accomplished by Grantors' executing and delivering to Grantee a general warranty deed of the Property to Grantee. Closing shall occur at a time and place mutually agreeable to Grantors and Grantee or through the use of the U.S. Mail, delivery services, phone, fax and e-mail, if mutually agreeable to Grantor and Grantee. Possession shall be granted to Grantee immediately upon closing.

4. **TITLE.** Grantee shall obtain a commitment for an owner's title insurance policy, or such other evidence of title of the Property acceptable to Grantee (including legible copies of all exception documents) ("Title Report"), bearing a date later than the date of this Agreement,

prepared by a title company or attorney acceptable to Grantee. If the title evidence reveals any title defect, Grantors shall have sixty (60) days after demand by Grantee to remove such defect and closing shall be delayed accordingly. If Grantors are unable or unwilling to remove the defect, then: (i) Grantee may accept title subject to such defect; or (ii) Grantee may, as its sole remedy, terminate this Agreement by giving written notice to that effect to Grantors.

5. CONTINGENCIES. Grantee's obligation to accept title to the Property shall be contingent upon:

(i) Grantee's acceptance of the status of the title to the Property as set forth in the Title Report;

(ii) the results of any inspections of the Property that Grantee may cause to be performed, including but not limited to a Phase I Environmental Site Assessment of the Property;

(iii) the results of any surveys that Grantee may cause to be performed of the Property;

(iv) the results of any appraisal that the Grantee may cause to be performed of the Property;

(v) receipt by Grantee of grant monies and/or gifts from sources available to it sufficient in the aggregate to fully fund its acquisition of the Property pursuant to this Agreement. Grantee shall commence its efforts to secure said monies as soon as is practical after execution of this Agreement. Grantee shall responsibly and in good faith pursue actions to obtain such grant funds, other governmental assistance and gifts as may be available to it during the period commencing with the date of execution of this Agreement through and inclusive of the date of the Funding Deadline set forth below.

(a) Failure on the part of Grantee to obtain sufficient funds from said sources to fully fund the acquisition of the Property on or before the Funding Deadline set forth below shall constitute an automatic rescission and termination of the terms and conditions of this Agreement ~~without further notice or action on the part of any party to this Agreement.~~ In addition thereto, such failure shall not constitute an event of default or breach of this Agreement by Grantee.

(b) For purposes of this Paragraph 7 and this Agreement, the term "Funding Deadline" shall mean the date of receipt by Grantors of written notice by Grantee that Grantee has exhausted those sources of grant monies and gifts available to it without having secured sufficient funding for its purchase of the Property pursuant to this Agreement. Notwithstanding any provisions herein, if this transaction does not close by July 1, 2021, ~~any party may terminate the transaction with no further liability to each other, and buyers may terminate this contract and pay \$10,000 to sellers for retaining property "off Market" thru 7/1/21.~~

(vi) approval of this transaction by Grantee's Board of Trustees.

~~An extension could be granted with approval of all parties.~~

Revision
Rejected

RK

eme
1/22/21

3/20/19

6. **NOTICES.** Any notices required or permitted to be given to a party under this agreement shall be in writing, dated and shall be given by mailing the notice by registered or certified mail, postage paid, return receipt requested. Said notices shall be addressed to Grantee at PO Box 332, Perrysburg, OH 43552-0332 and to Grantors at 734 S. Wintergarden Road, Bowling Green, OH 43402, or to such other address as either party may specify by written notice to the other in the foregoing manner.

7. **DEED.** Grantors shall convey to Grantee good and marketable title to the Property in fee simple by transferable and recordable general warranty deed with proper release of dower, if any, free and clear of all liens and encumbrances, except taxes and assessments not due and payable until after the date of closing, restrictions, easements, and limitations of record which are acceptable to Grantee in its reasonable discretion. Grantors shall execute any and all documents required by the title company so it can issue an owner's policy of title insurance to Grantee. Deed restriction - said land to be for parkland, conservation, recreation purposes, protected in perpetuity on benefits to

8. **COSTS.** Grantors shall pay the following costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby:

Grantee and Grantor, their respective heirs and assigns.

(i) All taxes and assessments on the Property due and payable as of the date of closing, which taxes and assessments shall be prorated as of the date of closing in accordance with the custom in Wood County, Ohio; and

(ii) Attorney fees and costs incurred by Grantors in concluding the transactions contemplated by this Agreement.

All other costs and expenses incurred by the parties in connection with this agreement and the transaction contemplated hereby shall be paid by Grantee.

9. **STEWARDSHIP FEE.** In consideration of the perpetual obligations the Conservancy will assume if the transaction contemplated hereby is concluded, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Landowner shall pay a stewardship fee to the Conservancy in the amount of Twenty One Thousand Five Hundred and 00/100ths Dollars (\$21,500.00) ("Stewardship Fee"); said Stewardship Fee shall become due and payable immediately upon closing of this transaction.

10. **REPRESENTATIONS AND WARRANTIES OF GRANTORS.** Grantors represent and warrant that (a) except as otherwise provided in this section 10, Grantors are the fee simple owner of the Property, free and clear of all liens and encumbrances, (b) Grantors have full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby, (c) there are no actions, suits or proceedings against Grantors with respect to the Property and there are no investigations known to Grantors which are threatened against Grantors that would adversely affect the Property, (d) to the best of Grantors' knowledge, no toxic substances, hazardous substances, hazardous waste, pollutants or contaminants are, nor have been, stored at, disposed of, or released into or deposited upon or below the surface of the Property or into any water systems on or below the surface of the Property and (e) except as set forth in the Title Report, and Exhibit A hereto, there are no other parties that have legal or

equitable interests in the Property or that are entitled to use or possess the Property, or any part thereof.

As used herein, the terms "toxic substances," "hazardous substances," "hazardous waste," "pollutant" and "contaminant" mean any substance, waste, pollutant or contaminant now or hereafter included within the definitions of such terms under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, and any petroleum products. (see addendum)

11. **REPRESENTATIONS AND WARRANTIES OF GRANTEE.** Grantee represents and warrants that it is an exempt organization under Section 501(c)(3) of the United States Internal Revenue Code of 1986 and a non-profit corporation duly organized and validly existing under the laws of the State of Ohio, having its principal office in Perrysburg, Ohio, and that it has full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

12. **GRANTEE DESIGNATION.** The Property shall be conveyed into the name of "The Black Swamp Conservancy" or such other entity or entities as may be designated by Grantee prior to closing.

13. **BINDING EFFECT; SEVERANCE.** This Agreement shall be binding upon, and the benefits inure to, Grantor and Grantee, their respective heirs and successors, and permitted assigns. If any term of this Agreement shall be determined unenforceable, such term shall not affect the enforceability of the other terms of this Agreement which can be given effect without the unenforceable provision. The terms, conditions, obligations, representations, covenants, warranties and provisions of this agreement shall survive closing and delivery of deed hereunder and shall thereafter remain in full force and effect and shall not be deemed merged thereby.

14. **ASSIGNMENT.** Neither party may assign all or any part of this Agreement without the express written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantee may assign this agreement to Bowling Green Parks and Recreation.

15. **COUNSEL.** Each party hereto acknowledges and agrees that it has been afforded ample and reasonable opportunity to seek the advice of counsel and any other advisor with respect to this Agreement and the transaction contemplated hereby.

16. **SIGNATURES.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties, effective as of the last date written below.

Signature page to follow.

GRANTEE:

The Black Swamp Conservancy

By: *RJK*
Rob Krain
Executive Director

Date: 3/18/19

GRANTORS:

Kent D. Creps
Kent D. Creps

Date: 3/8/19

Carlene M. Creps
Carlene M. Creps

Date: 3/8/19

March 6, 2019

The Black Swamp Conservancy

Re: Grasslands Purchase Offer

To be added to and part of original purchase offer, for Parcel #R63-510-260401001000 and part of Parcel #B08-510-260401001002. Following three changes and two disclosures.

Re Page 1, Item 1 of purchase offer

Amount of land purchased is 20.40 acres, sellers to retain 1.57 acres with buildings, frontage 342 ft. by 200 ft. deep on northerly part of Parcel #B08-510-260401001002. Sale contains all of Parcel # R63-510-260401001000.

Page 2, Item 5, (v) (a) and (b) of purchase offer.

~~Next to last sentence, a change. "Notwithstanding any provisions herein, if this transaction does not close by July 1, 2021, buyers may terminate the contract and pay \$10,000 to sellers for retaining the property "off market" thru July 1, 2021. An extension could be granted with the approval of all parties.~~

Rejected (RK)
CME
K.D.C.
3/25/19

Page 3, Item 7 of purchase offer

Deed restriction to be added, "said land to be for parkland, conservation, recreation purposes, protected in perpetuity binding on and benefits to Grantee and Grantor, their respective heirs and successors."

Disclosure Statement by Sellers

Seller, Carlene Creps, has lived on property for over 75 years. No leases or oil production has occurred during this period, but there may be old buried oil well casings that were cut off by farmers and covered with dirt. We have no knowledge of exact locations.

Also, there was farm tiling installed in the seventies. See rough diagram included and filed with the Wood Co. Auditor. We believe most tiles are now filled with roots and dirt and are not active. There is a main tile drain easement for this property that crosses the rear 10 ft. of First Baptist Church property, to a catch basin that drains to Rudolph Rd. ditch.

So stated by sellers for the Creps Irrevocable Trust.

Carlene M. Creps Date 3/8/19
Carlene M. Creps, Trustee

Kent D. Creps Date 3/8/19
Kent D. Creps, Trustee

Rob Krain
Rob Krain
Executive Director

Date 3/18/19

Legal Description
21.9800 Acres

Situated in the State of Ohio, County of Wood, Township of Plain, City of Bowling Green, and located in the Southeast Quarter (1/4) of Section 26, Township 5 North, Range 10 East, First Principal Meridian, and being a parcel of land bounded and described as follows:

Beginning at a stone found marking the East 1/4 Corner of Section 26;

Thence South 02° 05' 45" West, along the east line of the Southeast 1/4 of Section 26, a distance of 673.04 feet to an iron pipe found;

Thence North 88° 37' 20" West, along the north line of a parcel of land conveyed to City of Bowling Green by instrument recorded in Official Records 2613, page 474, a distance of 668.53 feet to a capped iron rebar set marking the northwest corner of said City of Bowling Green parcel;

Thence South 01° 54' 18" West, along the west line of said City of Bowling Green parcel, a distance of 88.36 feet to a capped iron rebar set marking the northeast corner of a parcel of land conveyed to Robin R. Crusa by instrument recorded in Official Records 2442, page 299;

Thence North 88° 27' 56" West, along the north line of said Crusa parcel, a distance of 668.22 feet to a survey nail set, and passing through a capped iron rebar set at 648.22 feet;

Thence North 01° 42' 48" East, along the west line of the East 1/2 of the Southeast 1/4 of Section 26 and also being the centerline of right-of-way of Wintergarden Road (40' R/W), a distance of 756.06 feet to a survey nail set;

Thence South 88° 46' 13" East, along the north line of the Southeast 1/4 of Section 26, a distance of 1341.57 feet to the Point of Beginning of the parcel of land herein described, and passing through a capped iron rebar set at 20.00 feet. This parcel of land is subject to all prior interests of record.

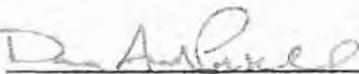
This parcel of land encloses 21.9800 acres of land, of which 0.3472 acres of land lies with the existing right-of-way of Wintergarden Road.

Part of Wood County Auditor Parcel: R63-510-260401001000 (18.5062 acres)

Part of Wood County Auditor Parcel: B08-510-260401001002 (3.4738 acres)

The Basis of Bearings for the legal description herein described was established from prior surveys of record and should only be used for the purpose of describing horizontal angular measurement. Capped iron rebars set are 5/8" diameter steel rebars with identification caps.

I hereby certify the above legal description was prepared from a Boundary Survey performed by Poggemeyer Design Group, Inc. during December of 2008 under my direct supervision.



Dana Andrew Parsell, P.S.
Ohio Professional Surveyor No. 7931

I:\9902\774\21.9800 acres.wpd



05.27.2009
Date: _____

Attachment N: Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made on the 23 day of October, 2019, but to be effective upon the successful closing of the purchase of the Property (as hereinafter defined) between **THE BLACK SWAMP CONSERVANCY**, an Ohio not for profit corporation ("Assignor") and **THE CITY OF BOWLING GREEN**, an Ohio body politic and corporate ("Assignee"), under the following circumstances:

A. Assignor, as purchaser, entered into a Conditional Contract for Purchase and Sale of Real Estate dated March 18, 2019 (the "Contract") for the purchase of the real property described in the Contract (the "Property") owned by Kent D. Creps and Carlene M. Creps (collectively, the "Sellers"). The Contract is attached hereto and made a part hereof as Exhibit A.

B. Assignor desires to assign all of Assignor's right, title and interest in and to the Contract and the Property to Assignee, and Assignee desires to accept and assume all of the Assignor's right, title and interest in and to the Contract and the Property.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of \$1.00 paid by Assignee to Assignor, the receipt and sufficiency of which is acknowledged, Assignor assigns to Assignee all of Assignor's right, title and interest in and to the Contract and the Property.

2. Assignor represents and warrants that (a) the Contract is in full force and effect, (b) the Contract has not been modified or amended, (c) Assignor is not in default of any obligations under the Contract, and (d) there are no existing defaults by Seller under the Contract.

3. Assignor agrees to defend, indemnify and hold Assignee harmless from and against any and all liability, damages, costs, losses and expenses arising from any default by Assignor under the Contract, any act or omission by Assignor related to the Contract or any breach of this Agreement prior to, and as of the latest date set forth below.

4. Assignee assumes and agrees to perform all the terms and conditions of the Contract to be observed and performed by Assignor from and after the date of this Agreement. Assignee agrees to defend, indemnify and hold Assignor harmless from and against any and all liability, damages, costs, losses and expenses arising from any default by Assignee under the Contract, any act or omission by Assignee related to the Contract or any breach of this Agreement subsequent to the latest date set forth below.

5. Assignee agrees to grant a Conservation Easement in form and content acceptable to all parties affecting the Property and all contiguous land owned by Assignee to Assignor immediately upon closing and possession of the Property.

6. In consideration of the perpetual obligations the Assignor assumes from the Conservation Easement, Assignor retains all rights to collect the stewardship fee in Section 9 of the

Contract. Assignee shall instruct the title agent closing the purchase and sale of the Property to pay the Stewardship Fee to Assignor.

7. This Agreement constitutes the entire agreement and understanding between the parties hereto, and neither party shall be bound by any agreements or conditions except as are expressly set forth herein, or as may otherwise be set forth in a written amendment hereof. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and shall be construed in accordance with the laws of the State of Ohio. In the event that any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

THE BLACK SWAMP CONSERVANCY CITY OF BOWLING GREEN

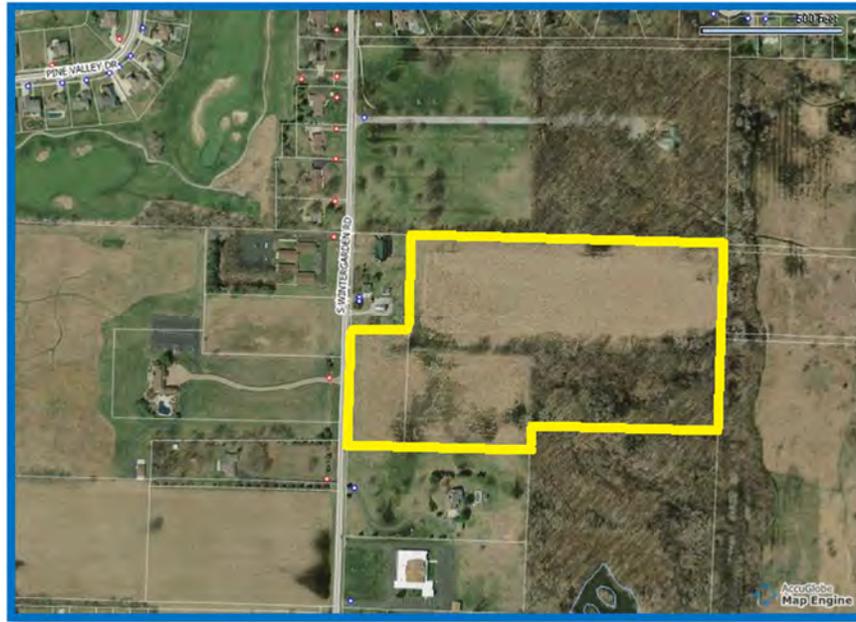
By: 

By: 

Date: 10/23/19

Date: 10-22-19

**APPRAISAL REPORT OF
20.510 Acres Raw Land
Located along S. Wintergarden Road
City of Bowling Green & Plain Township, Wood County, Ohio 43402**



Prepared for
Mr. Rob Krain
Black Swamp Conservancy
P.O. Box 332
Perrysburg, Ohio 43552

Effective Date of the Appraisal
January 29, 2019

Date of Report
February 4, 2019

Prepared by
M. Estela Poetzinger, MAI and Kyle J. Kandrath
Meritus Appraisal Partners, LLC
File #190105





February 4, 2019

Mr. Rob Krain
Black Swamp Conservancy
P.O. Box 332
Perrysburg, Ohio 43552

RE: Appraisal Report of a 20.510 Acres Raw Land located along S. Wintergarden Road, in the City of Bowling Green and Plain Township, Wood County, Ohio.

Dear Mr. Krain:

At your request and authorization, Meritus Appraisal Partners, LLC, has prepared an appraisal for the market value of the above referenced property. Important factors relating to the subject property and the current market forces are considered. The attached report contains pertinent data, details of the analysis completed, and value conclusions pertaining to the subject property.

The purpose of the appraisal is to provide a supported conclusion of market value of the fee simple estate interest. The date of value corresponds with the date of property viewing of January 29, 2019. Of the recognized valuation methods (Cost, Sales Comparison, and Income Approaches), the Sales Comparison Approach is the most applicable and utilized for the 20.510 acres of raw residential land.

Based upon our observations and analysis, it is our conclusion the market value of the fee simple interest estate in the subject property as of January 29, 2019, subject to standard assumptions and limiting conditions, as well as any extraordinary assumptions and hypothetical conditions, is:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple	January 29, 2019	\$430,000

Per the client, the subject has a proposed split from 705 S. Wintergarden Road (Parcel B08-510-260401001002) of two acres of vacant land. The existing building improvements will remain with the parent parcel (see illustration in Statement of Assumptions and Limited Conditions). We assume this split will be completed as stated. This is an extraordinary assumption.

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.¹

¹ Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015.)

This appraisal was completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute (AI), and the appraisal standards required by Title XI of FIRREA (Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989.)

To the best of our knowledge and belief, the data contained in the attached report is deemed to be reliable. Neither our engagement to complete this appraisal nor the compensation received is contingent upon the conclusions or values reported herein. It has been a pleasure to provide this valuation service. Please feel free to contact us if we may be of further assistance.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'M. Estela Poetzinger', written in a cursive style.

M. Estela Poetzinger, MAI, Appraiser
Ohio Certified General #2006004978

A handwritten signature in blue ink, appearing to read 'Kyle J. Kundrath', written in a cursive style.

Kyle J. Kundrath, Appraiser
Ohio Certified General #2016000045

Meritus Appraisal Partners, LLC
PO Box 1106
Bowling Green, Ohio 43402
Phone: 567-413-5005
Fax: 419-954-0299
www.MeritusAP.com

Estela@MeritusAP.com
Kyle@MeritusAP.com

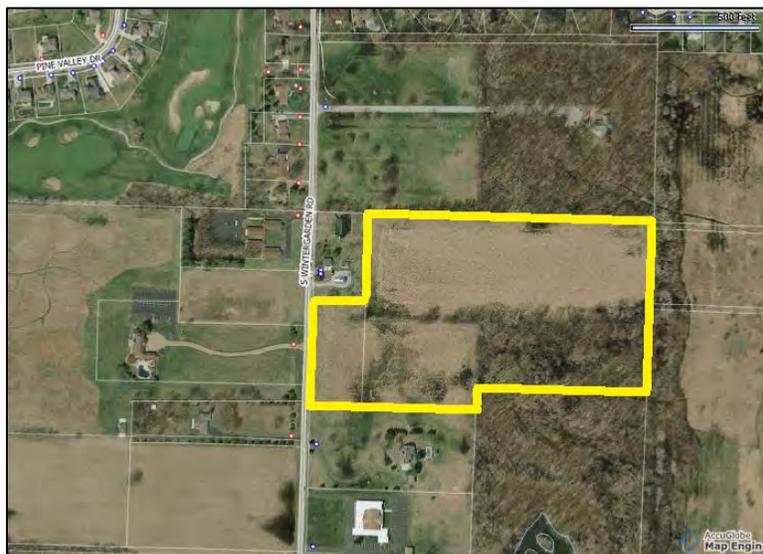
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EXHIBITS

- Property Record Cards
- Qualifications of Appraisers
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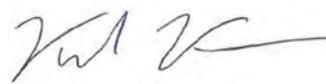
CERTIFICATION STATEMENT

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- We have made a personal inspection of the property that is the subject of this report.
- M. Estela Poetzing and Kyle Kundrath completed the appraisal viewing. No other person provided significant real property appraisal assistance to the persons signing this certification. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, M. Estela Poetzing has completed the continuing education program for Designated Members of the Appraisal Institute.



M. Estela Poetzing, MAI, Appraiser



Kyle Kundrath, Appraiser

APPRAISER DISCLOSURE STATEMENT

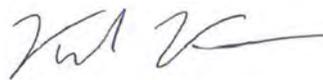
Per Ohio Revised Code Chapter 4763, Section 12

- A person licensed or certified under this chapter may be retained or employed to act as a disinterested third party in rendering an unbiased valuation or analysis of real estate or to provide specialized services to facilitate the client or employer's objectives. An appraisal or appraisal report rendered by a certificate holder or licensee shall comply with this chapter. A certified appraisal or certified appraisal report represents to the public that it satisfies the standards set forth in this chapter.
- No certificate holder or licensee shall accept a fee for an appraisal assignment that is contingent, in whole or in part, upon the reporting of a predetermined estimate, analysis, or opinion or upon the opinion, conclusion, or valuation reached, or upon consequences resulting from the appraisal assignment. A certificate holder or licensee who enters into an agreement to provide specialized services may charge a fixed fee or a fee that is contingent upon the results achieved by the specialized services, provided that this fact is clearly stated in each oral report rendered pursuant to the agreement, and the existence of the contingent fee arrangement is clearly stated in a prominent place on each written report and in each letter of transmittal and certification statement made by the certificate holder or licensee within that report.
- This report was completed by M. Estela Poetzinger and Kyle J. Kundrath.
- M. Estela Poetzinger currently holds Ohio Certified General Certification #2006004978.
- Kyle Kundrath currently holds Ohio Certified General Certification #2016000045.
- The appraisal or specialized service performed is within the scope of the appraisers' certification.
- The appraisal or specialized service is provided by a certificate holder as a disinterested and unbiased third party.
- No person, directly or indirectly, shall knowingly compensate, instruct, induce, coerce, or intimidate, or attempt to compensate, instruct, induce, coerce, or intimidate, a certificate holder or licensee for the purpose of corrupting or improperly influencing the independent judgment of the certificate holder or licensee with respect to the value of the offered as security for repayment of a mortgage loan.

Effective Date: 03-05-1996; 01-01-2007



M. Estela Poetzinger, MAI, Appraiser



Kyle Kundrath, Appraiser

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

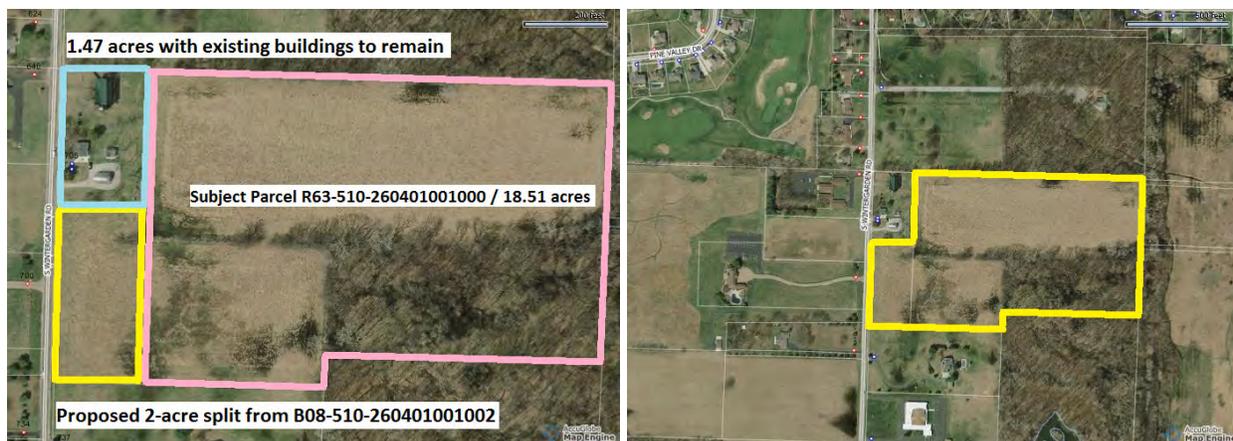
The certification of the appraisers appearing in this report is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. We assume that the title is good and marketable unless otherwise stated.
2. We appraised the property free and clear of any liens or encumbrances, unless otherwise stated.
3. We have assumed that the property is under responsible ownership and management.
4. We believe that information furnished by others is reliable, but we give no warranty for its accuracy.
5. We assume that all engineering studies are correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property. Any sketch in the report may show approximate dimensions. We have not surveyed the property.
6. We assume that no hidden or unapparent conditions of the property, subsoil, and structures would cause an increase or decrease in property value. We assume no responsibility for such conditions, or for obtaining the engineering studies that might be required to discover such factors.
7. We assume the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report. We assume the property contains no hazardous waste or materials.
8. I assume the property complies with all applicable zoning requirements, use regulations, and other restrictions, unless a lack of conformity has been stated, defined, and considered in the appraisal report.
9. We assume all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in the report is based.
10. We assume that the use of the site and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. We will not appear or give testimony in court in connection with this appraisal unless prior arrangements have been made.
12. Any allocation of the total value opinion stated in this report between the site and improvements applies only under the stated program of use. The separate values allocated to the site and improvements may not be used in conjunction with any other appraisal and are invalid if so used. Any value opinions provided in the appraisal report apply to the entire property and any proration or

division of the total into fractional interests will invalidate the value opinion unless such proration or division of interests has been stated in the report.

13. Disclosure of the contents of the appraisal report is governed by the Code of Professional Ethics of the Appraisal Institute and is subject to peer review.
14. No part of the appraisal report (nor any copy of it) shall be used for any purpose by any party except the client without the previous written consent of the appraiser. No portion of the appraisal report may be reproduced. The report shall not be used for advertising, public relations, news, or other media without the consent and approval of the author.
15. On all appraisals subject to satisfactory completion, repairs, or alterations, the appraisal report and value opinion are contingent upon completion of the improvements in a professionally competent manner.
16. Acceptance and/or use of this appraisal report by the client or any third party constitutes acceptance of the previously stated assumptions and limiting conditions. Our liability extends only to the stated client, not to subsequent parties or uses of the report.

Per the client, the subject has a proposed split from 705 S. Wintergarden Road (Parcel B08-510-260401001002) of two acres of vacant land. The existing building improvements will remain with the parent parcel (see illustration below). We assume this split will be completed as stated. This is an extraordinary assumption.



Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.²

² Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015.)

SUMMARY OF SALIENT FACTS

Property Reference	S. Wintergarden Road Raw Land
Property Type	Residential Land Property
Location	East side of S. Wintergarden Road, within City of Bowling Green and Plain Township, Wood County, Ohio
Effective Date of Value	January 29, 2019
Property Rights Appraised	Fee Simple Estate
Site	20.510 Acres – Raw Land
Shape	Slightly Irregular
Dimensions	~435 Front Feet x Irregular
Utilities	All Public Available
Zoning Designation	R-2 “Single Family Residential District” & R-1 “Residential”
Highest and Best Use	Single Family Residential Development

Indicated Value by:	
Cost Approach	Not Completed
Sales Comparison Approach	\$430,000
Income Approach	Not Completed

INTRODUCTION

Scope of Work

The scope of work used in preparing this appraisal is included throughout this report in the various descriptions and analysis. The following gives a general overview of the scope of work, while more detailed descriptions are included in the appropriate sections of the report. The general scope is as follows:

- The appraisers viewed the subject property on January 29, 2019. The property viewing consisted of viewing and photographing the site.
- The appraiser utilized the Wood County Auditor and GIS websites for subject data.
- The subject's market was researched resulting in the gathering of information on comparable land sales. A variety of resources were utilized to find appropriate sales, including: Multiple Listing Services (MLS) and county auditor data. The comparable sales and listings were verified, when possible, with a knowledgeable party and are assumed to be factual.
- The appraiser analyzed data and applied the sales comparison approach to value to form an opinion of the "as is" market value of the fee simple interest in the subject property.

Purpose of the Appraisal

The purpose of this appraisal assignment is to provide a supportable opinion of the market value of the fee simple interest in the subject property in its current "as is" condition to assist the client in a potential acquisition.

Intended Use/User of the Appraisal

The client and intended user of this appraisal report is Black Swamp Conservancy. The intended use is to assist in a potential acquisition of the subject property.

Effective Date

The effective date of the appraisal is January 29, 2019 for the "as is" value.

Date of Report

The date of the appraisal report is February 4, 2019.

Market Value

The client agreed to the following definition of market value:

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the

consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

Property Rights Appraised

The property is a residential land property. The client asked for a value opinion of the fee simple interest and has agreed to the following definition:

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.⁴

Exposure Time and Marketing Time

Based on our review of market data, discussion with market participants, and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded in this report would have been approximately 12-24 months, assuming active and professional marketing plan. Additionally, based on the assumptions employed in the analysis our value conclusion represents a price achievable within 12-24 months marketing time.

Exposure time and marketing time as used in this appraisal report are defined as:

Exposure Time

1. The time a property remains on the market.
2. [The] estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.⁵

³ Source: The Appraisal of Real Estate, 14th ed., Appraisal Institute, 2013, Page 59.

⁴ Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015.)

⁵ Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015.)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.⁶

Identification of the Property

The subject consists of 20.510 acres of raw residential land along S. Wintergarden Road. The legal descriptions of the subject's site are shown in the table below.

Property Identification	
Property Reference:	S. Wintergarden Road - Raw land
Address:	S. Wintergarden Road, City of Bowling Green and Plain Township, Wood County, Ohio (Split from) B08-510-260401001002 (City of Bowling Green) &
Tax ID:	R63-510-260401001000 (Plain Township) (Split from) W200 NE SE LESS S583 (City of Bowling Green) &
Legal Description:	NE SE LESS PTS (Plain Township)

History of the Property

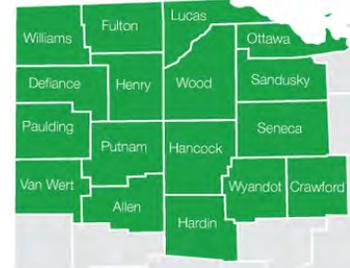
Per public record, the subject property consists of two tax parcels as listed above and are currently in the name of Kent D. & Carlene M. Creps, Trustees, who have held title to the property since transferring on 10/15/2014 in a \$0 title change. There are no known sales, pending sales, or listings of the subject to consider.

⁶ Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015.)

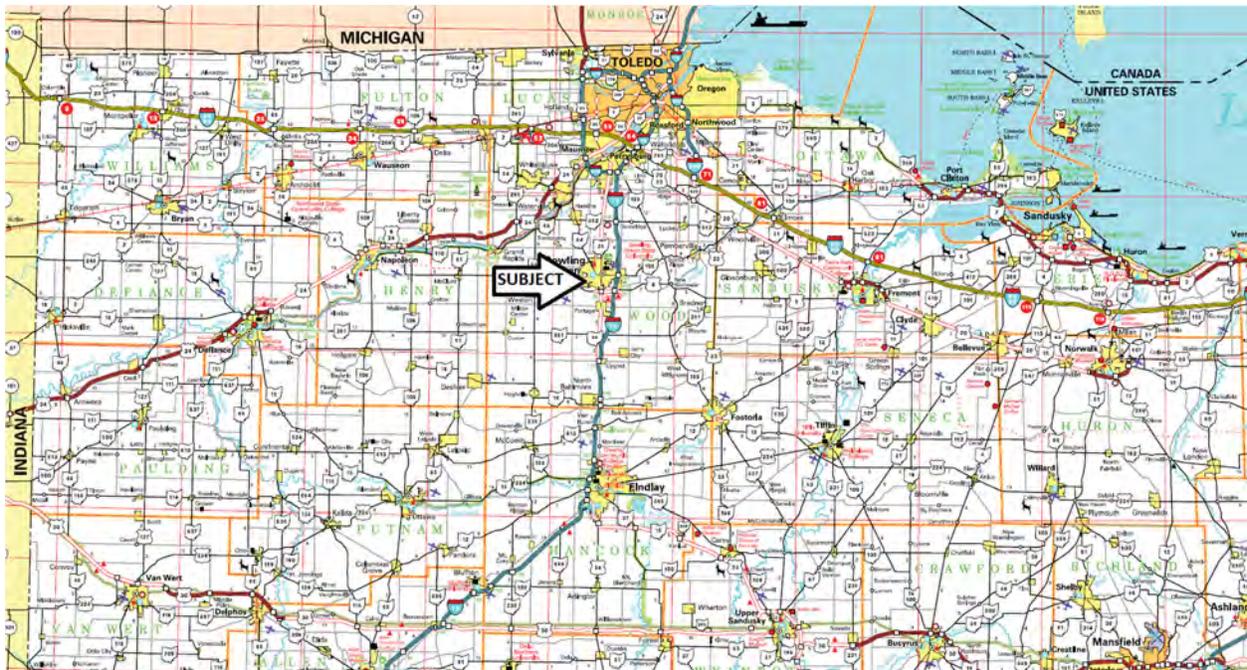
LOCATION ANALYSIS

Northwest Ohio

Northwest Ohio is defined by a 17-county area, according to JobsOhio, a private, non-profit economic development organization. The region is home to many Foreign Trade Zones which facilitate importing, exporting, and distribution. Toledo is the largest city in Northwest Ohio and the fourth largest in the state.



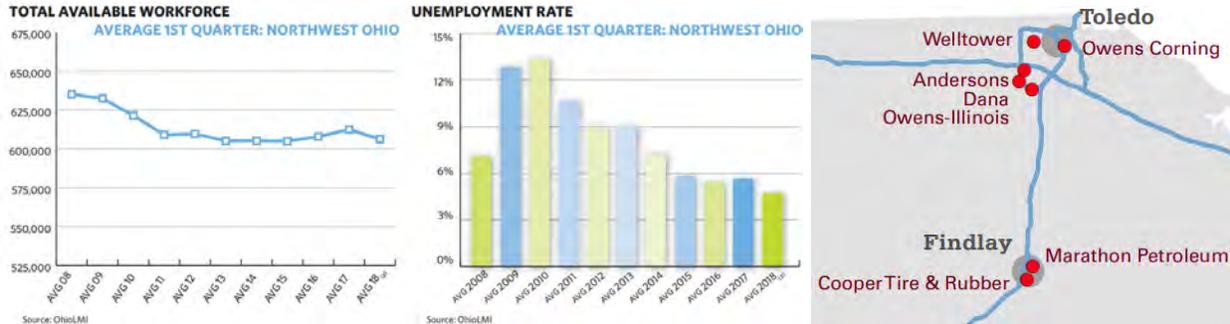
Per the City of Toledo Department of Development, the city's location on the southwestern shore of Lake Erie provides low-cost shipping options for large freight and bulk commodities and it is a hub for large railroad-based intermodal systems. In addition, Toledo Express Airport is one of the world's largest air cargo hubs.



THE OHIO DEPARTMENT OF TRANSPORTATION

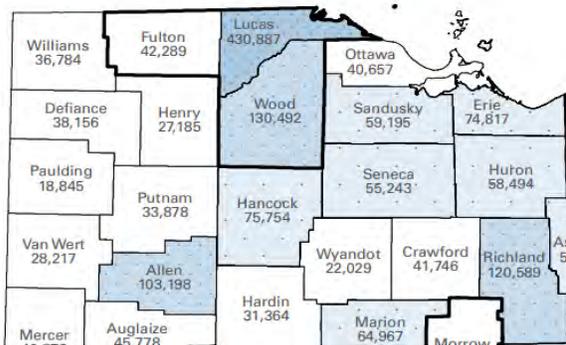
Toledo is located at the intersection of Interstate-75 and Interstate-80/90 (The Ohio Turnpike). According to the Federal Highway Administration, Interstate-75 runs from the Canadian border in Michigan's Upper Peninsula to the southern portion of Florida, traversing a total of 1,786 miles, and is at least six lanes in most locations. Interstates 80 & 90 are transcontinental highways that converge through Northwest Ohio and form the Ohio Turnpike.

The Northwest Ohio unemployment rate has somewhat leveled off after years of dramatic decrease, while the total available workforce has been mostly level over the past few years. As of 2017, the region is home to four Fortune 500 companies (Marathon, Owens-Illinois, Dana, and Owens Corning), plus three additional Fortune 1000 companies.

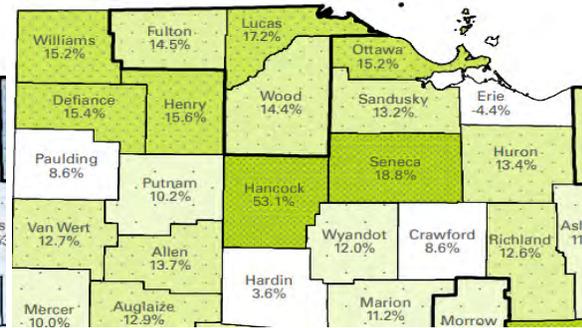


The maps below show the area's overall population distribution, changes to income levels, net migration, and projected population patterns, courtesy of Ohio Development Services Agency Office of Research (as of July 2018).

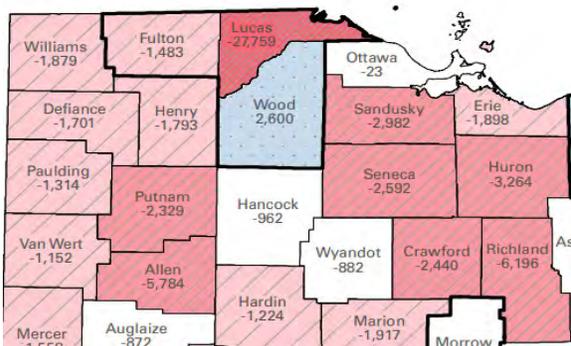
Population Distribution 2017
State Population: 11,658,609



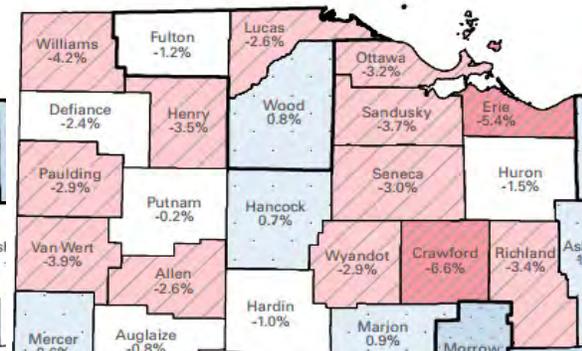
Percent Change in Per Capita Income 2011 to 2016
State Change: 14.9%



Net Migration Flow 2007 to 2017*
State Change: -118,405



Projected Percent Population Change 2010 to 2020
State Change: 0.3%



The region's top-20 employers are found below, per Regional Growth Partnership (as of December 2017)

COMPANY	INDUSTRY	EMPLOYEES	COUNTY
ProMedica Health Systems	BioHealth	14,465	NW Ohio
Mercy Health	BioHealth	8,827	Lucas
University of Toledo	Higher Education	6,662	Lucas
Whirlpool Corporation	Advanced Manufacturing	6,182	NW Ohio
FCA US LLC	Automotive	6,159	NW Ohio
Bowling Green State University	Higher Education	3,399	Wood
Sauder	Advanced Manufacturing	2,850	Fulton
St. Rita's Medical Center	BioHealth	2,492	Allen
Marathon Petroleum Co., LLC	Automotive	2,200	Hancock
Cooper Tire & Rubber Co.	Advanced Manufacturing	2,000	Hancock
Magna International	Automotive	2,000	NW Ohio
General Motors Powertrain	Automotive	1,971	Lucas
Hearthside Food Solutions	Food Sciences & Agriculture	1,900	Hancock
HCR ManorCare, Inc.	BioHealth	1,845	Lucas
Dana Incorporated	Automotive	1,571	NW Ohio
Campbell Soup Supply Company	Food Sciences & Agriculture	1,558	Henry
The Anderson's, Inc.	Food Sciences & Agriculture	1,545	Lucas
Toledo Molding & Die	Automotive	1,480	NW Ohio
Avita Health Systems	BioHealth	1,402	Crawford
United Parcel Service	Logistics & Distribution	1,400	Lucas

While agricultural uses still dominate the regional landscape, many large, shovel-ready industrial sites are actively being marketed for development. The region has access to the most industrial square footage within a 300-mile radius of the United States and Canada, according to Manufacturing News. In addition to a skilled industrial workforce, there are over 200,000 students attending 30 institutions of higher learning within a 60-mile radius of Toledo.

Conclusion

The Northwest Ohio region is strategically located to maximize infrastructure and transportation assets via highway, rail, a deep water port, and airport hub. Strong community support from public and private partnerships have provided incentives to attract and retain business. However, it remains a slight detraction that these programs are necessary to encourage growth as the region attempts to distance itself from "rust belt" status and towards economic diversification. The area remains a mostly manufacturing and distribution locale, along with large-scale agricultural production.

Toledo MSA

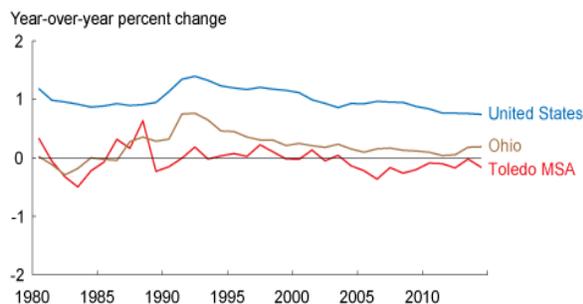
Metro Area Snapshot

	Unemployment Rate		Median Home Value		Payroll Employment		Credit Card Delinquency Rate	
	March 2018 (percent)	One-year change (percentage points)	March 2018	One-year change (percent)	September 2017 (thousands)	One-year change (percent)	2017:Q4 (percent)	One-year change (percentage points)
Toledo	4.4	-0.9	\$109,757	7.7	292	-0.8	7.4	0.7
Ohio	4.4	-0.7	\$130,659	6.4	5,365	0.6	6.9	0.2
United States	4.1	-0.4	\$213,146	8.0	143,869	1.0	7.2	0.1

The Metro Area Snapshot is provided above by the Federal Reserve Bank of Cleveland. Toledo is one of the few metros with a negative annual population change over year-2010. Though annual decreases are lessening, population has been trending negative since the early-2000s, severely lagging the State of Ohio, which has seen positive population growth every year since the mid-1980s.

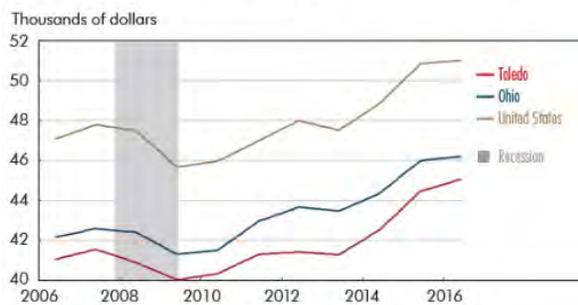
The Toledo Metro's income per capita climbed above pre-recession levels in 2012. Income levels are still below state, regional, and national levels, but growing at a slightly faster pace. In 2016, real per capita income grew 1.4% in the Toledo metro area compared to 0.5% in Ohio and 0.3% for the nation. The gap between the metro area and the state is the smallest it has been since 2007, though it's important to note that the numbers are skewed because of declining population in the Toledo area.

Population Growth



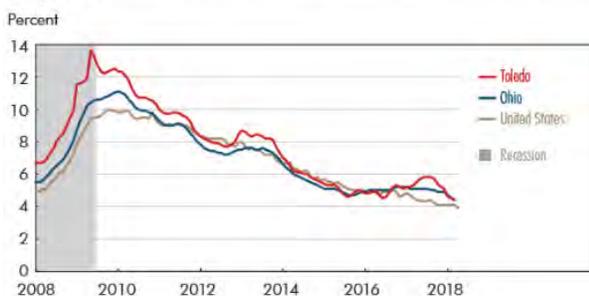
Source: Census Bureau/Haver Analytics.

Though income per capita growth slowed in 2016, the Toledo metro area outpaced both the state and the nation.



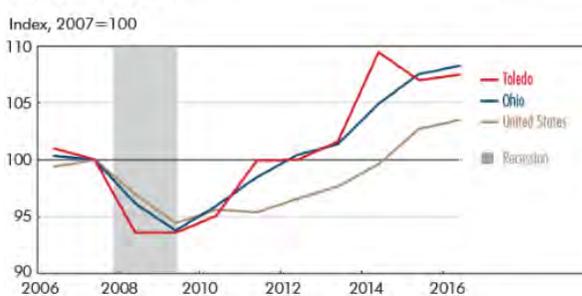
Sources: Bureau of Economic Analysis/Haver Analytics.

As of March 2018, the unemployment rate in the Toledo metro area was 4.4 percent.



Sources: Bureau of Labor Statistics/Haver Analytics.

Real gross domestic product per capita in the Toledo metro area grew 0.5 percent in 2016.

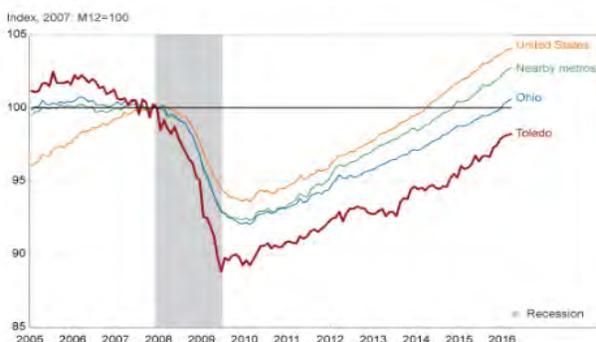


Sources: Bureau of Economic Analysis/Haver Analytics.

The Toledo MSA unemployment rate currently stands near a 10+ year low and is mostly in-line with broader geographic areas. According to the Federal Reserve Bank of Cleveland, since 2007, the metro area’s GDP per capita has risen 7.5%, slightly less than the 8.3% growth in Ohio, but superior to the 3.5% growth for the nation as a whole. However, the metro area’s population decline has mixed effects as GDP is divided across fewer people, but industries that serve local residents, such as retail trade, have experienced declines in output.

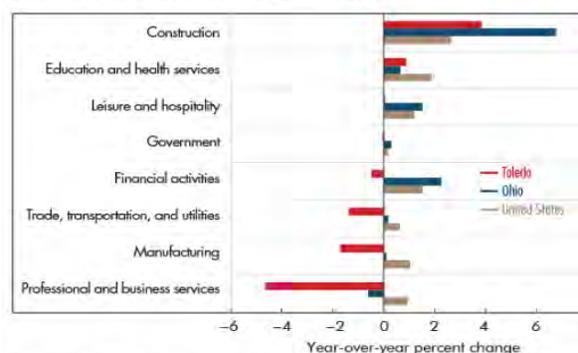
Despite the low unemployment rate, the metro’s job recovery lags on a relative basis when compared to historical employment levels (as seen below left). As of September 2016, the Toledo area has still not recovered its pre-recession jobs, largely due to population decline. Moreover, the Toledo metro saw declines in five industries between September 2016 and September 2017. The most significant was a 4.6% decline in employment in professional and business services; however, growth in the construction industry remains high.

Between March 2015 and March 2016 employment in the metro area grew 2.4 percent, but it remains 1.8 percent below pre-recession levels.



Source: Bureau of Labor Statistics' Quarterly Census of Employment and Wages.

The Toledo metro area saw declines in many employment sectors between September 2016 and September 2017.



Source: Bureau of Labor Statistics' Quarterly Census of Employment and Wages.

Sector	Employment	12-month change	Share of employment	Toledo Metro Area		United States		
				2016	Change from 2006	2016	Change from 2006	
Trade, transportation, and utilities	55,386	-763	18.9					
Education and health services	50,215	438	17.1	Population	604,591	-1.6%	323,406,000	+8.4%
Manufacturing	43,918	-762	15.0	Adults with less than a high school diploma	9.5%	-2.8 pp	12.5%	-3.4 pp
Government	39,215	-22	13.4	Adults with an undergraduate degree or higher	27.1%	+4.1 pp	31.3%	+4.3 pp
Professional and business services	34,541	-1,684	11.8	Median age (years)	37.3	+1.0	37.9	+1.5
Leisure and hospitality	33,713	18	11.5	Median household income	\$50,764	-9.0%	\$59,909	-0.1%
Construction	13,622	501	4.6					
Financial activities	9,650	-46	3.3					

Note: Percentage points is abbreviated as pp.

Sources: Bureau of Labor Statistics, Quarterly Census of Employment and Wages.

Sources: US Census Bureau population estimates; American Community Survey.

As shown above (left), the largest employment sectors in the Toledo MSA are Trade, Transportation, and Utilities, Education and Health Services, and Manufacturing. At present, no segment comprises more than 20% of the workforce. Additional demographic and education metrics are also shown above (right).

Conclusion

The Toledo MSA has been attempting to diversify its workforce, but continues to struggle with steady population decline, similar to other “rust belt” metros. There are signs of recovery, such as the strong GDP per capita figure and higher income growth rates, yet optimism is tempered by a lowered labor force and lagging income levels. The traditional job sector of Construction has mostly lead the recovery from the recession, though the Professional and Business Services and Financial Activities sectors showed the greatest growth in the most recent report. In most instances, the Toledo MSA will continued to be viewed as more favorable for industrial and multi-family uses and less desirable to retail and office users. Single family home markets vary by location with most new construction occurring the southern and western suburbs.

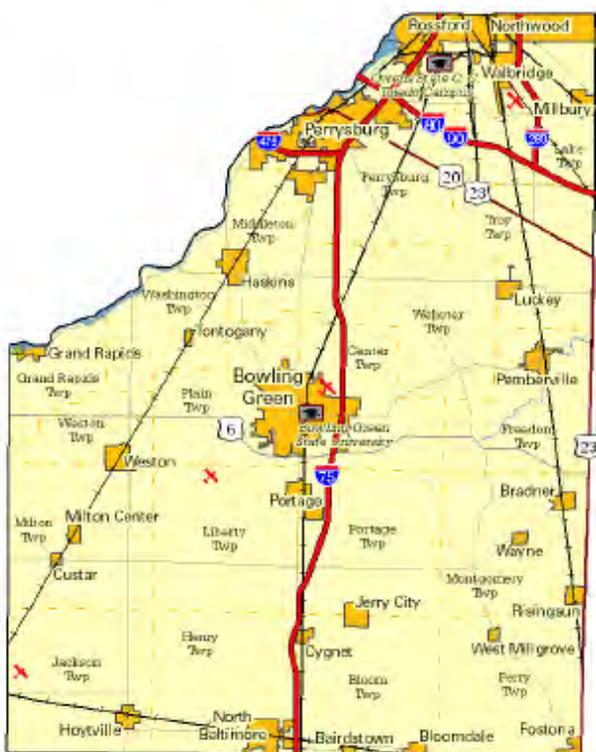
Ohio County Profiles



Prepared by the Office of Research

Wood County

Established: Act - April 1, 1820
2017 Population: 130,492
Land Area: 617.4 square miles
County Seat: Bowling Green City
Named for: Colonel E.E. Wood, War of 1812



Taxes

Taxable value of real property	\$2,940,024,810
Residential	\$1,836,666,850
Agriculture	\$420,423,060
Industrial	\$181,226,120
Commercial	\$501,705,660
Mineral	\$3,120
Ohio income tax liability	\$81,705,405
Average per return	\$1,397.63

Land Use/Land Cover

	Percent
Developed, Lower Intensity	11.71%
Developed, Higher Intensity	2.81%
Barren (strip mines, gravel pits, etc.)	0.28%
Forest	3.83%
Shrub/Scrub and Grasslands	0.99%
Pasture/Hay	0.64%
Cultivated Crops	78.71%
Wetlands	0.35%
Open Water	0.68%

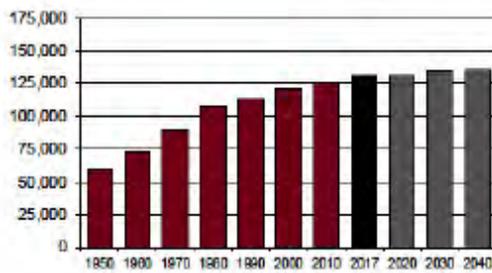
Largest Places

	Est. 2017	Census 2010
Bowling Green city	31,820	30,028
Perrysburg city	21,482	20,623
Perrysburg twp	12,864	12,512
Lake twp UB	7,001	6,753
Rossford city	6,524	6,293
Northwood city	5,396	5,265
North Baltimore vlg	3,530	3,432
Middleton twp UB	3,377	3,266
Walbridge vlg	3,113	3,019
Troy twp UB	2,964	2,858

UB: Unincorporated balance.

Total Population

Census			Estimated	
1800		46,330	2012	128,403
1810		44,892	2013	128,912
1820	733	50,320	2014	129,230
1830	1,102	51,796	2015	129,183
1840	5,357	59,605	2016	129,704
1850	9,157	72,596	2017	130,492
1860	17,886	89,722	Projected	
1870	24,596	107,372	2020	130,870
1880	34,022	113,269	2030	134,280
1890	44,392	121,065	2040	134,920
1900	51,555	125,488		



Ohio County Profiles

Wood County

Population by Race	Number	Percent
ACS Total Population	129,418	100.0%
White	119,403	92.3%
African-American	3,638	2.8%
Native American	274	0.2%
Asian	2,079	1.6%
Pacific Islander	37	0.0%
Other	1,111	0.9%
Two or More Races	2,876	2.2%
Hispanic (may be of any race)	6,761	5.2%
Total Minority	14,472	11.2%

Educational Attainment	Number	Percent
Persons 25 years and over	79,630	100.0%
No high school diploma	4,714	5.9%
High school graduate	25,012	31.4%
Some college, no degree	16,505	20.7%
Associate degree	8,170	10.3%
Bachelor's degree	14,516	18.2%
Master's degree or higher	10,713	13.5%

Family Type by Employment Status	Number	Percent
Total Families	30,982	100.0%
Married couple, husband and wife in labor force	14,155	45.7%
Married couple, husband in labor force, wife not	4,961	16.0%
Married couple, wife in labor force, husband not	1,611	5.2%
Married couple, husband and wife not in labor force	4,226	13.6%
Male householder, in labor force	1,606	5.2%
Male householder, not in labor force	391	1.3%
Female householder, in labor force	2,908	9.4%
Female householder, not in labor force	1,124	3.6%

Household Income	Number	Percent
Total Households	50,025	100.0%
Less than \$10,000	3,743	7.5%
\$10,000 to \$19,999	4,813	9.6%
\$20,000 to \$29,999	4,806	9.6%
\$30,000 to \$39,999	4,916	9.8%
\$40,000 to \$49,999	4,201	8.4%
\$50,000 to \$59,999	3,937	7.9%
\$60,000 to \$74,999	5,720	11.4%
\$75,000 to \$99,999	6,150	12.3%
\$100,000 to \$149,999	7,451	14.9%
\$150,000 to \$199,999	2,407	4.8%
\$200,000 or more	1,881	3.8%
Median household income	\$55,985	

Percentages may not sum to 100% due to rounding.

Population by Age	Number	Percent
ACS Total Population	129,418	100.0%
Under 5 years	6,846	5.3%
5 to 17 years	19,939	15.4%
18 to 24 years	23,003	17.8%
25 to 44 years	29,826	23.0%
45 to 64 years	31,784	24.6%
65 years and more	18,020	13.9%
Median Age	34.7	

Family Type by Presence of Own Children Under 18	Number	Percent
Total Families	31,025	100.0%
Married-couple families with own children	9,738	31.4%
Male householder, no wife present, with own children	1,246	4.0%
Female householder, no husband present, with own children	2,376	7.7%
Families with no own children	17,665	56.9%

Poverty Status of Families By Family Type by Presence Of Related Children	Number	Percent
Total Families	31,025	100.0%
Family income above poverty level	28,873	93.1%
Family income below poverty level	2,152	6.9%
Married couple, with related children	509	1.6%
Male householder, no wife present, with related children	254	0.8%
Female householder, no husband present, with related children	960	3.1%
Families with no related children	429	1.4%

Ratio of Income To Poverty Level	Number	Percent
Population for whom poverty status is determined	122,376	100.0%
Below 50% of poverty level	8,930	7.3%
50% to 99% of poverty level	7,867	6.4%
100% to 124% of poverty level	4,978	4.1%
125% to 149% of poverty level	4,582	3.7%
150% to 184% of poverty level	6,298	5.1%
185% to 199% of poverty level	2,514	2.1%
200% of poverty level or more	87,207	71.3%

Geographical Mobility	Number	Percent
Population aged 1 year and older	128,026	100.0%
Same house as previous year	103,660	81.0%
Different house, same county	11,724	9.2%
Different county, same state	9,496	7.4%
Different state	2,373	1.9%
Abroad	773	0.6%

Ohio County Profiles

Wood County

Travel Time To Work

	Number	Percent
Workers 16 years and over	62,429	100.0%
Less than 15 minutes	22,589	36.2%
15 to 29 minutes	26,362	42.2%
30 to 44 minutes	9,227	14.8%
45 to 59 minutes	2,219	3.6%
60 minutes or more	2,032	3.3%

Mean travel time 20.0 minutes

Housing Units

	Number	Percent
Total housing units	53,406	100.0%
Occupied housing units	50,025	93.7%
Owner occupied	33,290	66.5%
Renter occupied	16,735	33.5%
Vacant housing units	3,381	6.3%

Year Structure Built

	Number	Percent
Total housing units	53,406	100.0%
Built 2014 or later	149	0.3%
Built 2010 to 2013	920	1.7%
Built 2000 to 2009	7,532	14.1%
Built 1990 to 1999	8,005	15.0%
Built 1980 to 1989	5,676	10.6%
Built 1970 to 1979	8,727	16.3%
Built 1960 to 1969	5,192	9.7%
Built 1950 to 1959	5,016	9.4%
Built 1940 to 1949	2,472	4.6%
Built 1939 or earlier	9,717	18.2%

Median year built 1975

Value for Specified Owner-Occupied Housing Units

	Number	Percent
Specified owner-occupied housing units	33,290	100.0%
Less than \$20,000	1,980	5.9%
\$20,000 to \$39,999	991	3.0%
\$40,000 to \$59,999	1,113	3.3%
\$60,000 to \$79,999	2,084	6.3%
\$80,000 to \$99,999	3,173	9.5%
\$100,000 to \$124,999	3,636	10.9%
\$125,000 to \$149,999	3,801	11.4%
\$150,000 to \$199,999	7,342	22.1%
\$200,000 to \$299,999	6,232	18.7%
\$300,000 to \$499,999	2,226	6.7%
\$500,000 to \$999,999	583	1.8%
\$1,000,000 or more	129	0.4%

Median value \$149,100

House Heating Fuel

	Number	Percent
Occupied housing units	50,025	100.0%
Utility gas	34,845	69.7%
Bottled, tank or LP gas	4,356	8.7%
Electricity	8,879	17.7%
Fuel oil, kerosene, etc	348	0.7%
Coal, coke or wood	727	1.5%
Solar energy or other fuel	698	1.4%
No fuel used	172	0.3%

Percentages may not sum to 100% due to rounding.

Gross Rent

	Number	Percent
Specified renter-occupied housing units	16,735	100.0%
Less than \$100	29	0.2%
\$100 to \$199	91	0.5%
\$200 to \$299	422	2.5%
\$300 to \$399	499	3.0%
\$400 to \$499	1,341	8.0%
\$500 to \$599	2,411	14.4%
\$600 to \$699	2,449	14.6%
\$700 to \$799	2,110	12.6%
\$800 to \$899	1,949	11.6%
\$900 to \$999	1,308	7.8%
\$1,000 to \$1,499	2,906	17.4%
\$1,500 or more	724	4.3%
No cash rent	496	3.0%

Median gross rent \$747

Median gross rent as a percentage of household income 28.2

Selected Monthly Owner Costs for Specified Owner-Occupied Housing Units

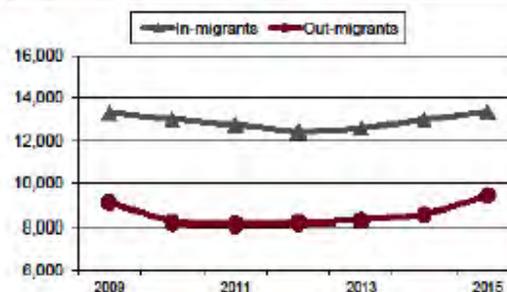
	Number	Percent
Specified owner-occupied housing units with a mortgage	21,662	100.0%
Less than \$400	68	0.3%
\$400 to \$599	782	3.6%
\$600 to \$799	1,787	8.2%
\$800 to \$999	2,592	12.0%
\$1,000 to \$1,249	4,240	19.6%
\$1,250 to \$1,499	3,826	17.7%
\$1,500 to \$1,999	5,252	24.2%
\$2,000 to \$2,999	2,588	11.9%
\$3,000 or more	527	2.4%

Median monthly owners cost \$1,339

Median monthly owners cost as a percentage of household income 19.9

Vital Statistics

	Number	Rate
Births / rate per 1,000 women aged 15 to 44	1,367	47.7
Teen births / rate per 1,000 females 15-19	53	9.0
Deaths / rate per 100,000 population	1,152	884.7

Migration

Agriculture

Land in farms (acres)	267,957
Number of farms	1,091
Average size (acres)	246
Total cash receipts	\$227,705,000
Per farm	\$208,712
Receipts for crops	\$193,447,000
Receipts for livestock/products	\$34,258,000

Education

Public schools buildings	37
Students (Average Daily Membership)	18,408
Teachers (Full Time Equivalent)	1,035.9
Expenditures per student	\$13,525
Graduation rate	94.8
Non-public schools	8
Students	1,066
4-year public universities	1
Branches	0
2-year public colleges/satellites	1
Private universities and colleges	0
Public libraries (Districts / Facilities)	7 / 11

Transportation

Registered motor vehicles	148,545
Passenger cars	94,998
Noncommercial trucks	19,794
Total license revenue	\$4,228,736.44
Permissive tax revenue	\$2,111,317.50
Interstate highway miles	54.70
Turnpike miles	11.18
U.S. highway miles	61.62
State highway miles	207.14
County, township, and municipal road miles	1,609.42
Commercial airports	4

Health Care

Physicians (MDs & DOs)	336
Registered hospitals	1
Number of beds	196
Licensed nursing homes	12
Number of beds	864
Licensed residential care	7
Number of beds	740
Persons with health insurance (Aged 0 to 64)	94.4%
Adults with insurance (Aged 18 to 64)	93.6%
Children with insurance (Aged Under 19)	96.7%

Voting

Number of registered voters	93,751
Voted in 2016 election	65,551
Percent turnout	69.9%

Communications

Television stations	5
Radio stations	2
Daily newspapers	1
Circulation	8,483
Weekly newspapers	3
Circulation	50,100

Crime

Total crimes reported in Uniform Crime Report	1,762
Violent crime	85
Property crime	1,670
Arson	7

Finance

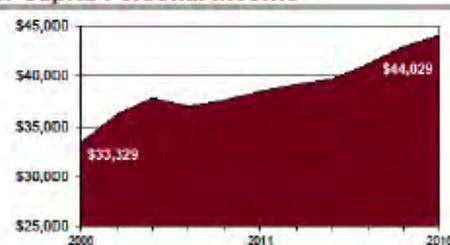
FDIC insured financial institutions (HQs)	0
Assets (000)	\$0
Branch offices	42
Institutions represented	14

Transfer Payments

Total transfer payments	\$940,124,000
Payments to individuals	\$908,941,000
Retirement and disability	\$375,240,000
Medical payments	\$388,389,000
Income maintenance (Supplemental SSI, family assistance, food stamps, etc)	\$50,782,000
Unemployment benefits	\$9,903,000
Veterans benefits	\$20,821,000
Federal education and training assistance	\$52,295,000
Other payments to individuals	\$11,511,000
Total personal income	\$5,733,453,000
Dependency ratio	16.4%
(Percent of income from transfer payments)	

State Parks, Forests, Nature Preserves, Scenic Waterways, And Wildlife Areas

Areas/Facilities	14
Acreage	675.41

Per Capita Personal Income

Civilian Labor Force	2017	2016	2015	2014	2013
Civilian labor force	70,700	70,300	69,600	69,100	69,200
Employed	67,600	67,400	66,600	65,500	64,300
Unemployed	3,100	2,900	3,000	3,600	4,900
Unemployment rate	4.4	4.1	4.3	5.2	7.0

Establishments, Employment, and Wages by Sector: 2016

Industrial Sector	Number of Establishments	Average Employment	Total Wages	Average Weekly Wage
Private Sector	2,757	56,037	\$2,386,390,436	\$819
Goods-Producing	430	18,046	\$1,138,220,286	\$1,213
Natural Resources and Mining	34	522	\$19,952,993	\$735
Construction	205	3,689	\$266,814,085	\$1,391
Manufacturing	192	13,835	\$851,453,208	\$1,184
Service-Providing	2,327	37,991	\$1,248,170,150	\$632
Trade, Transportation and Utilities	714	14,782	\$533,418,260	\$694
Information	34	380	\$18,822,899	\$953
Financial Services	315	1,634	\$82,225,464	\$968
Professional and Business Services	382	5,754	\$241,164,449	\$806
Education and Health Services	280	6,093	\$209,229,242	\$660
Leisure and Hospitality	339	7,144	\$97,668,111	\$263
Other Services	258	2,203	\$65,430,649	\$571
Federal Government		199	\$10,380,170	\$1,006
State Government		2,802	\$171,619,220	\$1,178
Local Government		6,610	\$261,179,999	\$760

Private Sector total includes unclassified establishments not shown.

Change Since 2011

Private Sector	2.3%	20.4%	30.9%	8.8%
Goods-Producing	-0.9%	21.6%	27.8%	5.1%
Natural Resources and Mining	25.9%	39.9%	75.0%	25.0%
Construction	-6.4%	48.7%	100.9%	35.0%
Manufacturing	1.6%	15.4%	14.1%	-1.2%
Service-Producing	3.0%	19.9%	33.8%	11.7%
Trade, Transportation and Utilities	1.4%	23.2%	30.1%	5.6%
Information	-22.7%	-22.4%	-3.2%	24.9%
Financial Services	2.3%	10.6%	22.5%	10.8%
Professional and Business Services	4.9%	36.3%	76.3%	29.4%
Education and Health Services	12.9%	18.1%	19.1%	0.8%
Leisure and Hospitality	2.7%	11.2%	23.7%	11.4%
Other Services	-0.4%	14.6%	46.3%	27.5%
Federal Government		-9.1%	-5.4%	4.2%
State Government		-25.0%	4.3%	39.1%
Local Government		-3.0%	-1.4%	1.7%

Residential Construction

	2013	2014	2015	2016	2017
Total units	255	218	257	273	279
Total valuation (000)	\$43,950	\$48,437	\$56,563	\$67,133	\$67,297
Total single-unit bldgs	182	214	227	265	273
Average cost per unit	\$223,823	\$224,299	\$241,601	\$250,633	\$243,341
Total multi-unit bldg units	73	4	30	8	6
Average cost per unit	\$44,028	\$109,250	\$57,333	\$89,375	\$144,133

Major & Notable Employers

Bowling Green State University	Govt
Chrysler Group LLC	Mfg
FedEx Ground	Serv
First Solar Inc	Mfg
Great Lakes Window Inc	Mfg
Norplas Industries/Magna Exteriors	Mfg
Owens Community College	Govt
Owens Illinois Inc	Mfg
Perrysburg Exempted Village Schools	Govt
TNS Custom Research	Serv
Vehtek Systems	Mfg
Walgreen Co	Trade
Wood County Government	Govt
Wood County Hospital Assoc	Serv

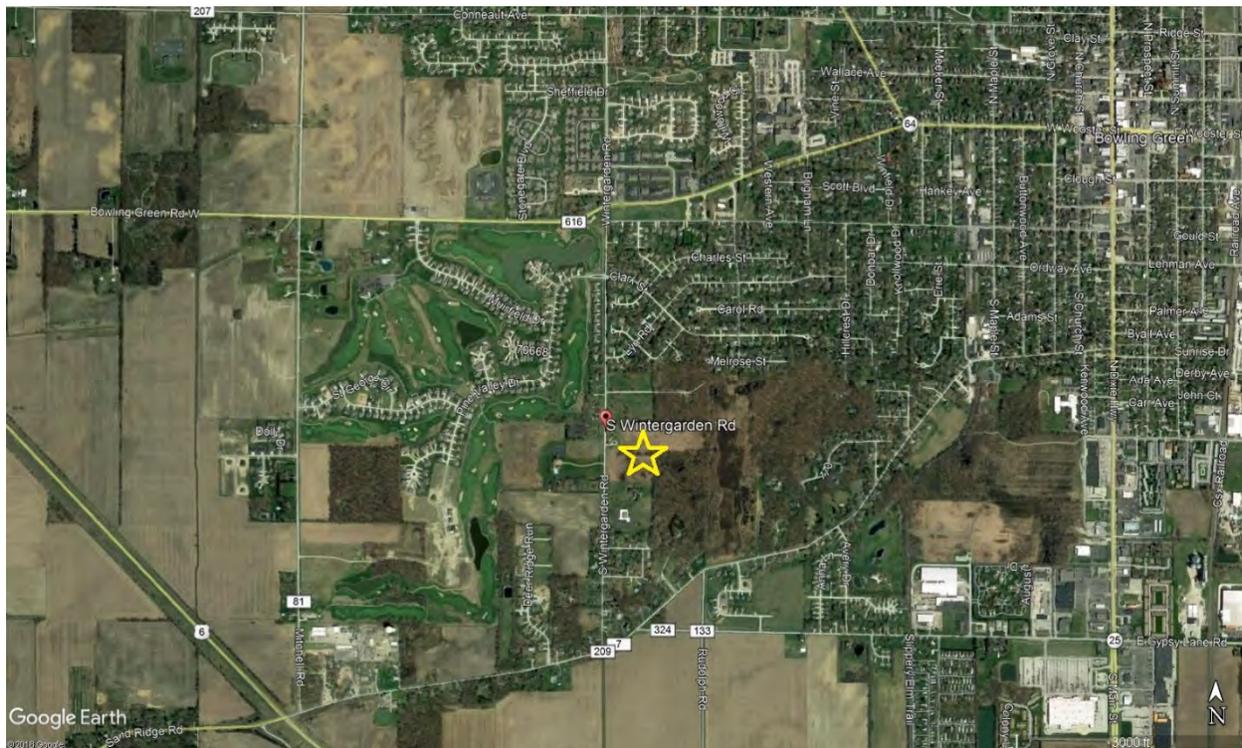
Civilian Labor Force Estimates For: Sep-2018							
Area Name	Civilian Noninstitutional Population	Civilian Labor Force	Labor Force Participation Rate	Employment	Employment - Population Ratio	Unemployment	Unemployment Rate
Toledo MSA	NA	299,400	NA	286,000	NA	13,400	4.5
Wood County	NA	69,600	NA	67,000	NA	2,600	3.7
Ohio Not Seasonally Adjusted	9,236,000	5,729,000	62.0	5,495,000	59.5	234,000	4.1
US Not Seasonally Adjusted	258,290,000	161,958,000	62.7	156,191,000	60.5	5,766,000	3.6

Comparative unemployment figures are shown above. The Wood County unemployment rate is in-line with broader state and national measures and superior to the Toledo MSA as a whole.

Neighborhood

The subject property is located on the east side of S. Wintergarden Road, partially within the City of Bowling Green and Plain Township (Wood County). The subject's immediate neighborhood is bounded by W. Wooster Street to the north, US Route 6 on the south, S. Main Street (SR 25) to the east, and Mitchell Road on the west.

Subject Neighborhood Aerial View



The subject is located in a mostly suburban residential setting. Surrounding land uses include primarily single family homes. Abutting to the east is Wintergarden Woods / St. John's Nature Preserve, which totals over 100 acres of park/conservation land. Agricultural uses are found

further to the south and west. Commercial corridors in the area include W. Wooster Street and Main Street (SR 25).

There is a significant amount of single family home construction occurring in the immediate neighborhood. To the west, a new plat was recently opened at the Stone Ridge Golf Course. In addition, further to the west along Mitchell Road, (5) Estate-style lots were recently plated overlooking the 18th hole of Stone Ridge.

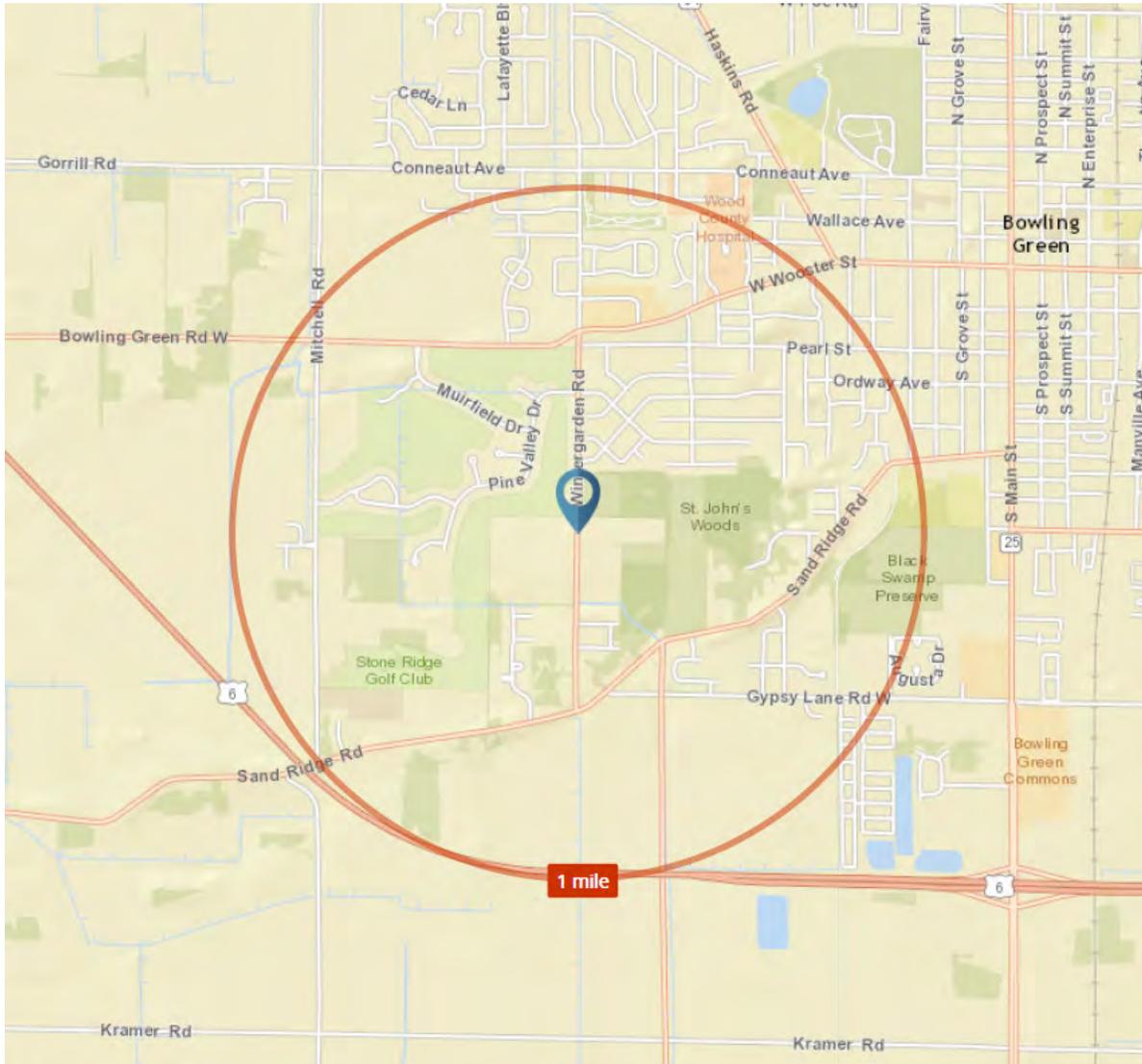
Another small development was announced in October 2016 along Martindale Road, Pearl Street, and W. Wooster Street, to the subject's north. The property will be called 'The Reserve at Martindale' and feature seven lots on 3.5 acres.

To the subject's east along Tanglewood Lane, 'The Woods' subdivision has home values in the \$300k-\$500+k range with only one lot remaining. Additional subdivision development is occurring along Sand Ridge Road and west side of Mitchell Road.

According to the most recent land use plan (2014), the subject is in an area designated for suburban single family residential.



The 1-mile radius is deemed most appropriate for demographic analysis provided by Site to do Business (STDB).



SUMMARY	CENSUS 2010	2016	2021
Population	3,423	3,471	3,536
Households	1,494	1,511	1,541
Families	1,082	1,080	1,093
Average Household Size	2.29	2.29	2.29
Owner Occupied Housing Units	1,311	1,290	1,309
Renter Occupied Housing Units	183	220	232
Median Age	46.1	47.4	48.2

The subject area is outperforming state averages across several growth metrics. There is an increasing population and number of households in the area. As shown below, the surveyed area is projected to maintain these positive metrics.

TRENDS: 2016 - 2021 ANNUAL RATE	AREA	STATE	NATIONAL
Population	0.37%	0.24%	0.84%
Households	0.39%	0.30%	0.79%
Families	0.24%	0.15%	0.72%
Owner HHs	0.29%	0.24%	0.73%
Median Household Income	1.80%	2.30%	1.89%

TOP TAPESTRY SEGMENTS	PERCENT	SUMMARY DEMOGRAPHIC	2016	2021
1. Exurbanites (1E)	35.6%	Population	3,471	3,536
2. Comfortable Empty Nesters (5A)	27.1%	Households	1,511	1,541
3. Soccer Moms (4A)	17.3%	Families	1,080	1,093
4. In Style (5B)	13.6%	Median Age	47.4	48.2
5. Old and Newcomers (8F)	6.4%	Median Household Income	\$78,665	\$85,990

The top tapestry segments are shown above as defined by STDB/ESRI. *Exurbanites* prefer expansive home styles in less crowded neighborhoods, yet within close proximity to large metropolitan areas. They have a cultivated lifestyle that is both affluent and urbane. As consumers they are more interested in quality than cost. Almost 80% of residents have some college education and though unemployment is typically low, this labor force is beginning to retire. *Comfortable Empty Nesters* is a large, growing segment with more than half of all households aged 55 or older. These Baby Boomers are earning a comfortable living and benefitting from years of prudent invest and saving. Their net worth is well above average and household size is slightly lower when compared to national figures.

Within the 1-mile radius, vacant housing units are expected to rise slightly thru 2021 as the housing inventory increases.

HOUSING UNIT SUMMARY	2010	2016	2021
Housing Units	1,574	1,602	1,648
Owner Occupied Housing Units	83.3%	80.5%	79.4%
Renter Occupied Housing Units	11.6%	13.7%	14.1%
Vacant Housing Units	5.1%	5.7%	6.5%
Median Home Value		\$231,861	\$240,767

EMPLOYED POPULATION 16+ BY OCCUPATION	2016
Total	1,722
White Collar	68.2%
Management/Business/Financial	16.6%
Professional	30.8%
Sales	7.2%
Administrative Support	13.6%
Services	17.8%
Blue Collar	13.7%
Farming/Forestry/Fishing	0.1%
Construction/Extraction	3.4%
Installation/Maintenance/Repair	1.4%
Production	1.9%
Transportation/Material Moving	6.9%

The employment by sector is shown above. Furthermore, the primary home ownership demographic in the area, those individuals 25-64 years old, appears to be mostly level. The housing market within Bowling Green is generally well balanced.

POPULATION BY AGE	CENSUS 2010		2016		2021	
	NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT
25 - 34	297	8.7%	329	9.5%	342	9.7%
35 - 44	403	11.8%	385	11.1%	413	11.7%
45 - 54	550	16.1%	470	13.5%	421	11.9%
55 - 64	544	15.9%	556	16.0%	534	15.1%

Conclusion

The subject's suburban location within the Bowling Green submarket is considered above average compared to the region as a whole for residential development. There is a significant amount of single family home construction occurring in the immediate neighborhood and primary land uses are residential. The immediate area is outperforming state averages across several growth metrics and the population is fiscally sound.

SITE DESCRIPTION AND ANALYSIS

Subject Property Aerial



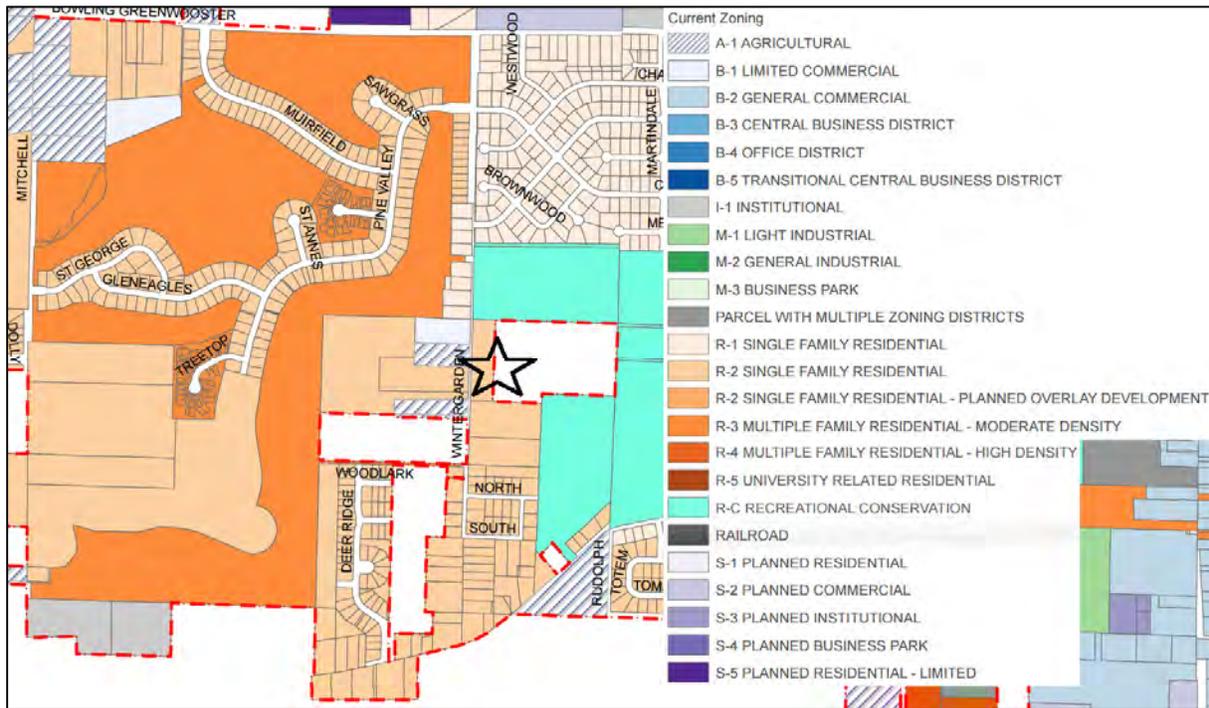
Land Description Summary

Location	East side of S. Wintergarden Road, within City of Bowling Green and Plain Township, Wood County, Ohio
Legal Description	W200 NE SE LESS S583, City of Bowling Green, and NE SE LESS PTS, Plain Township, Wood County, Ohio
Site Dimensions	~435 Front Feet x Irregular
Land Area	20.510 Acres – Raw Land
Topography	Mostly Level
Drainage	No problems observed or disclosed, assumed adequate
Visibility/Accessibility	The subject's raw land is visible and accessible from S. Wintergarden Road
Street/Improvements	Wintergarden Road is a mostly residential roadway in the subject's immediate area

Flood Zone and Zoning

Flood Zone

Per Map Number 39173C0260D, dated September 2, 2011, the subject is located in a Zone X (or C), which is outside of a 500-year floodplain.



Zoning

Per the Wood County Planning Commission, the subject's rear (landlocked) parcel is zoned R-1 "Residential" (Plain Township). The subject's frontage, the area of the proposed split, is zoned R-2 "Single Family Residential", according to the City of Bowling Green Zoning Map. This similar zoning is shared by neighboring parcels to the south and west. It is likely a proposed development including the subject's rear parcel would be given this zoning classification upon being annexed to the City of Bowling Green. Per the City of Bowling Green Zoning Code, the purpose of this district is to create living areas of moderate population density for single-family dwellings.

Permitted Uses

R-2 "Single Family Residential District" allows for the following uses: single-family dwellings, church or other

place of worship, plant cultivation, adult family homes, model homes, and group home or community residence.

Real Estate Taxes

The subject is located within the City of Bowling Green and Plain Township, Wood County, Ohio. The Wood County Auditor assesses all real property within the county. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. In this instance, the subject has a proposed split from 705 S. Wintergarden Road (Parcel B08-510-260401001002) of two acres of vacant land. The existing building improvements will remain with the parent parcel. Therefore, it is not possible to determine the current taxes for the subject property. Furthermore, this appraisal is not intended to be used for tax appeal purposes.

The following table shows the existing parcel numbers, assessed value of the subject's land with the total annual real estate taxes.

Parcel Number	Acreage	Value Land	Value Bldg	Total Value	Taxes	Municipality
B08-510-260401001002	2.000	TBD	\$0	TBD	TBD	City of Bowling Green
R63-510-260401001000	18.510	\$26,100	\$0	\$26,100	\$446.08	Plain Township

HIGHEST AND BEST USE ANALYSIS

One of the most important aspects of any real estate appraisal is the highest best use analysis, since this segment of the appraisal creates the criteria for the selection and application of the appropriate valuation approaches.

As defined in *The Dictionary of Real Estate Appraisal*:

Highest and Best Use

1. The reasonably probable use of property that results in the highest value.

The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)⁷

Highest and Best Use as Though Vacant

The first step in the highest and best use analysis is to determine what the highest and best use of the subject property would be if the site was vacant land. The highest and best use of the land as though vacant considered in relation to its existing use and all potential uses. The analysis of the land as though vacant focuses on alternative uses, with the appraiser testing each reasonably probable use for legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The highest and best use of land or site as though vacant is concluded after the four criteria have been applied and various alternative uses have been eliminated. The remaining use that fulfills all four criteria is the highest and best use of the land as though vacant.

Utilizing the above definition and methodology, the four tests of highest and best use, as vacant are analyzed and presented as follows:

⁷ Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015.)

Legally Permissible: Legally, the subject’s rear (landlocked) parcel is zoned R-1 “Residential” (Plain Township). The subject’s frontage, the area of the proposed split, is zoned R-2 “Single Family Residential, according to the City of Bowling Green Zoning Map. This similar zoning is shared by neighboring parcels to the south and west. It is likely a proposed development including the subject’s rear parcel would be given this zoning classification upon being annexed to the City of Bowling Green. Per the City of Bowling Green Zoning Code, the purpose of this district is to create living areas of moderate population density for single-family dwellings. The R-2 District allows for the following uses: single-family dwellings, church or other place of worship, plant cultivation, adult family homes, model homes, and group home or community residence.

Physically Possible: Physically, the subject includes a raw residential land site of 20.510 acres. The large raw land site could accommodate development of multiple residential lots or a large estate development. The site is slightly irregular in shape and has adequate frontage and accessibility from S. Wintergarden Road. We assume soil conditions are suitable for residential development.

Financially Feasible: Given the limitations imposed by the zoning regulations, residential uses are the primary permitted use. The subject site has access to public water, sewer, and gas.

The subject is located in a mostly suburban residential setting. Surrounding land uses include primarily single family homes. Abutting to the east is Wintergarden Woods / St. John’s Nature Preserve, which totals over 100 acres of park/conservation land.

There is a significant amount of single family home construction occurring in the immediate neighborhood. According to the most recent land use plan, the subject is in an area designated for suburban single family residential.

Maximally Productive: Zoning, neighborhood and market forces generally limit the site to residential use, of which various subtypes exist. In our opinion, the maximally productive use for the site would be for subdivision development on the 20.510 acres raw land.

Highest and Best Use, As Vacant – Conclusion

As vacant, we would expect the site to remain vacant with an interim agricultural use until a buyer/developer can be found and financial feasibility can be proven.

Highest and Best Use	
As Vacant:	Single Family Residential Development

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the principle of substitution, which states that a buyer would not pay more for a property than the value of similar properties in the market. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when no directly comparable sales data is available. Comparable sales, which qualify as arms-length transactions between willing and knowledgeable buyers and sellers, are analyzed and used to identify value and price trends. The basic steps of the approach are:

1. Research recent, relevant property sales and current offers;
2. Select and analyze similar comparable properties, considering changes in the market conditions since time of sale, and physical, functional, and locational differences;
3. Calculate cash equivalent price for comparable sales sold with favorable financing;
4. Identify the appropriate unit of comparison (i.e. - price per square foot, price per unit, price per front foot, etc.);
5. Adjust the comparable sales appropriately based on the elements of comparison to relate them to the subject property; and
6. Analyze the adjusted sales data and draw a logical conclusion.

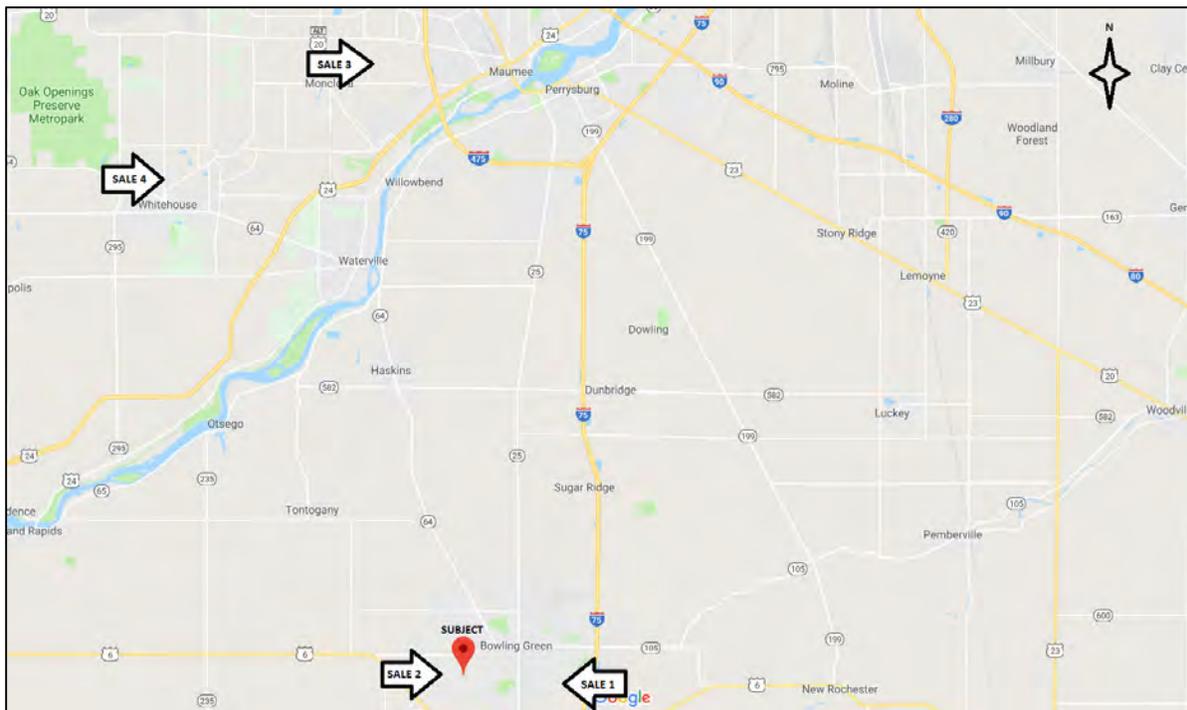
An element of comparison is defined as:

Elements of comparison. *The characteristics or attributes of properties and transactions that cause the prices of real property to vary; include real property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, physical characteristics, and other characteristics such as economic characteristics, use, and non-realty components of value.*⁸

The Sales Comparison Approach is based on the premise that a buyer will pay no more for a property than the cost acquiring an equally desirable substitute. In this instance, four sales have been relied upon and utilized for comparison. These comparables are considered to be the best available and have mostly similar elements of comparison.

The map on the following page shows the location of each sale, which are summarized in the accompanying table.

⁸ Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015.)



COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in Acres	Price/Acre
1.	1512 E. Napoleon Road Bowling Green, Ohio	03/15/2016	\$140,000	5.690	\$24,605
2.	535 S. Mitchell Road Bowling Green, Ohio	02/13/2018	\$200,000	6.350	\$31,496
3.	7307 Coder Road Monclova Township, Ohio	07/28/2016	\$385,000	18.410	\$20,913
4.	6318 Whitehouse Spencer Road Whitehouse, Ohio	07/14/2016	\$872,750	57.250	\$15,245

Land Sale No. 1**Property Identification**

Record ID	181
Property Type	Land, Residential Land
Address	1512 E. Napoleon Road, Bowling Green, Wood County, Ohio 43402
Location	South side of E. Napoleon Road, just west of Campbell Hill Road
Tax ID	B07-511-290000016000
School District	Bowling Green CSD
Restrictions	Typical / Of record
MSA	Toledo
Market Type	Suburban

Sale Data

Grantor	Robert A. Nicholson, Trustee, etal
Grantee	Steven M. & Marcia L. Seubert
Sale Date	March 15, 2016
Deed Book/Page	3429/131
Property Rights	Fee Simple
Marketing Time	N/A
Conditions of Sale	Arms-Length

Land Sale No. 1 (Cont.)

Financing	Cash
Sale History	No recent arms-length transfers to consider.
Deed Type	Survivorship Deed #201603411
Verification	Other sources: Wood County Auditor/Recorder

Sale Price	\$140,000
Cash Equivalent	\$140,000
Adjusted Price	\$140,000

Land Data

Zoning	R-1, Single Family Residential
Topography	Mostly Level / Wooded
Utilities	All Public
Shape	Slightly Irregular
Flood Info	Outside of floodplain

Land Size Information

Gross Land Size	5.690 Acres or 247,856 SF
Useable Land Size	5.690 Acres or 247,856 SF , 100.00%

Indicators

Sale Price/Gross Acre	\$24,605
Sale Price/Gross SF	\$0.56
Sale Price/Useable Acre	\$24,605
Sale Price/Useable SF	\$0.56

Remarks

This was an off-market sale. Site was annexed to City of Bowling Green and connected to all public utilities. A 2,201 square foot single-family home was constructed on the property.

Land Sale No. 2



Property Identification

Record ID	204
Property Type	Land, Residential Land
Property Name	"The Ridge" (at Stone Ridge)
Address	535 S. Mitchell Road, Bowling Green, Wood County, Ohio 43402
Location	East side of S. Mitchell Road, south of W. Wooster Street
Tax ID	B08-510-260000001503
School District	Bowling Green CSD
Restrictions	Typical / Of record
MSA	Toledo
Market Type	Suburban

Sale Data

Grantor	HCF Realty of Bowling Green Care Center, Inc.
Grantee	JTMG Holdings, Ltd.
Sale Date	February 13, 2018
Deed Book/Page	3588/66
Property Rights	Fee Simple
Conditions of Sale	Arms-Length
Financing	Conventional; Henry County Bank; \$200,000

Land Sale No. 2 (Cont.)

Sale History	No recent arms-length transfers to consider.
Deed Type	Warranty Deed #201801934
Verification	Buyer; Other sources: Appraisal, Wood County Auditor/Recorder

Sale Price	\$200,000
Cash Equivalent	\$200,000
Adjusted Price	\$200,000

Land Data

Zoning	R-3, Multiple Family Residential
Topography	Mostly Level / Clear
Utilities	All Public
Shape	Slightly Irregular
Flood Info	Outside of floodplain

Land Size Information

Gross Land Size	6.350 Acres or 276,606 SF
Useable Land Size	6.350 Acres or 276,606 SF , 100.00%
Actual Units	5

Indicators

Sale Price/Gross Acre	\$31,496
Sale Price/Gross SF	\$0.72
Sale Price/Useable Acre	\$31,496
Sale Price/Useable SF	\$0.72
Sale Price/Actual Unit	\$40,000

Remarks

The subject's vacant land parcel most recently transferred on September 29, 2010 for \$310,000. The buyer in that transaction operates nursing homes, but never pursued development of the subject parcel. The subject was listed for sale by owner with a reported asking price of \$300,000. Note, the parcel was not being professionally marketed and the only advertising was a sign on site.

According to the most recent Bowling Green land use plan (2014), the subject is in an area designated for suburban single family residential. The site will be split into (5) Estate-style lots. The subject parcel is found adjacent to Stone Ridge Golf Club, with views the 18th fairway and man-made water features. However, the site is not part of the Home Owners Association or the adjacent Stone Ridge subdivision.

The subject is located in R-3 "Multiple Family Residential - Moderate Density." The subject's proposed single-family lots are permitted.

Land Sale No. 3



Property Identification

Record ID	83
Property Type	Land, Residential Land
Property Name	"Coder Cove"
Address	7307 Coder Road, Monclova Township, Lucas County, Ohio 43537
Location	East side of Coder Road, between Maumee Western Road and Monclova Road
Tax ID	38-25781
School District	Anthony Wayne LSD
Restrictions	Typical / Of record
MSA	Toledo
Market Type	Suburban

Sale Data

Grantor	Diane Anderson
Grantee	James E. Moline Builders, Inc.
Sale Date	July 28, 2016
Property Rights	Fee Simple
Conditions of Sale	Arms-Length
Financing	Cash
Sale History	No arms-length transfers within prior three years
Deed Type	General Warranty Deed #20160728-0029377
Verification	Buyer; Other sources: Appraisal of Property, Planning Commission, Lucas County Auditor/Recorder
Sale Price	\$360,000
Cash Equivalent	\$360,000
Upward Adjustment	\$25,000 (Cost to Raze)
Adjusted Price	\$385,000

Land Sale No. 3 (Cont.)

Land Data

Zoning	A/R, Agricultural Residential
Topography	Mostly Level
Utilities	All public, except septic sewer
Shape	Irregular
Flood Info	Outside of floodplain

Land Size Information

Gross Land Size	18.410 Acres or 801,939 SF
Useable Land Size	18.410 Acres or 801,939 SF , 100.00%
Planned Units	10

Indicators

Sale Price/Gross Acre	\$19,555 Actual or \$20,913 Adjusted
Sale Price/Gross SF	\$0.45 Actual or \$0.48 Adjusted
Sale Price/Useable Acre	\$19,555 Actual or \$20,913 Adjusted
Sale Price/Useable SF	\$0.45 Actual or \$0.48 Adjusted
Sale Price/Planned Unit	\$36,000 Actual or \$38,500 Adjusted

Remarks

Coder Cove will offer 10 premier lots ranging from 1 to over 3 acres. The average lot is around 1.66 acres in size with a minimum of 100 feet of frontage along the proposed Coder Cove Court public roadway. The Toledo-Lucas County Health Department does not object to the use of septic systems based on acreage sites and public sanitary sewers not being readily available in the area. Staff is supportive of the use of septic systems because the site presents unique circumstances that make the extension of a sanitary sewer unfeasible.

Cost to raze provided by the buyer/developer.

Land Sale No. 4



Property Identification

Record ID	79
Property Type	Land, Residential Land
Property Name	"The Preserve"
Address	6318 Whitehouse Spencer Road (aka N. Texas Street), Whitehouse, Lucas County, Ohio 43571
Location	West side of Whitehouse Spencer Road (N. Texas Street), between Shepler Avenue and Oak Pointe Drive
Tax ID	98-02311
School District	Anthony Wayne LSD
Restrictions	Typical / Of record
MSA	Toledo
Market Type	Suburban

Sale Data

Grantor	Rhonda Wise, Trustee, et al
Grantee	DLR Acquisitions, LLC
Sale Date	July 14, 2016
Property Rights	Fee Simple
Conditions of Sale	Arms-Length
Financing	Conventional
Sale History	No arms-length transfers within prior three years
Deed Type	Deed of Trustee & General Warranty Deed
Verification	Developer; September 12, 2016; Other sources: News Articles, Lucas County Auditor/Recorder
Sale Price	\$722,750
Cash Equivalent	\$722,750
Upward Adjustment	\$150,000 (Seller's Lot)
Adjusted Price	\$872,750

Land Sale No. 4 (Cont.)**Land Data**

Zoning	R-1, Single Family Residential
Topography	Heavily Wooded / Creek
Utilities	All Public Available
Shape	Mostly Rectangular
Flood Info	Outside of floodplain

Land Size Information

Gross Land Size	57.250 Acres or 2,493,810 SF
Useable Land Size	57.250 Acres or 2,493,810 SF , 100.00%
Planned Units	32

Indicators

Sale Price/Gross Acre	\$12,624 Actual or \$15,245 Adjusted
Sale Price/Gross SF	\$0.29 Actual or \$0.35 Adjusted
Sale Price/Useable Acre	\$12,624 Actual or \$15,245 Adjusted
Sale Price/Useable SF	\$0.29 Actual or \$0.35 Adjusted
Sale Price/Planned Unit	\$22,586 Actual or \$27,273 Adjusted

Remarks

The site was previously Disher Tree Farm. Zoning changed from S-1 Suburban Residential and R-3 Single Family to R-1 Single Family prior to sale. There will be 32 home sites on roughly one-acre, wooded lots. Average lot price will be around \$125,000. The developers agreed to retain one \$150,000 lot for the sellers and the sale price was adjusted thusly. All public utilities are available at the street.

Sales Summary

Four closed sales in this instance. All four comparable are vacant land sales purchased for residential development. Each of the sales occurred within the past three years. The unadjusted range is from \$12,624 to \$31,496 per acre.

Adjustments are applied for transactional, locational, and physical characteristics. Two of the comparables are adjusted for being located in more densely populated areas with higher rates of new construction. Three comparables are adjusted for size discounting.

Comparable #3 is deemed inferior for shape/functional utility with limited road frontage (relative to land size). Sale #3 is also adjusted slightly for having no public sewer available.

Sale #2 is deemed slightly superior for having a completely cleared site. Sale #4 received a +10% adjustment due to being completely wooded, which is considered less desirable since it hinders development of subdivision infrastructure.

Sale #2 is also considered slightly superior for views, while Sale #3 is deemed slightly inferior.

Value Conclusion

The sales, as adjusted, indicated a more narrow range of values from \$17,532 to \$23,622 per acre with a mean of \$21,268 per acre and a median of \$21,959 per acre. All four comparables were chosen for similar attributes to the subject and given some consideration. The value conclusion is summarized in the chart below.

Value Conclusion via Sales Comparison Approach
20.510 Acres x \$21,000 = \$430,710
Rounded \$430,000

The following table summarizes the sales and comparative adjustments.

Land Sales Comparison Grid									
	Subject	Sale #1		Sale #2		Sale #3		Sale #4	
	S. Wintergarden Road Bowling Green & Plain Twp., Ohio	1512 E. Napoleon Road Bowling Green, Ohio		"The Ridge (at Stone Ridge)" 535 S. Mitchell Road Bowling Green, Ohio		"Coder Cove" 7307 Coder Road Monclova Township, Ohio		"The Preserve" 6318 Whitehouse Spencer Road Whitehouse, Ohio	
Item		Info	Adj.	Info	Adj.	Info	Adj.	Info	Adj.
Sale Price	N/A	\$140,000		\$200,000		\$360,000		\$722,750	
Price per Acre	N/A		\$24,605		\$31,496		\$19,555		\$12,624
Property Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple (Seller retained lot)	\$150,000
Subtotal (Adjusted Unit Price)			\$24,605		\$31,496		\$19,555		\$15,245
Financing	Assume Cash Equivalent	Cash		Conventional		Cash		Conventional	
Subtotal (Adjusted Unit Price)			\$24,605		\$31,496		\$19,555		\$15,245
Conditions of Sale	Assume Arm's length	Arm's length		Arm's length		Arm's length		Arm's length	
Subtotal (Adjusted Unit Price)			\$24,605		\$31,496		\$19,555		\$15,245
Expenditures made Immediately After Purchase	N/A	None Noted		None Noted		Raze Improvements	\$25,000	None Noted	
Subtotal (Adjusted Unit Price)			\$24,605		\$31,496		\$20,913		\$15,245
Market Conditions (Time)	01/29/19	03/15/16		02/13/18		07/28/16		07/14/16	
Subtotal Adjusted Unit Price for Cumulative Adjustments			\$24,605		\$31,496		\$20,913		\$15,245
Location / Type	Bowling Green Suburban/Residential	Bowling Green Suburban/Residential		Bowling Green Suburban/Residential		Monclova Township Suburban/Residential	-10%	Whitehouse Suburban/Residential	-10%
Size	20.510	5.690	-15%	6.350	-15%	18.410		57.250	15%
Shape & Functional Utility (Width/Depth Ratio, etc.)	Slightly Irregular Average	Slightly Irregular Average		Slightly Irregular Average		Irregular Below Average	10%	Mostly Rectangular Average	
Utilities	All Public Available	All Public Available		All Public Available		All Public, except septic sewer	5%	All Public Available	
Topography / Elevation	Mostly Level / Wooded	Mostly Level / Wooded		Mostly Level / Clear	-5%	Mostly Level / Partially Wooded		Mostly Level / Heavily Wooded	10%
View / Site Influences	Wooded / Park land	Wooded		Golf Course / Water Views	-5%	Suburban	5%	Wooded	
Intended Use	Conservation Land	Single Family Home Site		(5) Estate Lots		Subdivision Development		Subdivision Development	
Subtotal Adjustments		-15%		-25%		10%		15%	
Final Adjusted Price		\$20,914		\$23,622		\$23,004		\$17,532	

Mean = \$21,268
Median = \$21,959

RECONCILIATION

In the final reconciliation, the entire appraisal was considered and re-examined to ensure its accuracy, its consistency, and the logic leading to the value indications. Appropriateness, accuracy, and quantity of evidence are the criteria with which a meaningful and defensible final opinion of value for the subject property was estimated.

Indicated Value by:	
Cost Approach	Not Completed
Sales Comparison Approach	\$430,000
Income Approach	Not Completed

In the **Cost Approach** to value, the appraiser estimates the replacement value of the subject improvements as of the date of the appraisal. The highest and best use of the subject property was deemed to be as vacant residential land for development. Therefore, the cost approach was not applicable.

The **Sales Comparison Approach** to value is an indication of value based on the comparison of the subject property to similar properties that have sold recently in the market. Four comparable sales were utilized in this report and all were similar, recent transactions. The comparable sales were adjusted for transactional, locational, and physical characteristic differences. Adjustments were made to the comparables to make them as similar to the subject as possible. The result is an indication of market value at which a typical buyer would be willing to pay for the subject property.

One of the strengths of the sales comparison approach is that it directly analyzes the behavior of market participants buying and selling similar properties since the underlying premise is the sales transactions. Meanwhile, a weakness in the sales comparison approach is deriving appropriate adjustments. The sales comparison approach was given all consideration in the final reconciliation for the subject's 20.510 acres of raw residential land.

The **Income Approach** value indication is derived from an analysis of the income potential of the subject property after deductions for vacancy and collection loss and operating expenses. The income approach is typically the preferred approach to value for income-producing properties. The reliability of this approach is a function of accuracy of rent and expense data and the overall capitalization rate.

The motivation of the buyer for investment properties is based on the property's ability to collect income. Therefore, this analysis reflects the analysis used by the buyer. The strength of the income approach is in the well-supported information used in the projection of the subject's

income and expenses based on historical data. The weaknesses of this approach are projecting the accurate sales price, absorption rate, and selecting a discount rate. In this instance, the highest and best use of the subject property was deemed to be as vacant residential land for development. Therefore, the income approach was not applicable.

Conclusion:

The sales comparison approach utilized four sales to estimate the value of the 20.510 acres raw land. Therefore, the market value of the fee simple interest in the subject property is concluded, as of January 29, 2019, as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple	January 29, 2019	\$430,000

**Changes in the market, building, and/or use, etc., subsequent to the effective appraisal date could impact market value.*

EXHIBITS

PROPERTY RECORD CARDS

QUALIFICATIONS OF APPRAISERS

ENGAGEMENT LETTER

Wood County, Ohio - Property Record Card, Page 1
Parcel: B08-510-260401001002

GENERAL PARCEL INFORMATION

Owner CREPS KENT D & CARLENE M TRUSTEES
 Property Address 705 S WINTERGARDEN RD
 Mailing Address 734 S WINTERGARDEN RD
 BOWLING GREEN OH 43402
 Land Use 511 - SINGLE FAMILY DWLG UNPLAT 0-09.99 ACRES
 Neighborhood 00111
 School District BOWLING GREEN CSD
 Total Acres 3.47
 Legal Description W200 NE SE LESS S583

MAP



VALUATION

	Appraised	Assessed
Land Value	\$94,600.00	\$33,110.00
Improvements Value	\$65,800.00	\$23,030.00
CAUV Value	\$0.00	\$0.00
Taxable Value		\$56,140.00

SALES

Date	Buyer	Seller	Price
10/15/2014	CREPS KENT D & CARLENE	CREPS KENT D & CARLENE	\$0.00
9/23/1998	CREPS KENT D		\$0.00

LAND

Land Type	Acreage	Depth	Frontage	Depth Factor	Value
AO - Row	0.34	0	0	0	0
AH - Homesite	1	0	0	100	60000
AS - SubTotal	1.63	0	0	100	4570
AH - Homesite	0.5	0	0	100	30000

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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TAX

	1st Half	2nd Half
Charge:	\$2,390.16	\$2,390.16
Credit:	(\$984.86)	(\$984.86)
Rollback:	(\$129.50)	(\$129.50)
Reduction:	\$0.00	\$0.00
Homestead:	\$0.00	\$0.00
Sales Credit:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Special Assessments:	\$27.90	\$27.90
Penalties/Adjustments:	\$0.00	\$0.00
Delinquencies:	\$0.00	\$0.00
Net Owed:		\$2,607.40
Net Paid:		\$0.00
Net Due:		\$2,607.40

PAYMENTS

Payment Date	Prior Paid	First Half Paid	Second Half
7/6/2018	\$0.00	\$0.00	\$1.00
7/6/2018	\$0.00	\$0.00	\$26.66
7/6/2018	\$0.00	\$0.00	\$1,234.55
7/6/2018	\$0.00	\$0.00	\$0.27
7/6/2018	\$0.00	\$0.00	\$1.00
7/6/2018	\$0.00	\$0.00	\$6.18
1/18/2018	\$0.00	\$0.00	\$0.00
1/18/2018	\$0.00	\$0.00	\$0.00
1/18/2018	\$0.00	\$1.00	\$0.00
1/18/2018	\$0.00	\$0.00	\$0.00
1/18/2018	\$0.00	\$26.66	\$0.00

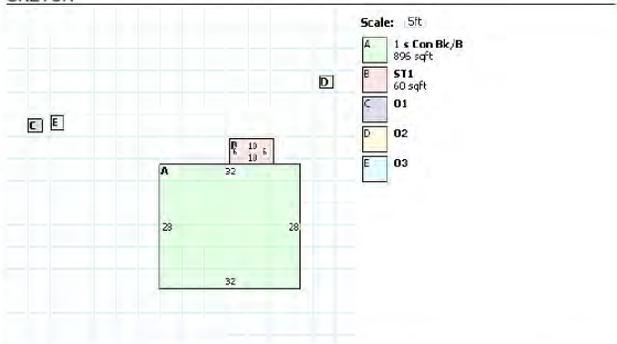
Wood County, Ohio - Property Record Card, Page 2
Parcel: B08-510-260401001002

Card: 1

GENERAL PARCEL INFORMATION

Owner CREPS KENT D & CARLENE M TRUSTEES
 Property Address 705 S WINTERGARDEN RD
 Mailing Address 734 S WINTERGARDEN RD
 BOWLING GREEN OH 43402
 Land Use 511 - SINGLE FAMILY DWLG UNPLAT 0-09.99 ACRES
 Neighborhood 00111
 School District BOWLING GREEN CSD
 Total Acres 3.47
 Legal Description W200 NE SE LESS S583

SKETCH



RESIDENTIAL

Building Style	CONVENTIONAL
Year Built	1957
Stories	1
Finished Area	896
First Floor Area	896
Half Floor Area	0
Upper Floor Area	0
Rooms	4
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	FULL BASEMENT
Finished Basement Area	0
Heating	BASE
Cooling	NONE
Exterior Wall	CONCRETE BLOCK
Attic	NONE
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

IMPROVEMENTS

Description	Year Built	Dimensions	Area	Value
Barn Flat Typical -	1940	30x18	540	\$510.00
Silos Tower -	1940	30x10	1900	\$100.00
Barn Bank Typical -	1917	57x36	2016	\$2,940.00

COMMERCIAL

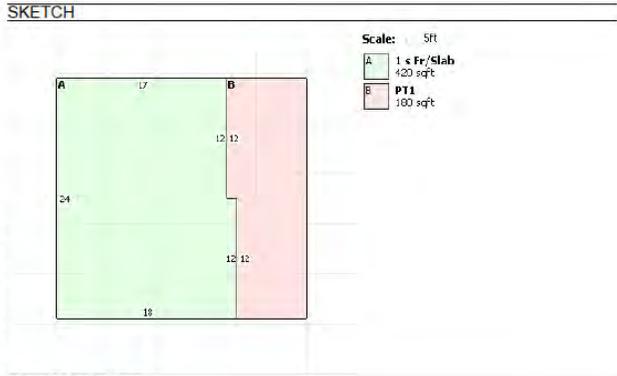
ADDITIONS

Description	Area	Year Built	Value
ST1 - Stoop Masonry	60	0	\$1,810.00

Wood County, Ohio - Property Record Card, Page 3
Parcel: B08-510-260401001002
Card: 2

GENERAL PARCEL INFORMATION	
Owner	CREPS KENT D & CARLENE M TRUSTEES
Property Address	705 S S WINTERGARDEN RD
Mailing Address	734 S WINTERGARDEN RD BOWLING GREEN OH 43402
Land Use	511 - SINGLE FAMILY DWLG UNPLAT 0-09.99 ACRES
Neighborhood	00111
School District	BOWLING GREEN CSD
Total Acres	3.47
Legal Description	W200 NE SE LESS S583

RESIDENTIAL	
Building Style	CONVENTIONAL
Year Built	1920
Stories	1
Finished Area	420
First Floor Area	420
Half Floor Area	0
Upper Floor Area	0
Rooms	4
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	NONE
Finished Basement Area	0
Heating	BASE
Cooling	CENTRAL
Exterior Wall	FRAME/SIDING
Attic	NONE
Number of Fireplace Openings	0
Number of Fireplace Stacks	0



IMPROVEMENTS			
Description	Area	Year Built	Value
PT1 - Patio Concrete	180	0	\$950.00

COMMERCIAL

ADDITIONS			
Description	Area	Year Built	Value
PT1 - Patio Concrete	180	0	\$950.00

Wood County, Ohio - Property Record Card, Page 1
Parcel: R63-510-260401001000

GENERAL PARCEL INFORMATION	
Owner	CREPS KENT D & CARLENE M TRUSTEES
Property Address	0 S WINTERGARDEN RD
Mailing Address	734 S WINTERGARDEN RD BOWLING GREEN OH 43402
Land Use	502 - RESID UNPLAT 10-19.99 ACRES
Neighborhood	01801
School District	BOWLING GREEN CSD
Total Acres	18.51
Legal Description	NE SE LESS PTS

VALUATION		
	Appraised	Assessed
Land Value	\$26,100.00	\$9,140.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value		\$9,140.00



LAND					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
AD - Tillable Type 4	13.37	0	0	100	24070
A8 - Woodland	5.14	0	0	100	2060

SALES			
Date	Buyer	Seller	Price
10/15/2014	CREPS KENT D & CARLENE	CREPS KENT D & CARLENE	\$0.00
9/1/1998	CREPS KENT D & CARLENE	CREPS KENT D	\$0.00
11/7/1991	CREPS KENT D		\$0.00

AGRICULTURAL				
Land Type	Land Usage	Soil Type	Acres	Value

TAX		
	1st Half	2nd Half
Charge:	\$410.61	\$410.61
Credit:	(\$165.89)	(\$165.89)
Rollback:	(\$21.68)	(\$21.68)
Reduction:	\$0.00	\$0.00
Homestead:	\$0.00	\$0.00
Sales Credit:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
Penalties/Adjustments:	\$0.00	\$0.00
Delinquencies:	\$0.00	\$0.00
Net Owed:		\$446.08
Net Paid:		\$0.00
Net Due:		\$446.08

PAYMENTS			
Payment Date	Prior Paid	First Half Paid	Second Half
7/6/2018	\$0.00	\$0.00	\$1.00
7/6/2018	\$0.00	\$0.00	\$133.28
7/6/2018	\$0.00	\$0.00	\$1.16
1/18/2018	\$0.00	\$1.16	\$0.00
1/18/2018	\$0.00	\$0.00	\$0.00
1/18/2018	\$0.00	\$0.00	\$0.00
1/18/2018	\$0.00	\$0.00	\$0.00
1/18/2018	\$0.00	\$1.00	\$0.00
1/18/2018	\$0.00	\$133.28	\$0.00
5/31/2017	\$0.00	\$0.00	\$1.62
5/31/2017	\$0.00	\$0.00	\$211.19



M. ESTELA POETZINGER, MAI



Co-founder / President & Chief Appraiser
Estela@MeritusAP.com

Education

Bachelor of Arts, Major- English, Saint Olaf College, Northfield, Minnesota, August 1999.
Graduated from Otsego High School, Tontogany, Ohio, June 1995.

Work Experience

Co-founder / President & Chief Appraiser, Meritus Appraisal Partners, LLC, February 2016 – Present

- Meritus Appraisal Partners provides commercial valuation services for a wide range of clients, encompassing an array of report purposes. We have an understanding of nearly all appraisal variables and our knowledge applies across the entire spectrum of property types.

Commercial Appraiser, Martin+Wood Appraisal Group, Ltd., July 2002 – February 2016

- Served as a field appraiser completing a wide variety of appraisal assignments including appraisals of vacant / development land, multi-family, general and medical office, industrial, mixed-use, single and multi-tenant retail, religious facilities, and other special use properties. Completed valuations for a variety of purposes including mortgage financing, estate settlements, sale/purchase decisions, condemnation, and a variety of other uses.

Professional Education and Training

41st Annual Economic Seminar, Appraisal Institute Ohio Chapter, 2018
Introduction to Green Buildings: Principles & Concepts, Appraisal Institute, 2018
7- Hour National USPAP Update Course, Appraisal Institute, 2018
Solving Land Valuation Puzzles, Appraisal Institute, 2018
Analyzing Operating Expenses, Appraisal Institute 2017
Subdivision Valuation, Appraisal Institute, 2017
The Discounted Cash Flow Model: Concepts, Issues & Applications, Appraisal Institute, 2017
40th Annual Economic Seminar, Appraisal Institute Ohio Chapter, 2017
Small Hotel/Motel Valuation, Appraisal Institute, 2016
Appraisal Day Seminar, International Right-of-Way Association, 2016
Project Data Book, Ohio Department of Transportation, 2016
Valuation of Simplistic Acquisitions, Ohio Department of Transportation, 2016
Appraisal in Ohio under Eminent Domain, Ohio Department of Transportation, 2016
7- Hour National USPAP Update Course, Appraisal Institute, 2016
General Demonstration Report – Capstone Program, Appraisal Institute, 2015
Comprehensive Review of Appraisal Concepts, Kerry Jorgensen, MAI, Instructor, 2015
Advanced Concepts and Case Studies, Appraisal Institute, 2015
General Demonstration Report Writing, Appraisal Institute, 2015
Advanced Income Capitalization, Appraisal Institute, 2014
Rates and Ratios: Making Sense of GIMs, OARs, and DCF, Appraisal Institute, 2014
7- Hour National USPAP Update Course, Appraisal Institute, 2014
Michigan Appraisal Law, McKissock, 2013
Cool Tools: New Technology for Real Estate Appraisers, Appraisal Institute, 2013
Advanced Internet Search Strategies, Appraisal Institute, 2013
Using Your HP 12C Financial Calculator, Appraisal Institute, 2012
General Appraiser Report Writing and Case Studies, Appraisal Institute, 2011

Qualifications continued...

- Real Estate Finance Statistics and Valuation Modeling, Appraisal Institute, 2009
- Business Practices and Ethics, Appraisal Institute, 2008
- General Market Analysis and Highest and Best Use, Appraisal Institute, 2007
- Residential Case Study – 210, Appraisal Institute, 2005
- Basic Income Capitalization – 310, Appraisal Institute, 2004
- Separating Real and Personal Property from Intangible Business Assets – 800, Appraisal Institute, 2004
- Appraisal Procedures – 120, Appraisal Institute, 2003
- Fair Housing, Hondros College, 2003
- Condemnation Appraising: Advanced Topics and Applications – 720, Appraisal Institute, 2003
- Condemnation Appraising: Basic Principles and Applications – 710, Appraisal Institute, 2003
- Uniform Standards of Professional Appraisal Practice (USPAP) – 410, Appraisal Institute, 2003
- Appraisal Principles – 110, Ohio Board of Realtors, 2002

Professional Affiliations

- Member, Appraisal Institute (MAI Designation)
- Firelands Board of Realtors
- Toledo Board of Realtors
- West Central Board of Realtors
- Bowling Green Chamber of Commerce
- Ohio Department of Transportation - Prequalified Consultant for Value Analysis and Appraisal
- MBE Certified by Ohio Department of Administrative Services (MBE-221563)
- Certified General Real Estate Appraiser by the State of Ohio (#2006004978) and Michigan (#1201073066)





KYLE J. KUNDRATH

Co-founder / Managing Principal

Kyle@MeritusAP.com

Education

- University of Toledo, Bachelor of Business Administration, *Cum Laude*, Graduated May 2009
- Dual-major in Finance and Organizational Development with minor in Business Law
- Rossford High School, Graduated June 2004

Relevant University Courses

Principles of Macroeconomics	Professional Business Communication
Principles of Microeconomics	Application of Statistics for Business Decision Making
Modern Business Math I	Principles of Financial Management
Modern Business Math II	Intermediate Financial Management
Organizational Report Writing	Advanced Financial Management
Data Analysis for Business	Detect & Prevent Deceptive Business Practices
Investments	Legal & Ethical Environment of Business
Managerial Economics	Ethics for Leadership and Management
Quantitative Applications in Finance	Real Estate Principles, Practice, and Finance
Financial Markets and Institutions	Real Estate Valuation

Work Experience

Co-founder / Managing Principal, Meritus Appraisal Partners, LLC, February 2016 – Present

- Meritus Appraisal Partners provides commercial valuation services for a wide range of clients, encompassing an array of report purposes. We have an understanding of nearly all appraisal variables and our knowledge applies across the entire spectrum of property types.
- Primary duties include business operations, appraisal, and data management, among others.

Commercial Appraiser, Martin+Wood Appraisal Group, Ltd., March 2006 – February 2016

- Experience in Residential, Commercial, and Right-of-Way Departments
- Job duties included research, appraisal production, and project management
- Sample types of property appraised include: office, retail, industrial, mixed-use, apartments, land, and other special use properties

Certifications

- Ohio Department of Transportation - Prequalified Consultant for Value Analysis and Appraisal
- State of Ohio Certified General Appraiser #2016000045

STATE OF OHIO
DIVISION OF REAL ESTATE
AND PROFESSIONAL LICENSING
AN APPRAISER LICENSE/CERTIFICATE
has been issued under ORC Chapter 4763 to:

NAME: Kyle Joseph Kundrath
LIC/CERT NUMBER: 2016000045
LIC LEVEL: Certified General Real Estate Appraiser
CURRENT ISSUE DATE: 03/14/2018
EXPIRATION DATE: 03/04/2019
USPAP DUE DATE: 03/04/2020

Qualifications continued...

Appraisal Courses

Appraisal Institute, 7-Hour Solving Land Valuation Puzzles (2018)
McKissock, 7-Hour Appraisals of Owner-Occupied Commercial Properties (2018)
McKissock, 7-Hour National USPAP Update for Non-Residential Property (2018)
Ohio Department of Transportation, 5-Hour Project Data Book (2016)
Ohio Department of Transportation, 15-Hour Valuation of Simplistic Acquisitions (2016)
Ohio Department of Transportation, 5-Hour Appraisal in Ohio under Eminent Domain (2016)
Appraisal Institute, 7-Hour National USPAP Equivalent Course (2016)
Appraisal Institute, 30-Hour General Appraiser Market Analysis and Highest & Best Use (2015)
Appraisal Institute, 7-Hour National USPAP Equivalent Course (2015)
Appraisal Institute, 30-Hour General Appraiser Report Writing and Case Studies (2015)
Appraisal Institute, 35-Hour Advanced Income Capitalization (2014)
McKissock, 60-Hour General Appraiser Income Approach (2014)
Appraisal Institute, 15-Hour Real Estate Finance, Statistics and Valuation Modeling (2014)
Appraisal Institute, 30-Hour Site Valuation and Cost Approach (2014)
Appraisal Institute, 30-Hour Sales Comparison Approach (2014)
Appraisal Institute, 30-Hour Appraisal Principles (2013)
Appraisal Institute, 30-Hour Appraisal Procedures (2013)
Appraisal Institute, 15-Hour National USPAP Course (2013)
McKissock, 3-Hour Fair Housing (2013)



AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

PARTIES TO AGREEMENT

Client: Mr. Rob Krain – Executive Director / Black Swamp Conservancy

Appraiser(s): M. Estela Poetzinger, MAI & Kyle J. Kundrath / Meritus Appraisal Partners, LLC

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

S. Wintergarden Road (Parcel R63-510-260401001000 & part of B08-510-2604011002)

PROPERTY TYPE

Vacant land

INTEREST VALUED

Fee simple

INTENDED USERS

Black Swamp Conservancy

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

To assist Client in negotiating a purchase price

TYPE OF VALUE

Market value as defined by Appraisal Institute

DATE OF VALUE

Current

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

None anticipated

ANTICIPATED SCOPE OF WORK

Site visit

Exterior observation

Valuation approaches

Sales comparison approach

APPRAISAL REPORT

Report option

Appraisal Report

CONTACT FOR PROPERTY ACCESS

N/A (Vacant Land)

DELIVERY DATE

10-14 days

DELIVERY METHOD

E-mail

PAYMENT TO APPRAISER

\$300

*Due upon receipt of the final report.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

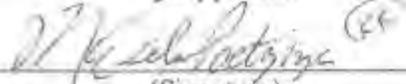
GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

ACCEPTANCE

If the above terms are acceptable, please return signed proposal via fax or e-mail (provided below). In addition, if any client contact information below is missing or incorrect, please make applicable changes.

By Appraiser:



(Signature)

M. Estela Poetzinger, MAI

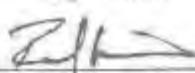
(Printed name)

01/22/2019

(Date)

MERITUS APPRAISAL PARTNERS, LLC
PO BOX 1106
BOWLING GREEN, OHIO 43402
PHONE: 567-413-5005
FAX: 419-954-0299
E-MAIL: Estela@MeritusAP.com

By Client:



(Signature)

Rob Krain

(Printed name)

1/23/19

(Date)

BLACK SWAMP CONSERVANCY
P.O. BOX 332
PERRYSBURG, OHIO 43552
PHONE: 419-833-1025
FAX: 419-872-8197
E-MAIL: Director@blackswamp.org

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	19BT10544

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

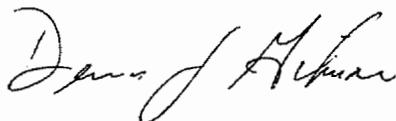
All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

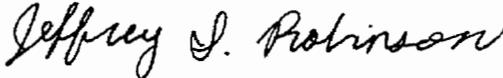
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

BUCKEYE TITLE AGENCY

**21980 W. State Rt. 51
Genoa, Ohio 43430
Telephone: (419) 855-9944
Facsimile: (419) 855-9933**

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

19BT10544

File No.: 19BT10544

1. Effective Date: October 4, 2019 at 07:00 AM

2. Policy (or Policies) to be issued: AMOUNT

a. ALTA Owner's Policy of Title Insurance (6/17/06) \$ 430,000.00

Proposed Insured:

The Black Swamp Conservancy, an Ohio Non Profit Corporation

b.

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple Absolute.

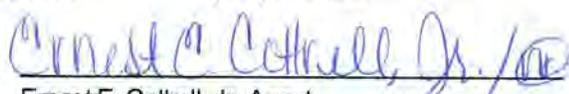
4. Title to the Fee Simple Absolute estate or interest in the land is at the Effective Date vested in:

Kent D. Creps and Carlene M. Creps, Trustees of the Creps Irrevocable Trust dated October 9, 2014, who acquired title by Volume 3325, page 697 of the Wood County Official Records.

5. The land referred to in this Commitment is described as follows:

See Schedule C attached hereto and made a part hereof.

Issuing Agent: Buckeye Title Agency
Agent ID No.: 55-0825446
Address: 21980 West State Route 51
City, State, Zip: Genoa, Ohio 43430
Telephone: (419)855-9944

By: 
Ernest E. Cottrell, Jr., Agent

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	19BT10544

File No.: 19BT10544

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit
 - a. Fiduciary Deed from Kent D. Creps and Carlene M. Creps, Trustees of the Creps Irrevocable Trust dated October 9, 2014 to The Black Swamp Conservancy, an Ohio Non Profit Corporation
3. Satisfactory release or subordination, as to the premises in question, of the following liens:

NONE
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable:

SEE EXCEPTION NO. 11 ON SCHEDULE B-II
5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
6. Obtain from the County Engineer and Auditor approval of the legal description for transfer if the parcel or its legal description have been newly created or if the existing legal description fails to meet current standards.
7. Submit to our office a Resolution from The Black Swamp Conservancy, an Ohio Corporation for Non-Profit, setting forth the following:
 - a) That the corporation is in good standing with the Secretary of State.
 - b) That the corporation has approved and authorized the purchase of said property.
 - c) Which persons are authorized to execute all documents necessary in the purchase of said property.
8. Submission to the Company of a Memorandum of Trust pursuant to ORC 5301.255 stating that the trustee has an unrestricted power to convey subject premises.



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BII

19BT10544

File No.: 19BT10544

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
- X 8. ~~Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.~~ (12)
9. Defects, liens, encumbrances or other matters which would be disclosed by an inspection of the records of the Federal Court System.
10. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
11. Net taxes and assessments in the amount of \$1,303.70 per half are paid for the full year of 2018. Taxes and assessments for 2019 and thereafter are a lien, but not yet computed, nor due or payable. Parcel No. B08-510-260401001002

Net taxes and assessments in the amount of \$223.04 per half are paid for the full year of 2018. Taxes and assessments for 2019 and thereafter are a lien, but not yet computed, nor due or payable. Parcel No. R63-510-260401001000

NOTE: Above tax parcels may be subject to future assessments for ditch maintenance.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

SCHEDULE B - SECTION II

(Continued)

File No.: 19BT10544

Commitment No.: 19BT10544

We have made no examination for taxes or assessments which do not appear on the current tax duplicate.

12. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
13. Easement granted to The Ohio Telephone and Telegraph Company as recorded in Wood County Lease Records Volume 42, page 10. (See Copy)
14. Easements granted to The Northern Ohio Telephone Company as recorded in Wood County Deed Records Volume 401, page 310 and Volume 469, page 467. (See Copies)
15. Easements granted to The City of Bowling Green for electrical transmission lines as recorded in Wood County Deed Records Volume 332, page 436 and Volume 332, page 445. (See Copies)
16. Oil and Gas Leases as recorded in Wood County Lease Records Volume Q, page 290, and Volume 26, page 380, and Volume 28, page 616.
17. Reservation of drain tile use and easements and conditions of record as set forth in Wood County Deed Records Volume 634, page 265. (See Copy)
18. Annexation to The City of Bowling Green as to Parcel No. B08-510-260401001002 by instruments recorded in Wood County Deed Records Volume 729, page 144 and Volume 740, page 198. (See Record)
19. FOR INFORMATION ONLY: Drain tile easement to benefit premises as recorded in Wood County Deed Records Volume 621, page 690. (See Copy)

END
EEC/rlk

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule C	19BT10544

File No.: 19BT10544

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO INCORPORATED HEREIN.

Legal Description
21.9800 Acres

Situated in the State of Ohio, County of Wood, Township of Plain, City of Bowling Green, and located in the Southeast Quarter (1/4) of Section 26, Township 5 North, Range 10 East, First Principal Meridian, and being a parcel of land bounded and described as follows:

Beginning at a stone found marking the East 1/4 Corner of Section 26;

Thence South 02° 05' 45" West, along the east line of the Southeast 1/4 of Section 26, a distance of 673.04 feet to an iron pipe found;

Thence North 88° 37' 20" West, along the north line of a parcel of land conveyed to City of Bowling Green by instrument recorded in Official Records 2613, page 474, a distance of 668.53 feet to a capped iron rebar set marking the northwest corner of said City of Bowling Green parcel;

Thence South 01° 54' 18" West, along the west line of said City of Bowling Green parcel, a distance of 88.36 feet to a capped iron rebar set marking the northeast corner of a parcel of land conveyed to Robin R. Crusa by instrument recorded in Official Records 2442, page 299;

Thence North 88° 27' 56" West, along the north line of said Crusa parcel, a distance of 668.22 feet to a survey nail set, and passing through a capped iron rebar set at 648.22 feet;

Thence North 01° 42' 48" East, along the west line of the East 1/4 of the Southeast 1/4 of Section 26 and also being the centerline of right-of-way of Wintergarden Road (40' R/W), a distance of 756.06 feet to a survey nail set;

Thence South 88° 46' 13" East, along the north line of the Southeast 1/4 of Section 26, a distance of 1341.57 feet to the Point of Beginning of the parcel of land herein described, and passing through a capped iron rebar set at 20.00 feet. This parcel of land is subject to all prior interests of record.

This parcel of land encloses 21.9800 acres of land, of which 0.3472 acres of land lies with the existing right-of-way of Wintergarden Road.

Part of Wood County Auditor Parcel: R63-510-260401001000 (18.5062 acres)

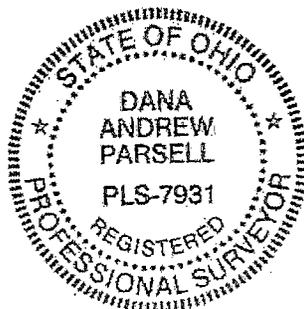
Part of Wood County Auditor Parcel: B08-510-260401001002 (3.4738 acres)

The Basis of Bearings for the legal description herein described was established from prior surveys of record and should only be used for the purpose of describing horizontal angular measurement. Capped iron rebars set are 5/8" diameter steel rebars with identification caps.

I hereby certify the above legal description was prepared from a Boundary Survey performed by Poggemeyer Design Group, Inc. during December of 2008 under my direct supervision.


Dana Andrew Parsell, P.S.
Ohio Professional Surveyor No. 7931

09902177421.9800 acres.wpd



05.27.2009
Date: /

operate and maintain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and or under the property which we own or in which we have any interest in section 25 in the Township of Henry, County of Wood and State of Ohio and upon, along and or under the roads, streets or highways adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and or carry in conduit wires and cables of any other company. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants that no wire line will be erected or permitted on said property which in the judgment of the grantee, its successors and assigns, will interfere with its service or endanger its lines and that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted.

Witness our hands and seals this 17th day of May A.D. 1928 at North Baltimore Ohio

Witness:

A. E. Herbkarsman
Harry W. Deritt

Geo Haen (Seal)
Lizzie O. Haen (Seal)

State of Ohio County of Wood ss;

Before me, a Notary Public in and for said county, personally appeared the above named Geo Haen & Lizzie Haen who acknowledged that they did sign the foregoing instrument and that the same is free act and deed.

In Testimony Whereof, I have hereunder subscribed my name and affixed my notarial seal at No. Baltimore, this 6th day of Feb., 1930.

Fred L. Adams
Notary Public (Notarial Seal)
(Name in Seal)

Received March 4, 1930 at 8:50 A.M.

Recorded March 17, 1930

Fee 60¢

Carl J. Fryman Recorder.

Said sum being received in full payment for the rights herein granted. And the further right to cut all trees within falling distance of line.

Witness my hand and seal this 6th day of June A.D. 1928 at Bowling Green, Ohio

Witness:

Carl D. Redman
A. E. Herbkarsman

Emma Redman (Seal)

State of Ohio, County of Wood ss.

Before me, a Notary Public in and for said county, personally appeared the above named Emma Redman who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunder subscribed my name and affixed my notarial seal

at Bowling Green, this 21 day of Feb., 1930.

Fred L. Adams

401/310

310

NORTHERN OHIO TELEPHONE COMPANY

In consideration of One Dollar and no cents Dollar, (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant unto NORTHERN OHIO TELEPHONE COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain, and remove its lines of telephone and telegraph, together with all necessary conduits, manholes, poles, wires, cables, guys, anchors, fixtures, and appurtenances, upon, across, over, and/or under the property and/or the highway crossing the property which I own, or in which I have an interest, situated in Section 26 in the Township of Plain County of Wood, State of Ohio, and known as E. 1/2 N.W. & W. 1/2 N.E. & N.E. N.E. (50 acres) and N.E. S.W. 9.7 acres in S.E. 1/4 Section 26.

T-5-N R-10-E

Said lines shall be constructed to the following course: From the North property line to the South property line, along the West side of Wintergarden Road. Poles and to Abut the Road property line.

Said grant includes the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least Five (5) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or any other authorized governmental authority to relocate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantors for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property.

WITNESS My hand, this 28th day of November, 1960, Acknowledged in the presence of

Harry L. Favrre

Carl D. Redman

Francis J. Elroy

State of Ohio, County of Wood } ss

Before me, a Notary Public in and for said County, personally appeared the above named Carl D. Redman and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 28th day of November, 1960.



Harry L. Favrre Notary Public in and for Wood County, Ohio

Form 124 Sm 2-57 dat

119

RECORDERS OFFICE, WOOD CO., OHIO Filed Jan 16, 1961, at 10:28 AM Recorded Jan 12, 1961, in Vol. 401, Page 310 Record of Deeds Wood Co., Ohio Paul H. Davis Recorder



P. Ohio Tel Co Ew (12)

469/467

467

NORTHERN OHIO TELEPHONE COMPANY

In consideration of One and no/1.00 ----- Dollar (\$ 1.00) in hand paid, the receipt whereof is hereby acknowledged, do hereby grant unto NORTHERN OHIO TELEPHONE COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain, and remove its lines of telephone and telegraph, together with all necessary conduits, manholes, poles, wires, cables, guys, anchors, fixtures, and appurtenances, upon, across, over, and/or under the property and/or the highway crossing the property which I own, or in which I have an interest, situated in Section 26 in the Township of Plain County of Wood, State of Ohio, and known as W. 1/2 of N.E. 1/4 of S.E. 1/4 of Section 26 and N.E. 1/4 of N.E. 1/4 of S.E. 1/4 of Section 26 T-5-N R-10-E as recorded in record of deeds Volume 456 page 418.

Said lines shall be constructed to the following course: From north property line to south property line along the east right of Way line of Wintergarden Road.

Said grant includes the right, at any time, and for any of the purposes herein specified, of ingress to and egress from the site occupied by the lines of said Company as herein described, and the right to trim from time to time any trees along said lines so as to keep the wires and cables clear thereof for a space of at least five (5) feet with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other Company. If the Company should, at any time and from time to time, be obliged or desire to place its lines underground, or if said Company be required by the State Highway Department or any other authorized governmental authority to relocate all or any part of its said lines, then, the Company may, and it is hereby granted the right so to do. The Company will promptly compensate the said Grantors for any and all loss or damage to said property, including damage to crops and fences, that arise out of the construction, reconstruction, operation or maintenance of its lines on said property.

5791

WITNESS our hands, this 25th day of October, 1968. Acknowledged in the presence of Signed

Shaddan B. Malesh Harry L. Fawri

Irene Redman Carlene Creps

Filed December 8, 1968 11:00 A.M. Deeds Recorded Dec 12, 1968 Vol 469 Page 467 Wood County Recorder

State of Ohio, County of Wood } ss

Before me, a Notary Public in and for said County, personally appeared the above named Irene Redman and Carlene Creps who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of October, 1968.

This instrument prepared by H. L. Fawri Notary Public in and for Wood County, Ohio

Form 124 5m

HARRY L. FAWRI, Notary Public My Commission Expires Dec. 7, 1972

Em (8) Notary Ohio July 1968

EASEMENT

332/436

In consideration of the sum of One Dollar (\$1.00), paid to me/us by the City of Bowling Green, Ohio, and for other good and valuable considerations, receipt of which is hereby acknowledged, I/we Carl Redman

unmarried, hereby grant and convey unto the said City of Bowling Green, Ohio, its successors and assigns, the right and easement to construct, reconstruct, relocate, operate and maintain or remove, at this time or at such time or times in the future as the City of Bowling Green desires, a line or lines for the transmission and/or distribution of electric energy for any and all purposes for which electric energy is now, or may hereafter, be used, with all necessary poles, wires, cables, guy-wires, stubs, anchors, fixtures and appliances, together with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other public or private utility service organization, in, through, over, under and

upon the following described roads or public highways in Plain Township, Wood County, Ohio, namely, the roads and public highways, as now constructed or as same may be constructed, by widening or improving in the future, included in or upon which any part of the following described real estate abuts or adjoins, said real estate being part of Section 26, Town 5 North, Range 10 East, more fully described as follows, to-wit:

The East one-half of the Northwest quarter of the Southeast quarter of Section 26, and the West one-half of the Northeast quarter of the Southeast quarter of Section 26.

Said roads and public highways being:

Wintergarden Road

Also the right and easement to overhang 5 feet of any part of the above described land, adjoining and/or abutting upon the aforesaid roads and public highways, as now constructed or as same may be constructed, by widening or improving in the future.

Together with the right to trim or remove all underbrush, trees or other obstructions along said line or lines, wherever or whenever, in the judgment of the City of Bowling Green such trimming or removal may be necessary in order to properly construct, operate or maintain said line or lines, clear and free from obstructions.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand this day of April 10, 1953.

Acknowledged by each Grantor in the presence of:

Carl D. Redman

C. A. Cassinand

D. T. McKinstry

2325

Pole Line Right of Way

From Carl Redman

To City of Bowling Green, Ohio

RECORDERS OFFICE, WOOD CO., OHIO
Filed April 10, 1953, at 3:30 P.M.
Recorded April 10, 1953, in Vol. 232, Page 4-26. Recd. of Wood Co., Ohio Recorder

STATE OF OHIO
COUNTY OF _____

Before me, a Notary Public, in and for said County, personally appeared the above named Carl Redman who acknowledged that He did sign the foregoing instrument, and that same is His free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 10 day of April, 1953

John E. P...
JOHN E. P...
Notary Public
My Commission Expires



332/445

EASEMENT

Received of the City of Bowling Green, Ohio, the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, in consideration of which I/we, Carl Redman

unmarried, and
husband and wife, heroby grant and convey unto the said City of Bowling Green, Ohio; its successors and assigns, the right and easement to construct, reconstruct, relocate, operate and maintain or remove, at this time or at such time or times in the future as the City desires, a line or lines for the transmission, distribution, and control of electric energy thereover, for any and all purposes for which electric energy is now or may hereafter be used, with all necessary poles, wires, cables, guy wires, stubs, anchors, fixtures and appliances, together with the further right to permit the attachment of and/or to carry in conduit, the wires and/or cables of any other public or private utility service organization, in through, under, over

and upon my/our lands, situated in the township of Plain County of Wood State of Ohio, and being a part of Section 26, Town 5 North, Range 10 West more fully described as follows to-wit:

The East one-half of the Northwest quarter of the Southeast quarter of Section 26, and the West one-half of the Northeast quarter of the Southeast quarter of Section 26.

Together with the rights of ingress and egress to, over and from said premises and the right to remove and keep free any obstructions from and along said line or lines that, in the judgment of the City of Bowling Green, Ohio, will interfere with the construction or safe operation of said line or lines.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand this day of April 10, 1953.

Acknowledged by each grantor in the presence of:

Carl D. Redman

O.A. Carrison

D.T. W. Kuntz

23324 1 2/28

Pole Line Right of Way

From Carl Redman

To City of Bowling Green, Ohio

RECORDERS OFFICE, WOOD CO., OHIO
Filed April 10, 1953 at 10:31 AM
Recorded April 10, 1953 in
Vol. 37, Page 437. Record of
John E. Pendleton, Notary Public, Wood Co., Ohio
City of Bowling Green, Ohio Recorder

STATE OF OHIO }
COUNTY OF _____ } ss:

Before me, a Notary Public, in and for said County, personally appeared the above named Carl Redman

who acknowledged that He did sign the foregoing

instrument, and that same is His free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 10 day of April, 1953

John E. Pendleton
JOHN E. PENDLETON
Notary Public, Wood Co., Ohio
My Commission Expires _____



For assignment see vol. 291
Spending from Oct 1891 to 1896
This is to certify that the above is a true and correct copy of the original as it is on file in the local hotel for nos 101-102
I, Notary Public, John S. Faber, being duly sworn, do hereby certify that the above is a true and correct copy of the original as it is on file in the local hotel for nos 101-102
I, Notary Public, John S. Faber, being duly sworn, do hereby certify that the above is a true and correct copy of the original as it is on file in the local hotel for nos 101-102

Vol Q
Pg 290

Daniel Mercer, This agreement, made and entered into this 17th day of June A.D. 1891, by and between Daniel Mercer, of the County of Wood and State of Ohio, of the first part, and H. G. Bradshaw of Plain Township, Wood County, Ohio, of the second part, Interscith; That the said party of the first part has granted, demised, sold, let and conveyed unto the party of the second part for the purpose, and with the exclusive right of drilling and operating for petroleum and gas, all that certain tract of land situated in Plain Township, Wood County, and State of Ohio, being in Section Twenty Six (26) of the North East one fourth (1/4) of the North West one fourth (1/4) of the South East one fourth (1/4) of the North West one fourth (1/4) of the South East one fourth (1/4) of Section twenty six (26) in Plain Township, Wood County, Ohio, containing in all forty (40) acres, or the same more or less. In witness whereof the right of way and premises to the place of operation, the right to lay pipes to any well or wells for oil and gas, and the right to remove any machinery or fixtures thereon and to use the same for and during the term of ten years from the date hereof. The said party of the second part, the party of the second part are to pay to the party of the first part, the full equal one fourth (1/4) part of the net proceeds of the oil and gas produced from the premises, and to deliver the same free of expense into the hands of the party of the first part, and should gas be found in sufficient quantities to justify working the same, the consideration in full to the party of the first part shall be had, per annum for the gas from each well, so long as it shall be sold, thus from

and gas free of cost for house hold use on the premises. It is further agreed, that the party of the second part shall complete a well on the above described premises within two years from the date hereof, and sooner if necessary to the protection of lines. And a failure to complete such well shall render this lease null and void, unless unavoidable delays, excepted, said second party agrees to fully protect said lines, and drill as soon as well as may be necessary for thoroughly drilling said land. It is understood that all the terms and conditions between the parties hereto shall extend and apply to their respective heirs, executors, administrators and assigns. In witness whereof the said parties have hereunto set their hands and seals, the day and year first above written.

Signed and delivered in presence of:
Daniel Mercer (seal)
H. G. Bradshaw (seal)
State of Ohio, County of Wood ss =

On this 21st day of April, A.D. 1892, before me a Notary Public, in and for said County, personally appeared the above named Daniel Mercer, and H. G. Bradshaw, and acknowledged that they did sign and read the within instrument, and that the same is their free act and deed, for the use and purposes therein named.

John S. Faber, Notary Public, Wood County, Ohio. (seal)

April 21, 1892.

For a valuable consideration I hereby transfer and set over to the Crown Oil Company, all my right, title and interest in the within lease.

H. G. Bradshaw

For value received, the undersigned hereby transfers and assigns to W. H. Millikin, all his right, title and interest (being one eighth) in the within lease, and all rights and properties thereto belonging, in witness whereof, I have hereunto set my hand this 21st day of October, 1892.

Signed in presence of:
J. R. Hankley
John S. Faber (seal) The State of Ohio, Wood County ss =
of October, 1892, personally came John R. Hankley the grantor, who acknowledged that he signed the foregoing instrument, and that the same is his free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

John S. Faber, Notary Public, Wood County, Ohio. (seal)

Received December 13, 1892. Recorded December 22, 1892.

Chris Finkbeiner Recorder.

Robert Place. In consideration of the sum of One Hundred Dollars the receipt of which is hereby acknowledged Robert Place, first party, hereby grant unto The Ohio Oil Company, an Ohio Corporation, second party, its successors and assigns all the Oil and gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, and to erect and maintain all buildings and structures, and lay all pipe necessary for the production and transportation of oil, gas and water from said premises. Excepting and reserving however, to first party, the one sixth part of all oil produced and saved from said premises, to be delivered in the pipe line with which the second party may connect its wells namely: All that certain lot of land situate in the township of Plain County of Wood in the State of Ohio bounded & described

as follows, to-wit:

East $\frac{1}{2}$ of north $\frac{1}{2}$ of N. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of Sec. 26, containing ten acres, more or less. Second party agrees if gas only is found, to pay One Hundred Dollars each year, in advance, for the product of each well while the same is being used off the premises, and first party to have gas free of cost to heat all stoves in dwelling house during the same time. If however first party shall request it, second party shall bury all oil and gas lines, and pay all damages done to growing crops by reason of burying and removing said pipe lines. No well shall be drilled nearer than - feet to the house or barn on said premises, and no well shall occupy more than one acre. In case no well is completed within thirty days from this date, then this grant shall become null and void, unless second party shall pay to said first party One Dollar in advance for each day thereafter such completion is delayed. The second party shall have the right to use sufficient gas and water for all their operations, and also the right to remove all its property at any time, including the right to draw and remove casing. If oil is found in paying quantities in first well drilled or second well to be completed within 60 days thereafter or forfeit half the land.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors and assigns.

In Witness Whereof, The parties hereto have hereunto set their hands and seals this 3rd day of November, A.D. 1903.

Signed, sealed and delivered in the presence of E. L. Palmer, F. E. Hurley,
S. C. M^o Knight.

C. C. Simmons.

Robert Place, (seal)
The Ohio Oil Company,
By J. C. Donnell,
First Vice President.

State of Ohio, County of Wood, ss. On the 3rd day of November A.D. 1903, before me, the subscriber, a Notary Public, in and for said county, personally appeared Robert Place, to me known to be the person named in and who executed the foregoing instrument, and in due form of law acknowledged the same to be his act and deed, for the uses and purposes therein mentioned, and advised that it might be recorded as such. Witness my hand and official seal.

For account see Vol. 34 page 33 For account see Vol. 27 page 623
 " " " 35 " 704 " " " 625
 " " " 36 " 434 " " " 151
 " " " 37 " 49 " " " 125
 " " " 38 " 47 " " " 453
 " " " 39 " 625 " " " 891
 " " " 40 " " " " 970

271

William V. Redman et al.
 - To -
 G. Reuser

In consideration of the sum of one dollar and the covenants and agreements herein contained Wm. William V. Redman and Emma Redman, first party hereby grant unto G. Reuser second party, his heirs or assigns, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon for the purpose of drilling or operating for oil, gas or water, to erect, maintain and remove all structures, pipe-lines and machinery necessary for the production and storage of oil, gas or water, namely: A lot of land situate in the Township of Plain, County of Wood in the State of Ohio, bounded and described as follows:

The East half (1/2) of the North West quarter (1/4) of the South East quarter (1/4) and the West half (1/2) of the North East quarter (1/4) of the South East quarter (1/4) of Section 26 Town 05, Range 10 East, Plain Township, Wood County, Ohio, containing forty (40) acres more or less.

The above grant was made on the following terms: Should oil be found in paying quantities upon the premises, second party agrees to deliver to first party in the pipe line with which it may connect the well or wells, the one sixth part of all the oil and saved from said premises.

If gas only is found, second party agrees to pay Two hundred dollars each year for the product of each well while the same is being used off the premises, and first party shall have gas free of expense to light and heat the dwelling now on said premises.

No well shall be drilled nearer than Two hundred feet to the house or barn on said premises, and no well shall occupy more than one acre.

The second party shall have the right to use sufficient gas, oil or water to run all machinery used by him in carrying on his operations on said premises, and the right to remove all his property at any time. If no well is completed within sixty days from this date, then this grant shall become null and void unless second party shall pay to first party fifteen dollars for each month.

thereafter such completion is delayed. Said first parties to have gas free of charge for use in house, but must furnish the pipe for conducting the same to the house. Said second party agree to protect all lines, said party agree to bury oil lines when requested to do so, said second party agree to pay all damage to growing crops.

In Witness Whereof, the parties have hereunto set their hands this 7th day of December A.D. 1899.

Witness
Edward Beverstock
Edward Neler
Louis C. Linderman
D.H. Foley
William V. Redman
Emma Redman
G. Reusers

Revenue
\$1.00
Stamp

The State of Ohio County of Wood, s.s.

Be it remembered that on this 18th day of January in the year of our Lord one thousand nine hundred and one, before me the subscriber a Notary Public in and for said County, personally came William V. Redman and Emma Redman who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

In testimony whereof I have hereunto set my hand and official seal on the day and year last aforesaid.

Notarial Seal

Edward Beverstock, Notary Public,
Wood County, Ohio.

State of New York New York County, s.s.

Be it Remembered that on this 28th day of January A.D. 1901 before me the undersigned a Notary Public in and for said county personally came G. Reusers, who acknowledged the signing and sealing of the foregoing instrument to be his own free act and deed for the uses and purposes therein mentioned and expressed.

In Testimony Whereof I have hereunto set my hand and seal this day and year last written

Notary Public's Seal

Washington Michael's Notary Public
Kings Co.

Certificate filed in New York

Filed Jan. 21st 1902 at 9⁵⁰ o'clock A.M.

Recorded Feb 3rd 1902,

D.W. Bowman,
Recorder.

WARRANTY DEED, short form, no release of dower.—No. 24. (Reprinted 11/85)



Registered in Anderson

VOL 634 PG 265

Know All Men by These Presents

That⁽¹⁾ Kent D. Creps and Carlene M. Creps, husband and wife

734 Wintergarden Road, City of Bowling Green, Wood County, Ohio,
in consideration of \$1.00 and other good and valuable consideration
to us in hand paid by Robert B. Korsnack, Jr. and Sally F. Korsnack, Grantees
whose address is Wintergarden Road, Bowling Green, Ohio

do hereby **Grant, Bargain, Sell and Convey**
to the said Robert B. Korsnack, Jr. and Sally F. Korsnack

their heirs

and assigns forever, the following described **Real Estate**,⁽²⁾

(See Exhibit A attached hereto and made a part hereof.)

Said premises are subject to the following conditions:

- 1) Grantors herein for themselves, their heirs and assigns hereby reserve a permanent easement over an existing North-South 6 inch main drain tile located approximately 100 feet west of the east line of the aforesaid described premises. Grantors, their heirs and assigns shall have the right to enter easement premises to maintain and repair said tile and will be responsible to the above Grantees for any damages incurred thereby.
- 2) Grantees, their heirs and assigns, shall have the right to tap into said drain tile but may not erect any structures within 15 feet of said easement area nor plant any trees within 50 feet of said main tile line.
- 3) In the event of new construction activity on the above premises, Grantees shall repair all damaged drainage tiles and will be responsible for re-routing and reconnecting said tiles so as to keep adjacent premises to the north, retained by grantors, in a well-drained state. Said tile must have adequate covering (as a fiberglass wrap) to prevent its filling with sand.
- 4) Grantors shall retain all 1988 crop proceeds.
- 5) Grantors shall pay all Agricultural Recoupment Taxes allocated to said premises.

and all the **Estate, Right, Title and Interest** of the said grantors in and to said premises; **To have and to hold** the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever. And the said Kent D. Creps and Carlene M. Creps, husband and wife,

do hereby **Covenant and Warrant** that the title so conveyed is **Clear, Free and Unincumbered**, and that we will **Defend** the same against all lawful claims of all persons whomsoever, except taxes and assessments due and payable after the date hereof.

Grantors acquired title to the above premises by Volume 590 of Deeds, pages 868 and 870, Volume 456 of Deeds, page 418, Volume 459 of Deeds, page 343 and Volume 503 of Deeds, page 466.

⁽¹⁾ Show marital status.

⁽²⁾ Description of land or interest therein and encumbrances, reservations, and exceptions, if any; also show reference by volume and page to prior recorded instrument under which grantor claims title.

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In Witness Whereof, the said grantors have hereunto set our hands, this day of 15th November, 1988.

Signed and acknowledged in presence of us:

Wm. A. Harlett
Debt Van Yozhis

Kent D. Creps
Kent D. Creps

Carlene M. Creps
Carlene M. Creps

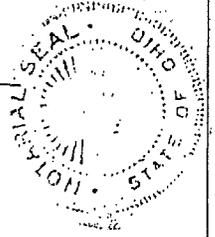
State of Ohio, WOOD County, ss.

On this 15th day of November, 1988, before me, a Notary Public in and for said County, personally came Kent D. Creps and Carlene M. Creps, husband and wife, the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

Linda L. Fessel
Notary Public, State of Ohio
My Commission Expires 9-15-89

This instrument was prepared by Wm. A. Harlett, Atty.
119 E. Court
Bowling Green, OH 43402



Warranty Deed

From

Kent D. Creps
and
Carlene M. Creps

To

Robert B. Korsnack, Jr.
and
Sally F. Korsnack

Transferred _____ 19

County Auditor.

State of Ohio,

County, ss.

Presented for record on the _____ day
of _____ 19____, at _____
o'clock, _____ M.

Recorded _____ 19____
in Deed Book No. _____ Page _____

County Recorder.

EXHIBIT A

Being a parcel of land situated in the southeast quarter (1/4) of Section twenty-six (26), Town five (5) North, Range ten (10) East, Plain Township, Wood County, State of Ohio and being more particularly described as follows: Commencing for the same at the southeast corner of the northwest quarter (1/4) of the southeast quarter (1/4) of said Section twenty-six (26), said corner also being on the centerline of Wintergarden Road, thence north one (1) degree, twenty-seven (27) minutes, twelve (12) seconds east along the centerline of said Wintergarden Road, said centerline also being the east line of the northwest quarter (1/4) of the southeast quarter (1/4) of said Section twenty-six (26) a distance of two hundred fifty-three (253) feet to the point of beginning; thence continuing north one (1) degree, twenty-seven (27) minutes, twelve (12) seconds east along the centerline of said Wintergarden Road a distance of three hundred thirty (330) feet to a point; thence south eighty-eight (88) degrees, forty-three (43) minutes, thirty-two (32) seconds east parallel to the south line of the northeast quarter (1/4) of the southeast quarter (1/4) of said Section twenty-six (26) a distance of six hundred sixty-eight and twenty-six hundredths (668.26) feet to the east line of the west half (1/2) of the northeast quarter (1/4) of the southeast quarter (1/4) of said Section twenty-six (26), thence south one (1) degree, thirty-eight (38) minutes, forty-four (44) seconds west along the east line of the west half (1/2) of the northeast quarter (1/4) of the southeast quarter (1/4) of said Section twenty-six (26) a distance of three hundred thirty (330) feet to a point; thence north eighty-eight (88) degrees, forty-three (43) minutes, thirty-two (32) seconds west parallel to the south line of the northeast quarter (1/4) of the southeast quarter (1/4) of said Section twenty-six (26) a distance of six hundred sixty-seven and fifteen hundredths (667.15) feet to the point of beginning,

R63-01948-12 10-5-26 N330' S583' W668.26' NESE 5.06AC

mmdr 21.07

APPROVED
NO PLAT REQUIRED
WOOD COUNTY PLANNING
COMMISSION

This Deed is a division of an existing parcel, and must be approved by the Wood County Engineer before recording.
APPROVED *Anthony L. Allison*
WOOD COUNTY ENGINEER

David K. Mueser
11-16-88

S. S. [Signature]
11/16/88

TRANSFERRED 50
THIS CONVEYANCE HAS BEEN EXAMINED
AND THE GRANTOR HAS COMPLIED WITH
SECTION 319.202 OF THE REVISED CODE.

NOV 16
FEE 70.00 EXEMPT
HAROLD R. GATESON
WOOD COUNTY AUDITOR

VOL 634 PG 268

and parcel containing in all 5.058 acres of land, more or less,
subject to all legal highways.

11739

RECORDER'S OFFICE, WOOD COUNTY, OHIO

Received and Recorded

Nov. 16 19 88 at 9:30 A.M. in
Vol. 634 Page 265 Record of Deed

Sue Kinder
SUE KINDER, RECORDER *10/14/88*

(1) Robert Koronack Jr.
842 Jefferson
Boulevard Green O 43402

Vol. 621 Page 0690

EASEMENT

The First Baptist Church of Bowling Green, aka First Baptist Church, 749 South Wintergarden Road, Bowling Green, Ohio, an Ohio corporation, Grantor, for good and valuable consideration hereby grants unto Kent D. Creps and Carlene M. Creps, 734 South Wintergarden Road, Bowling Green, Ohio, Grantees, an easement to lay, maintain, repair and/or remove a single drain tile up to ten (10) inches in size, over and through the hereinafter described real estate belonging to Grantor to connect with a catch basin situated in the southeast corner of said real estate; said drain tile to be laid and buried beneath the surface.

Grantees shall pay Grantor for all damages to crops, fences, yard, landscaping, sidewalks, driveway or parking lots, caused by laying, maintaining, repairing and/or removing said drainage tile.

Said single line of drainage tile to tap into said catch basin and extend in a straight line in a northerly direction no more than ten (10) feet west of and parallel to the east line of Grantor's property, to the property of Grantees herein. Said property described as follows:

The South Two hundred fifty three (253) feet of West one-half (1/2) of the Northeast quarter (1/4) of the Southeast quarter (1/4) of Sec. 26, T5N, R10E, Plain Twp., Wo. Co., Ohio & containing 3.87 acres of land more or less, but subject to easement for legal highways.

This grant shall be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

Dated this 1st day of July, 1987.

IN THE PRESENCE OF:

Witness to Signatures of Grantor: Jay P. ...; Witness to Signatures of Grantor: Keith A. ...; Witness to Signatures of Grantees: ...; Witness to Signatures of Grantees: Meryl ...

THE FIRST BAPTIST CHURCH OF BOWLING GREEN, Grantor; By: ... Chairman; BY: Craig J. ... Secretary; Kent D. Creps, Grantee; Carlene M. Creps, Grantee

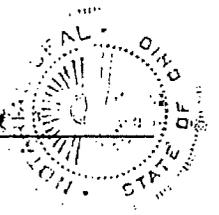
STATE OF OHIO WOOD COUNTY, ss:

Be it remembered that on this 24 day of May, 1987, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Tim Hainen, Chairman, and Craig Radakausz, Secretary of the First Baptist Church of Bowling Green, aka First Baptist Church, Grantor, whose names are subscribed to and who executed the foregoing instrument, and for themselves and as such officers respectfully, and for and on behalf of said corporation acknowledged the signing and execution of said instrument by authority of the Board of Directors, and on behalf of said corporation; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free act and deed of said corporation for the uses and purposes in said instrument mentioned.

I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

DAVID A. MOOSE
Notary Public, State of Ohio
My Commission Expires Aug. 5, 1989.

David A. Moose
Notary Public



STATE OF OHIO
WOOD COUNTY, ss:

Be it remembered that on this 1st day of July, 1987, before me, the subscriber, a Notary Public in and for said County and State, personally came Kent D. Creps and Carlene M. Creps, the Grantees herein, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Robert W. Johnson
Notary Public
Attg - at - Law
No Expiration Date



08831

RECORDER'S OFFICE, WOOD COUNTY, OHIO

Received and Recorded

July 1 1987 at 4:01 P. M. In

Vol. 621 Page 690 Record of Deeds

Sue Kinder 10⁰²
SUE KINDER, RECORDER

Carlene M. Creps
734 S. Wintergarden
RPOH