

VILLAGE OF WESTFIELD CENTER

ORDINANCE 2023-12

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO GRANT FUNDING, PURCHASING AND FILING DEED RESTRICTIONS FOR THE PURCHASE OF WESTFIELD WOODS

Whereas, Western Reserve Land Conservancy (WRLC) approached the Village to offer assistance in acquiring 44.7738 acres of property for sale within the Village of Westfield Center (Village). The legal description is attached as Exhibit D.

Whereas, The purchase price of the property is \$1,400,000. The Village applied and received a seventy five percent (75%) State of Ohio grant through Clean Ohio Conservation Fund administered by Ohio Public Works Commission (OPWC). The Village also applied for and received the Land and Water Conservation Fund grant from the National Park Service administered by Ohio Department of Natural Resources (ODNR) for the matching funds of \$350,100. Additional private funding of \$7,000 was donated to WRLC to apply toward the purchase if needed.

Whereas, the Clean Ohio Conservation Fund grant requirements places restrictions on the property attached as Exhibit A.

Whereas, WRLC will place a Conservation Easement and Covenant for Stewardship Fees against the property as outlined in Exhibit B.

Whereas, the LWCF grant requirement places restrictions on the newly purchased property and also the existing park as outlined in Exhibit C.

NOW THEREFORE, be it resolved that the Council of the Village of Westfield Center;

SECTION 1. Authorizes the Mayor of the Village of Westfield Center to execute grant documents, purchase documents and deed restrictions related to purchasing the property.

SECTION 2. An emergency is hereby declared and this ordinance shall take effect at the earliest opportunity provided for by law.

Passed: December 5, 2023

Thomas Horwedel, Mayor

Deborah Runser, Fiscal Officer

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (this "Declaration") is made on this ____ day of _____, 2023 by Village of Westfield Center, a political subdivision of the State of Ohio (the "Declarant").

RECITALS

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

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.

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.

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, which the Property shall be subject to the following:

1. The Property shall only be used and improved for conservation purposes. Use and management practices must benefit or maintain current environmental quality, habitat, or water resources.
2. In order to ensure that the Property's natural resource values are preserved, Declarant agrees to limit the future use of the Property to passive park uses and all future development will be limited to those improvements typically associated with passive parks, such as, but not limited to, a small footprint play structure, pavilions, paved trails, parking areas, roads for access to parking areas and for management and maintenance of the Property. Use and management practices must benefit or maintain current environmental quality, habitat, or water resources.
3. Immediately following the transfer of title to Declarant, Declarant will then grant a conservation easement ("CE") on the Property to Western Reserve Land Conservancy in order to further establish use and development restrictions consistent with the restrictions contained herein.
4. The Property shall not be built upon or developed without prior written permission of OPWC.
5. The Property will not be subdivided.

§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, the OPWC. This Declaration and the covenants and restrictions shall not be amended, released, extinguished or otherwise modified without the prior written consent of the 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, as described in Exhibit A, should fail to observe the covenants and restrictions, the Declarant or its successors or assigns, as the case may be, shall pay to the OPWC upon demand from the Director the following: (i) all Grant funds disbursed to the Declarant; and (ii) liquidated damages equal to 100% of the funds disbursed by the OPWC for the Project. Declarant acknowledges and agrees that (a) it is extremely difficult and impractical to ascertain the extent of the damages caused by a breach of the covenants and restrictions set forth in this Declaration; (b) the provisions of this Declaration are unique and money damages would not provide an adequate remedy for any breach thereof; and (c) the remedies set forth in this Section 3 are reasonable and appropriate and are a specifically-bargained-for material inducement for and condition to, without limitation, the OPWC making the Grant to Declarant. Notwithstanding anything in this Declaration or any other document, agreement or application executed or delivered in connection with the Grant to the contrary, the covenants and restrictions set forth in this Declaration shall continue in full force and effect notwithstanding Declarant's payment of the liquidated damages contemplated in this Section 3, and the OPWC's receipt of any such liquidated damages payment shall not be construed as a release or waiver of the covenants and restrictions set forth in this Declaration. The 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 the OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce later 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 the 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 including, without limitation, surface rights or interests or rights or interests in soil, sand, gravel, oil, natural gas, minerals or other materials, or interests in or control of Declarant, without the prior written consent of the OPWC, which consent may be withheld in its sole and absolute discretion.

§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: Village of Westfield Center
6701 Greenwich Road
PO Box 750
Westfield Center, OH 44251
Attn: Mayor

OPWC: Ohio Public Works Commission
P.O. Box 224
Pataskala, OH 43062
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 _____, 2023.

DECLARANT: VILLAGE OF WESTFIELD CENTER

By: _____

Name: Thomas Horwedel

Title: Mayor

STATE OF OHIO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Thomas Horwedel, Mayor of the Village of Westfield Center, on behalf of the Village of Westfield Center.

Notary Public

This instrument was prepared by:

Attachment: Legal Description of Property

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

This Grant of Conservation Easement and Covenant for Stewardship Fees (this “**Grant**” or this “**Conservation Easement**”) is made by the Village of Westfield Center (“**Grantor**”), a political subdivision of the State of Ohio, to Western Reserve Land Conservancy (“**Grantee**”), an Ohio nonprofit corporation.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of one parcel of real property aggregating approximately 44.7738 acres in area, located on Grant Drive in the Village of Westfield Center, Medina County, Ohio (the “**Property**”), known as permanent parcel number 044-22A-02-016 and legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Grantor desires to grant a conservation easement on a portion of the property aggregating approximately 41 acres in area (the “**Protected Property**”), and further described and depicted in a Baseline Documentation Report designated Exhibit B, attached hereto and made a party hereof; and

WHEREAS, the Protected Property possesses significant scenic, natural, and open space values (collectively, the “**Conservation Values**”) of great importance to Grantor, Grantee, to the residents of the Village of Westfield Center, Medina County, and to the State of Ohio; and

WHEREAS, as a condition to Grantor’s receipt of the Funds, Grantor has agreed to restrict the use of the Protected Property as set forth in this Conservation Easement, with the intent that such restrictions run with the land; and

WHEREAS, Grantor and Grantee agree that the Baseline Documentation Report provides an accurate representation of the Protected Property and the Conservation Values as of the effective date

of this Grant and that it is intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and

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

WHEREAS, the Protected Property is located within five (5) miles of two (2) other properties permanently protected by Grantee, totaling approximately 96 acres, and within close proximity to the Rivendell Nature Preserve, totaling 203 acres, thereby creating a significant opportunity to connect those properties and the Protected Property to establish a corridor of preserved properties in this area of recent high development pressure; and

WHEREAS, the Protected Property has outstanding scenic qualities that can be enjoyed by the general public; namely, the open space views from approximately 180 feet of road frontage in the Village of Westfield Center, Medina County, Ohio; and

WHEREAS, the Protected Property contains approximately 1,225 linear feet of headwater tributaries to Killbuck Creek, a tributary of the Walhonding River Watershed; and

WHEREAS, the Protected Property contains tree species such as cottonwood, American elm, silver maple, pin oak, sycamore and black walnut; and

WHEREAS, the Protected Property contains herbaceous species such as common boneset, black cohosh, sensitive fern, flat-topped goldenrod, Ohio goldenrod, Jack-in-the-pulpit, great blue lobelia, common milkweed and wingstem; and

WHEREAS, Grantee is a charitable organization referred to in Section 5301.69 of the Ohio Revised Code ("ORC") and Section 501(c)(3) of the Internal Revenue Code of 1986 ("IRC"), as amended, and the regulations promulgated thereunder, and is authorized to acquire conservation easements in accordance with the provisions of ORC Section 5301.69(B); and

WHEREAS, Grantee is a "qualified organization," as that term is defined in IRC Section 170(h); and

WHEREAS, Grantor and Grantee recognize the aforesaid Conservation Values of the Protected Property in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively, the common purpose of (a) conserving and protecting the Protected Property in perpetuity as natural habitat for plants and wildlife, (b) providing long-term benefits to the citizens of the Village of Westfield Center, Ohio and Medina County by operating the Protected Property as a Passive Use Park (as hereinafter defined), and (c) preventing the use or development of the Protected Property to preserve, conserve and protect the natural features of Medina County, Ohio; and

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

WHEREAS, “Passive Park Uses” excludes active recreational uses, such as sports fields and courts, golf courses and motor vehicle tracks, but includes uses and management practices which (a) maintain and enhance environmental quality, (b) provide sanctuary for native plants and animals, (c) avoid significant degradation of soils, wildlife, plant habitats and water quality by use of vegetative buffers along streams and wetlands, and (d) limit physical alteration of the Protected Property to creation and maintenance of trails and to the Future Improvements and to those activities not otherwise restricted by subparagraph 4(c); and

WHEREAS, “ecological, scientific, educational, and aesthetic value,” “natural, scenic and open condition” and “natural values” as used herein shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Protected Property at the time of this Grant, meaning that native plants and wildlife are permitted to exist in a relatively natural state; and

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

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

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

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual promises, covenants, terms, conditions and restrictions hereinafter set forth, with the intention of making an absolute and unconditional gift, Grantor does hereby grant, give, and convey unto Grantee its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property as scenic, natural, and open areas, and as habitat for plants and wildlife and as a Passive Use Park, and together with the right of visual access to and views of the Protected Property in its scenic, natural and predominately undeveloped wooded and open

condition. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described in this Grant.

A. PURPOSES FOR WHICH THIS CONSERVATION EASEMENT IS GRANTED:

This Conservation Easement is granted for the purposes (the “**Conservation Purposes**”) of the (a) protection of a relatively natural habitat of fish, wildlife or plants, or similar ecosystems, (b) preservation of open space and forest land, together with the right of visual access to and a view of the Protected Property by the general public in its scenic, relatively natural and predominantly undeveloped, wooded and open condition, which will yield a significant public benefit, and (c) use of the Protected Property as a Passive Use Park in order to preserve and foster outdoor recreation and education of the general public.

B. TERMS, CONDITIONS, AND RESTRICTIONS OF THIS CONSERVATION EASEMENT:

1. General Reserved Rights.

- (a) Ordinary Rights and Privileges of Ownership. Grantor reserves all ordinary rights and privileges of ownership, including the right to sell and lease the Protected Property, the right to implement generally acceptable improved forest management practices and sell carbon offset credits associated with the Protected Property, as well as the right to continue the use of the Protected Property for all purposes consistent with the Conservation Purposes not destructive of Conservation Values, and not expressly prohibited or conditioned hereunder; provided that nothing contained in this Conservation Easement shall relieve Grantor of any obligation with respect to the Protected Property or restrictions on the use of the Protected Property imposed by law. Grantor reserves the right to engage in all acts or uses on the Protected Property that are not prohibited by governmental statute or regulation, are not expressly prohibited or conditioned herein, and are not inconsistent with the Conservation Purposes.
- (b) Use of Fertilizers and Herbicides. Grantor reserves the right to use natural and chemical fertilizers and herbicide controls on the Protected Property; provided such use is in compliance with all applicable federal, state and local statutes and regulations, but only to the extent such use does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes.

- (c) Tree Planting. Grantor reserves the right to plant anywhere on the Protected Property a diversity of native or non-invasive species of trees, shrubs and herbaceous plant materials in a manner that does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes. Provided, also, the Grantor will not introduce into the Protected Property any plant species as defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. The Grantor may reseed disturbed areas with high quality, certified weed-free seed that is commonly used and that is acceptable to the natural resource agencies in the State of Ohio.
- (d) Tree Removal. Grantor reserves the right to remove (i) from anywhere on the Protected Property dead, downed (by natural causes), significantly diseased or materially damaged trees and trees that pose a danger to human life or neighboring properties, (ii) from anywhere on the Protected Property any existing or future trees, consistent with generally accepted improved forest management practices, that would increase the carbon sequestration of the Protected Property to enable Grantor to include the Protected Property in a carbon offset project area, and (iii) trees from areas within which existing trails are being widened or new trails created (as provided in subsection 4(c)); provided, however, that any such removal does not materially impair significant conservation interests as described in the IRC.

2. **Major Reserved Rights.**

- (a) Future Improvements. Notwithstanding anything to the contrary contained in this Grant, Grantor and Grantee agree that non-residential structures and associated improvements typically used in parks, such as, but not limited to, pavilions, parking areas, roads for access to parking areas and for management and maintenance activities, restroom facilities, fencing, landscaping and lawns (collectively, the “**Future Improvements**”), may be constructed and thereafter maintained (including mowing of the lawns), remodeled or expanded anywhere on the Protected Property.
- (b) Restoration Activities. Grantor reserves the right, notwithstanding any provision to the contrary in this Grant, to engage in restoration and other long term management activities consistent with and as necessary to further the purposes of Grantor’s natural resource management plan, which may be periodically updated; provided that such restoration and long term management activities are not detrimental to water quality,

significant natural habitats, or the scenic qualities of the Protected Property and are otherwise consistent with the Conservation Purposes and Conservation Values.

3. **Notice of Exercise of Reserved Rights.** As required by IRC regulations Section 1.170A-14(g)(5)(ii), Grantor agrees to notify Grantee, in writing, before exercising any Major Reserved Right reserved by Grantor in paragraph 2 of this Grant, which shall be subject to Grantee's approval or withholding of approval pursuant to paragraph 7, below.

4. **Use Restrictions.**

(a) **Structures; Signs.**

(i) **Structures.** Except for the Future Improvements, and except as may otherwise be provided in this Grant, no residential, commercial, governmental or industrial structures, including, but not limited to, buildings, outbuildings, communication towers, asphalt, concrete or other impermeable surfaces, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.

(ii) **Signs.** Except as may otherwise be provided in this Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs which are reasonably consistent with the use and operation of the Protected Property as a passive use park and whose placement, number and design do not significantly diminish the scenic character of the Protected Property, including signs that (A) state the name and address of the Protected Property; (B) state the fact that the Protected Property is protected by this Conservation Easement; (C) facilitate directions; (D) promote educational activities; (E) post the Protected Property to control unauthorized entry or use; and (F) identify sources of funding as required by such sources. Nothing contained herein shall prohibit short-term, temporary signs, advocating or opposing political causes or candidates, provided that such signs are installed within a reasonable time period prior to political elections and removed immediately after same.

(b) **Waste Disposal.** Except for leaves, mulch, wood chips and other similar materials typically used in the creation of compost (collectively, the "Compost Materials") generated on the Protected Property or for Compost Materials brought onto and used exclusively on the Protected Property for landscaping purposes in a manner compatible with the Conservation Purposes, there shall be no (i) dumping of Compost Materials

or of soil, trash, garbage, waste, or other unsightly or offensive material; (ii) placement of underground storage tanks; or (iii) application, storage, or placement of raw, untreated municipal, commercial or industrial sewage sludge or liquid generated from such sources on the Protected Property.

- (c) Filling or Excavation. Except as may otherwise be provided in this Grant, there shall be no fillings, excavations, construction of roads or other changes in the general topography of the Protected Property in any manner except the maintenance of existing and permitted low-impact, pervious trails or access roads (including placement of culverts and bridges associated with such trails or roads) and that caused by the forces of nature; provided, however, that existing trails may be widened and new trails may be created so long as they do not exceed eight feet in width, they are not covered with impervious materials and any tree removal involved in such widening or creation is restricted exclusively to the trail corridors. All trails and roads will be limited in scope and all trails and roads will be installed and maintained using best management practices to prevent soil erosion and other impacts on the Protected Property. Any activities permitted by this subparagraph 4(c) shall not be detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and shall be otherwise consistent with the Conservation Purposes and the Conservation Values.
- (d) Mining. Pursuant to IRC Section 170(h)(5)(B), there shall be no surface mining permitted on the Protected Property.
- (e) Oil and Gas Exploration. Except as otherwise may be permitted in this Grant, there shall be no drilling for oil, gas or similar substances from the Protected Property.
- (f) Habitat Disturbance. Except as otherwise permitted in this Grant, Grantor shall not cut down, remove or destroy trees or other vegetation.
- (g) Power Lines or Communications Towers. Except for utility infrastructure necessary for structures, uses and activities permitted on the Protected Property and as may be permitted by utility easements of record at the time of this Grant, there shall be no utility infrastructure or communications towers erected on the Protected Property and no interests in the Protected Property shall be granted for such purpose.
- (h) Manipulation of Water Courses. There shall be no manipulation or alteration of natural water courses, marshes, or other water bodies or activities or uses detrimental to water quality; provided that existing lakes, dams and ponds, if any, on the Protected Property may be maintained, repaired, replaced and expanded. The Protected Property includes

all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, the “**Water Rights**”). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the consent of Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the consent of Grantee.

- (i) Limitation on Motor Vehicles. No motorized vehicles shall be operated on the Protected Property except in the confines of the driveways and parking areas included in the Future Improvements and for pickup trucks, tractors, and non-recreational all-terrain vehicles that are used in connection with maintenance, monitoring and management activities. Any permitted use of motorized vehicles on the Protected Property shall be in such a manner so as not to cause rutting or other damage to the surface of the Protected Property that could create a potential for erosion or contribute to other adverse impacts to the Conservation Values.
 - (j) Density Yield; Transfer of Development Rights. The acreage constituting the Protected Property shall not be taken into consideration and may not be used when calculating the lot area, building density, lot coverage, open space, or natural resource use for any future development of any property. Grantor may not transfer (whether or not for compensation) any development rights encumbered or extinguished by this Grant.
 - (k) Subdivision. Except as may be otherwise provided in this Grant, the parcel presently constituting the Protected Property shall not be divided and any transfer of the Protected Property must include the entire parcel.
 - (l) Commercial Recreational Use. Except for those uses considered “*de minimis*” according to the provisions of IRC Section 2031(c)(8)(B), there shall be no commercial recreational use of the Protected Property.
5. Real Property Interest. This Conservation Easement constitutes a real property interest immediately vested in Grantee binding upon Grantor and Grantee, their respective agents, personnel, representatives, heirs, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.
6. Right to Enter and Inspect. Grantee, or its duly authorized representatives, may enter the Protected Property at all reasonable times, after not less than 24 hours written or telephone

notice, for the purposes of inspecting the Protected Property in order to further the objectives of and determine compliance with the terms of this Conservation Easement; provided that no such notice need be given prior to Grantee entering the Protected Property under emergency circumstances. For the purpose of this provision, "emergency circumstances" shall mean that Grantee has a good-faith basis to believe that a violation of this Conservation Easement is occurring or is imminent.

7. **Grantee's Approval and Withholding of Approval.** When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of Approval, and the conditions, if any, on which approval might otherwise be given.

(a) **Approval by Grantee of Certain Uses or Activities.** Grantor's exercise of the Major Reserved Rights under paragraph 2 of this Conservation Easement shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's evaluation of the request shall generally take into account the criteria included at subparagraph 7(b), below, as they relate to the activity itself as well as to the site for the proposed activity, and Grantee's approval shall not be unreasonably withheld.

(b) **Approval by Grantee of Sites.** The exercise of the right to construct structures, improvements or other surface disturbing activity shall be subject to the prior approval by Grantee of the site for such proposed activity. Grantor shall request such approval in writing and shall include therewith information identifying the proposed site with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:

- (i) the extent to which use of the site for the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads;
- (ii) the extent to which use of the site for the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;

- (iii) the extent to which use of the site for the proposed activity would impair water quality;
- (iv) in the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted;
- (v) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values.

Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement on suitable sites in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 7. Notwithstanding the foregoing, Grantee's approval of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with or impair the Conservation Values of the Protected Property.

- (c) Notice to Grantee. Following the receipt of Grantee's approval when required under subparagraph 7(a) or subparagraph 7(b), and not less than thirty (30) days prior to the commencement of any use or activity approved under subparagraph 7(a) or 7(b), Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. When such information was not provided to Grantee under the requirements of subparagraph 7(b), the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days after receiving Grantor's written notice. Nothing in this paragraph shall diminish or limit Grantor's obligations under paragraph 17, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Protected Property.
- (d) Breach. Failure to secure such approval or give such notice as may be required by this paragraph 7 shall be a material breach of this Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle Grantee to such rights or remedies as may be available under this Conservation Easement.

8. Grantee's Remedies. In the event of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action

sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation *ex parte* if necessary, by way of temporary or permanent injunction, to recover from Grantor any damages to which it may be entitled for violation of the terms of this Conservation Easement or damage to any of the Conservation Values arising from such violation, including damages for diminished environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such damage, without limiting Grantor's liability therefor. Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its reasonable discretion, determines that circumstances require its immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph upon giving notice to Grantor of such circumstances but without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violation of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both temporary and permanent, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph apply to violations caused directly by Grantor or by third persons, whether or not claiming by, through or under Grantor, and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions and purposes of this Conservation Easement by prior failure to act. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement, including, without limitation, costs of

suit and attorneys' fees, and any costs of restoration necessitated by the violation of the terms of this Conservation Easement shall be borne by Grantor.

9. **Upkeep and Maintenance.** Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.
10. **Liability and Indemnification; Insurance.** Grantor and Grantee acknowledge and agree that Grantor retains the fee simple ownership of the Protected Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Conservation Easement. Grantor therefore agrees that general liability for risks, damages, injuries, claims or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property ownership. Accordingly, Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property and not caused by Grantee or its agents, contractors or invitees. Grantor shall keep the Protected Property insured with comprehensive general liability insurance in reasonable amounts (which insurance shall cover the contractual indemnity obligations of Grantor to Grantee hereunder) against claims for personal injury, death and property damage, cause Grantee to be named as an additional insured on such insurance policies, and provide evidence of such insurance to Grantee as of the effective date of this Conservation Easement and periodically thereafter as such insurance coverage is renewed or replaced. Such evidence shall be in the form of a certificate of insurance which (a) indicates that Grantee is an additional insured; and (b) requires written notice from the insurer to Grantee not less than 30 days before making a material change in or canceling such coverage.
11. **Taxes.** Grantor shall pay all taxes validly assessed and levied against the Protected Property, including any such taxes validly levied and assessed against this Conservation Easement by competent authorities, it being understood that no taxes are presently levied against conservation easements generally in the State of Ohio, or, to the knowledge of Grantor or Grantee, are such taxes contemplated by any taxing authority with jurisdiction over the Protected Property. At its option, Grantee may, but shall not be obligated to, discharge any tax lien (or other encumbrance) at any time levied or placed on the Protected Property should Grantor fail to do so. Before doing so, Grantee shall give Grantor notice of its intention to

discharge any such tax lien or other encumbrance and Grantee shall not proceed unless Grantor has failed to discharge such tax lien or other encumbrance within 30 days after the giving of such notice. Grantor shall reimburse Grantee on demand for any payment so made.

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

13. **Amendment; Discretionary Approval.**

(a) **Background.** Grantee and Grantor recognize that future circumstances that are unforeseen at the time of this Grant may arise which make it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Values of the Protected Property and to guaranty the perpetual nature of this Conservation Easement. Any such action, if determined to be beneficial or necessary, shall be in the form of either (i) an amendment, in the case of a permanent modification of the terms of this Conservation Easement, including but not by way of limitation, a clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, in the case of a temporary activity or impact relating to the maintenance or management of the Protected Property which does not require a permanent modification of the Conservation Easement terms. All amendments and discretionary approvals shall be subject to this paragraph 13. Nothing in this paragraph, however, shall require Grantor or Grantee to consult or negotiate regarding, or to agree to any amendment or discretionary approval.

(b) **Amendment.** This Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this Conservation Easement unless (i) Grantor submits a written request for amendment pursuant to Grantee's existing amendment policy and such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments; and (ii) the effect of such amendment is neutral with respect to or enhances the Conservation Purposes. Any such amendment shall be consistent with the purposes of this Grant and shall comply with IRC Sections 170(h) and 2031(c) and shall also be consistent with ORC Sections 5301.67 through 5301.70 and any regulations promulgated pursuant to such sections. Any such amendment shall be recorded in the

Official Records of Medina County, Ohio. Grantor and Grantee may amend this Conservation Easement to be more restrictive to comply with the provisions of IRC Section 2031(c). Grantee shall require subordination of any mortgage as a condition of permitting any amendment to this Conservation Easement.

(c) Discretionary Approval. Grantee's consent for activities otherwise prohibited under this Conservation Easement may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, the performance of an activity prohibited under this Conservation Easement is deemed beneficial or necessary by Grantor, Grantor may request, and Grantee may in its sole discretion grant, permission for such activity without resorting to the formalities of Grantee's amendment policy and process, subject to the following limitations. Such request for Grantee's consent shall (i) be made, and Grantee shall consider and respond to such request in accordance with the provisions of paragraph 7, entitled "Grantee's Approval or Withholding of Approval"; and (ii) describe the proposed activity in sufficient detail to allow Grantee to evaluate the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may grant its consent only if it determines that (x) the performance of such activity is, in fact, beneficial or necessary; and (xi) such activity (A) does not violate the purpose of this Conservation Easement, and (B) results in an outcome that is neutral with respect to or enhances the Conservation Purposes of this Conservation Easement.

(d) General. Notwithstanding the foregoing, Grantee and Grantor shall have no power or right to agree to any activity that would (i) result in the extinguishment of this Conservation Easement; (ii) adversely affect the perpetual nature of this Conservation Easement; (iii) adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including IRC Sections 170(h) and 501(c)(3) and the laws of the State of Ohio; or (iv) result in either private benefit or inurement to any party. For purposes of this paragraph, the terms private benefit and inurement shall have the same meanings ascribed to them in IRC Section 501(c)(3) and associated Treasury Regulations.

14. Assignment. Grantee may transfer or assign all or less than all of Grantee's rights and obligations under this Conservation Easement if, in Grantee's opinion, the purposes of this Conservation Easement are better served by this Conservation Easement being held in the name of another organization or in the name of more than one organization which is a qualified

organization at the time of transfer under IRC Section 170(h)(3) and the laws of the State of Ohio (especially ORC Section 5301.69), and is acceptable to Grantee. The selection of the transferee shall be made by the Board of Trustees of Grantee or if Grantee has ceased to exist, the statutory or court appointed successors of the last Board of Trustees of Grantee. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Conservation Easement is intended to advance continue to be carried out.

15. Extinguishment.

- (a) Limitation. If future circumstances render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of subparagraph 15(b), adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Conservation Easement.
- (b) Percentage Interests. For purposes of this paragraph 15, Grantor and Grantee stipulate that, as of the effective date of this Grant, this Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Such percentage interests shall be determined by the ratio of (i) the value of this Conservation Easement on the effective date of this Grant to (ii) the value of the Protected Property, without deduction for the value of this Conservation Easement, on the effective date of this Grant. The values on the effective date of this Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Grant, pursuant to IRC Section 170(h). Such values, if available on the date hereof, are set forth in an appraisal prepared for Grantor, a copy of which Grantor shall deliver to Grantee and to be retained thereafter in Grantee's files, and Grantor and Grantee shall thereafter amend such values, if

necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. In the event such percentage interests, for whatever reason, cannot be determined as described above, the percentage interests of Grantor and Grantee in the fair market value of the Protected Property shall be deemed to be fifty percent (50%) each. For purposes of this paragraph, the ratio of the value of this Conservation Easement to the value of the Protected Property unencumbered by this Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

16. **Eminent Domain.** It is the intent of this Grant to convey to Grantee, its successors and assigns, such an interest in the Protected Property as is sufficient to discourage the exercise of the power of eminent domain by public utility and any other body or person. If all or any part of the Protected Property is taken, whether such taking involves the fee simple interest or a lesser interest, under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of subparagraph 15(a) (with respect to the allocation of proceeds). Such allocation shall be absolute and shall not take into account or be modified based on the relative impact of the taking on the respective interests of the parties. The respective rights of Grantor and Grantee set forth in this paragraph 16 shall be in addition to, and not in limitation of, any rights they may have at common law.
17. **Notice of Proposed Transfer.** Grantor shall give Grantee notice of the proposed transfer of any interest in the Protected Property at least 20 days prior to such transfer.
18. **Stewardship Fee.** Grantor hereby covenants, promises, and agrees to pay, or to cause the closing agent in connection with the future transfer for value of all or less than all of the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee (the "Fee") in an amount equal to ten percent (10%) of the full consideration paid, including that portion of such consideration attributable to improvements. The primary purpose and use of the Fee is to ensure

sufficient funding of Grantee's stewardship obligations associated with the Protected Property, including, but not by way of limitation, costs and expenses relating to annual monitoring, restoration activities, and easement enforcement and defense. In the event the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the Fee; provided that any lien securing payment of the Fee shall be subordinate to the lien of any first mortgage on the Protected Property. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Ohio.

19. **Separability.** Each provision of this Conservation Easement and the application thereof to the Protected Property are hereby declared to be independent of and severable from the remainder of this Conservation Easement. 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 Conservation Easement.
20. **Notices.** Notices or other communications hereunder shall be in writing and shall be sent certified or by 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 parties. The notice addresses of the parties are as follows:

To Grantor: Village of Westfield Center
6701 Greenwich Road
P.O. Box 750
Westfield Center, OH 44251
Attention: Mayor

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

21. **Applicable Law.** This Conservation Easement shall be governed by, and construed in accordance with, the laws of the State of Ohio.
22. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any violation of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No

delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

23. **Rules of Convenience.** For convenience, masculine pronouns used in this document include the feminine and neuter pronouns, and the singular tense includes the plural tense. Additionally, all references to either Grantor or Grantee include their respective personal representatives, heirs, successors, devisees and assigns unless otherwise noted. The captions in this Conservation Easement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms thereof.
24. **Counterparts.** This Conservation Easement may be executed in multiple counterparts by Grantor and Grantee, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Conservation Easement to which the signatures of both Grantor and Grantee have been appended shall constitute an original hereof for all purposes, all such copies constituting one and the same original, and one of which shall constitute proof of the terms of this Conservation Easement without the necessity of producing any other original copy.
25. **Time of Essence.** Time is strictly of the essence in this Conservation Easement.
26. **Construction.** The parties acknowledge that each party has reviewed and revised this Conservation Easement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Conservation Easement and any amendment or exhibit hereto.
27. **Entire Agreement; Recitals and Exhibits.** This Grant sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein. Any and all recitals in this Conservation Easement are agreed by the parties to be accurate, are incorporated into this Conservation Easement by this reference, and shall constitute integral terms and conditions of this Grant. Any and all exhibits and addenda attached to and referred to in this Conservation Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.
28. **Effective Date; Mortgage Subordination; Mechanics Liens.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the Official Records of Medina County, Ohio, after all required signatures have been affixed hereto. Grantor (a) shall cause any mortgage encumbering the Protected Property to be subordinated to this Grant effective as of the date this Grant is so recorded; and (b) hereby

represents to Grantee that no material or labor has been furnished to or performed on the Protected Property within the last 90 days that has not been paid for in full. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Conservation Easement.

29. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (b) should all or a portion of the fee interest subject to this Conservation Easement and the Conservation Easement, itself, come to be owned by the same owner, such owner as promptly as practicable shall assign this Conservation Easement of record to another holder in conformity with the requirements of paragraphs 14 and 17 (entitled "Assignment" and "Notice of Proposed Transfer", respectively). The instrument of assignment shall refer to the provisions of this paragraph, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.
30. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in this Conservation Easement or in the Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.
31. **Representations as to Authority.** Grantor hereby represents and warrants to Grantee that Grantor has the power to make this Grant and to carry out its obligations hereunder.

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

[NO FURTHER TEXT; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ day of _____, 2023.

GRANTOR:

VILLAGE OF WESTFIELD CENTER

By: _____
Thomas Horwedel

Its: Mayor

STATE OF OHIO)
)
COUNTY OF MEDINA) **SS:**

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Thomas Horwedel, Mayor of the Village of Westfield Center.

Notary Public

ACCEPTANCE

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

IN WITNESS WHEREOF, the undersigned have executed and delivered this Acceptance this ____ day of _____, 2023.

GRANTEE:

WESTERN RESERVE LAND CONSERVANCY

By: _____

Robert B. Owen

Its: Assistant Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) **SS:**

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public

Instrument prepared by:
Robert B. Owen, Esq.
Western Reserve Land Conservancy
3850 Chagrin River Road
Moreland Hills, Ohio 44022



Western Reserve Land Conservancy

land • people • community

EXHIBIT B

Baseline Documentation Report

QUETZAL PROPERTY

in

Village of Westfield Center, Medina County, Ohio

Report Prepared By: Sarah Kitson
Date of Site Visit: September 13, 2023
Date Finalized: November 20, 2023

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SECTION 1: INTRODUCTION

1.1 PURPOSE

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

Western Reserve Land Conservancy (the “Land Conservancy”) has a standard practice of preparing BDRs for CEs. This practice helps ensure that BDRs are created in a consistent manner and include the necessary details for monitoring and enforcing the terms of the CE. The BDR site visit and completion of the BDR document are done as close to recording of the CE as possible. The BDR is created and kept in the course of the Land Conservancy’s regularly conducted business, and it is the organization’s practice to create and maintain the BDR as one of its records. The information in this BDR is as complete and accurate as possible based on at least one property visit and property research using available resources.

In order to be eligible to receive a federal tax deduction in connection with the grant of a CE, the federal Treasury Regulations require the Grantor to provide the Grantee with a BDR at the time the CE is granted. If the Grantor decides to file for a tax deduction in connection with the grant of the CE, then it is the Grantor’s sole responsibility to ensure that the BDR meets the IRS requirements. The Grantor approves the BDR by signing the Acknowledgement of Condition page within this document.

1.2 STATEMENT OF QUALIFICATIONS

The Land Conservancy ensures that all BDRs are written by qualified professionals. The organization employs individuals with undergraduate and graduate-level degrees and training in various fields of biology, environmental planning, law, Geographic Information System (“GIS”), soil/water conservation, and other related degrees. All individuals involved in creating BDRs are trained in collecting the appropriate field data and information for documenting conservation values. All BDRs are drafted by individuals that have direct knowledge of the Protected Property or by individuals that have been provided information by someone with direct knowledge of the Protected Property.

1.3 GENERAL INFORMATION & SUMMARY OF FUNDING SOURCES & PROPERTY RESTRICTIONS

General Information

For the purpose of this document, the property being protected by the CE is referred to by the property name referenced on the title page or as the “Protected Property”.

On September 13, 2023, Sarah Kitson, Land Steward for the Land Conservancy, and Jacob Pries, Southwestern Field Director for the Land Conservancy, visited the Quetzal property to establish a BDR of the Protected Property. During the site visit, they walked the Protected Property and took photos at the property corners and other significant locations.

Summary of Funding Sources and Property Restrictions

The Land Conservancy applied for and received funding for acquisition through the Director of the Ohio Public Works Commission’s Clean Ohio Conservation Fund and the Ohio Department of Natural Resource’s Land and Water Conservation Fund on behalf of the Village of Westfield Center. Private donations were also used to acquire the Protected Property. The Land Conservancy is not aware of any other restrictions on the Protected Property other than additional encumbrances referred to in the updated title commitment.

SECTION 2: GRANTOR INFORMATION

Grantor: Village of Westfield Center

Address: 6701 Greenwich Road, P.O. Box 750, Westfield Center, OH 44251

SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION

Role: Property Owner

Name: Village of Westfield Center, Attn: Mayor

Address: 6701 Greenwich Road, P.O. Box 750, Westfield Center, OH 44251

Phone: 330.887.5151

SECTION 4: GRANTEE INFORMATION

Name: Western Reserve Land Conservancy

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

Phone: 440.528.4150

SECTION 5: PARCEL INFORMATION

Acres Preserved: ~41.3266 (See Exhibit A – the legal description and subtract the Excluded Area acres shown on the Property Identification map.)

County: Medina

Municipality: Village of Westfield Center

Watershed Common Name: Walhonding

HUC 8 Watershed Name: Walhonding

Protected Property Address: Ballfield Drive, Westfield Center, OH 44251

Adjacent to: The Protected Property is adjacent to private property on the east, south, and west. The northern boundary of the Protected Property is adjacent to Westfield Center Village Park. Jordan Drive, Ridge Road, and Grant Drive are to the east, Westfield Road is to the west, and Ballfield Drive enters the western portion of the Protected Property.

Access Notes: Access the Protected Property from the driveway known as Ballfield Drive (41.033033, -81.941410) approximately 100 feet south of the neighbor at 8781 Westfield Rd, Seville, OH 44273. The Protected Property can also be accessed from the dead ends of Jordan Drive (41.033406, -81.936429) approximately 100 feet west of 6825 Jordan Dr., Westfield Center, OH 44251, Ridge Road (41.029998, -81.936589) immediately west of the neighbor’s house at 6850 Ridge Road, Westfield Center, OH 44251, or Grant Drive (41.028578, -81.939169) approximately 100 feet west of 6925 Grant Drive, Seville, OH 44273. Parking is also available approximately 700 feet north of the Protected Property at Westfield Center Village Park at 8712 N Leroy Road, Westfield Center, OH 44251.

Permanent Parcel: Parcel information for this report was gathered from the legal description for each permanent parcel (Exhibit A to the CE). Acreage information for the CE area was determined by subtracting the Excluded Area acres using GIS ArcPro.

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Total Parcel Acres	Acres covered by CE
044-22A-02-016	Portion	Westfield Road, Ballfield Drive, Jordan Drive, Ridge Road, and Grant Drive	44.7738	~41.3266
		Total Acres:	44.7738	~41.3266

SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION

6.1 LOCATION & SURROUNDING LAND USE

The Quetzal property is located within the Killbuck Creek watershed within the Walhonding River watershed. An unnamed headwater tributary to Killbuck Creek flows through the Protected Property. The Protected Property is located a quarter mile northwest of the Westfield Center village center and less than 4 miles east of the Lodi city center. Interstate 71 is located approximately 1 mile south and U.S. Route 224 is within half a mile to the north of the Protected Property. The Protected Property is an addition to the approximately 30-acre Westfield Center Village Park to the north.

The Protected Property is immediately surrounded by dense residential development and park land. Most residential development is centered within the Village of Westfield Center and along road frontage in the more rural areas to the north, west, and south. A golf course exists to the east of the Protected Property. Blocks of agricultural and forest land remain in some areas.

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

General Uses

The Protected Property is currently managed as a natural area with little human interference. The Protected Property contains forest, shrub-scrub, old field, and headwater stream habitat.

6.3 PAST USE(S) OF THE PROTECTED PROPERTY

In order to understand past uses on the Protected Property, the Land Conservancy reviewed historical aerial photos, noted any evidence of past uses during the BDR visit, and spoke with neighbors about the Protected Property's history. Based on reviewing historical aerial photography provided by Google Earth Pro and Historic Aerials by NetrOnline, it appears that the uses of the Protected Property have changed significantly since 1952. The Protected Property was historically used as pasture with some old tree lines separating the fields. As the surrounding land was developed into residential lots throughout the years, the pastured area was allowed to grow into shrub-scrub and forested land. The southern portion of the Protected Property appears to have slightly older trees than the northern portion.

SECTION 7: PROTECTED PROPERTY INVENTORY

(Refer to the Photo Point Photos section and Appendix C: Maps for visual depictions of some of the following Protected Property features.)

7.1 RESIDENTIAL AREAS, STRUCTURES, AND/OR OTHER CONSTRUCTED FEATURES

- Some manholes and valves were noted along the clearing in the northern portion of the Protected Property.
- See Section 7.6 below for details on encroaching structures.

7.2 POWER/UTILITY RIGHTS-OF-WAY

- No power or other utility rights-of-way were noted at the time of the visit.

7.3 OTHER EXISTING EASEMENTS OR RIGHTS-OF-WAY

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

7.4 ACCESS ROADS & TRAILS

- A gravel driveway known as Ballfield Drive provides access to a parking area owned by the Grantor.

The driveway is in fair condition.

- See Section 7.6 below for details related to encroaching trails.

7.5 GENERAL DISTURBANCES, GARBAGE DUMPS, AND/OR POTENTIAL ENVIRONMENTAL THREATS

- An old wooden structure exists in the woods in the central portion of the western boundary (Photo Point 61).
- A small piece of metal farm equipment exists behind the neighbor at 8811 Westfield Rd but it appears to have been in place for a long time (No Photo).
- See Section 7.6 below for details related to disturbances and dumps associated with encroachments.

7.6 ENCROACHMENTS

Any addresses associated with encroachment descriptions are used to reference the location of each encroachment. They may not necessarily align with the origin of the encroachment.

- An encroaching trail leading to yard waste including branches and lawn clippings appeared to come from the neighbor at 6807 Grant Dr (Photo Point 23). This encroachment appears to be ongoing.
- Encroaching lawn appears to come from the neighbor at 6815 Grant Dr (No Photo). This encroachment appears to be ongoing.
- Encroachments including two sheds, two firepits, stacked logs, branches, dirt, gardens, and lawn appear to come from the neighbor at 6819 Grant Dr (Photo Points 24-27). Some of the gardens and lawn also extend behind the neighbor at 6815 Grant Dr. This encroachment appears to be ongoing.
- An encroaching lawn and a trail leading to yard waste including lawn clippings appears to come from the neighbor at 6825 Jordan Dr (Photo Points 9-10). This encroachment appears to be ongoing.
- Encroaching fencing material and yard waste including branches appears to come from the neighbor at 6828 Jordan Dr (Photo Point 11). This encroachment appears to be ongoing.
- An encroaching trail leading to yard waste including branches and lawn clippings was noted between the neighbors at 6828 Jordan Dr and 6761 Grant Dr (Photo Point 12). This encroachment appears to be ongoing.
- An encroaching trail leading to yard waste including branches appears to come from the neighbor at 6835 Grant Dr (Photo Point 33). This encroachment appears to be ongoing.
- A small area of lawn by the sidewalk and a dumped trailer appear to come from the neighbor at 6850 Ridge Rd (Photo Points 29-30). The mowed area is ongoing but the trailer is overgrown and appears to have been in place for a while.
- Encroaching lawn and yard waste including branches appear to come from the neighbor at 6865 Girard Cir (Photo Points 13 and 15). This encroachment appears to be ongoing.
- Encroaching lawn and a trail leading to yard waste including branches and lawn clippings appear to come from the neighbor at 6868 Girard Cir (Photo Points 19-20). This encroachment appears to be ongoing.
- Encroaching lawn and yard waste including branches appear to come from the neighbor at 6872 Girard Cir (Photo Points 14 and 16-18). This encroachment appears to be ongoing.
- Encroaching lawn appears to come from the neighbor at 6885 Grant Dr (Photo Point 34). This encroachment appears to be ongoing.
- Encroaching lawn appears to come from the neighbor at 6895 Grant Dr (Photo Point 34). This encroachment appears to be ongoing.
- Encroaching lawn appears to come from the neighbor at 6905 Grant Dr (Photo Point 34). This encroachment appears to be ongoing.
- Encroaching lawn and a large burn pile with branches and plywood appears to come from the neighbor at 6915 Grant Dr (Photo Points 34 and 39). This encroachment appears to be ongoing.

- Encroaching lawn and an ATV trail that leads to a firepit appear to come from the neighbor at 8801 Westfield Rd (Photo Points 63 and 66). This encroachment appears to be ongoing.
- Encroaching yard waste including branches appear to come from the neighbor at 8831 Westfield Rd (Photo Point 62). This encroachment appears to be ongoing.
- Encroaching lawn and yard waste including branches and lawn clippings appear to come from the neighbor at 8881 Westfield Rd (Photo Points 59-60). This encroachment appears to be ongoing.
- Encroaching yard waste including plant cuttings appear to come from the neighbor at 8901 Westfield Rd. This encroachment appears to be ongoing.
- Encroaching yard waste including branches and lawn clippings appear to come from the neighbor at 8911 Westfield Rd (Photo Point 57). This encroachment appears to be ongoing.
- An encroaching ATV trail connecting to three lawn chairs, lawn clippings, and three firepits connects to neighboring yards at both 8911 and 8921 Westfield Rd (Photo Points 55 and 57). This encroachment appears to be ongoing.
- Encroaching yard waste including branches and lawn clippings appear to come from the neighbor at 8921 Westfield Rd (Photo Point 56). This encroachment appears to be ongoing.
- Encroaching lawn, a firepit, and yard waste including lawn clippings appears to come from the neighbor at 8951 Westfield Rd (Photo Points 52 and 54). This encroachment appears to be ongoing.
- An encroaching lawn appears to come from the neighbor at 8969 Westfield Road (No Photo). This encroachment appears to be ongoing.
- An encroaching lawn and yard waste including branches appears to come from the neighbor at 8979 Westfield Rd (Photo Point 51). This encroachment appears to be ongoing.
- An encroaching trail leading to a pile of yard waste including lawn clippings appears to come from the dead end of Grant Dr (Photo point 42). This encroachment appears to be ongoing.

7.7 INVASIVE SPECIES

- The early successional portions of the forest contain dense stands of privet, glossy buckthorn, and honeysuckle, especially in the northwestern portion of the Protected Property and along forest edges.
- Multiflora rose is present throughout the Protected Property.
- Wintercreeper exists in small patches along forest edges where it may have been introduced by neighbor's landscaping.
- Phragmites is present along the clearing bisecting the northern portion of the Protected Property.
- Japanese stilt grass is present in patches throughout the forest floor.
- Butterbur exists in small patches along waterways and along the clearing in the northern portion of the Protected Property.
- Teasel is present in the northeastern old field habitat as well as along forest edges.

7.8 MONITORING NOTES

- The Protected Property is easily accessible from the driveway known as Ballfield Drive (41.033033, -81.941410) approximately 100 feet south of the neighbor at 8781 Westfield Rd, Seville, OH 44273. The Protected Property can also be accessed from the dead ends of Jordan Drive (41.033406, -81.936429) approximately 100 feet west of 6825 Jordan Dr., Westfield Center, OH 44251, Ridge Road (41.029998, -81.936589) immediately west of the neighbor's house at 6850 Ridge Road, Westfield Center, OH 44251, or Grant Drive (41.028578, -81.939169) approximately 100 feet west of 6925 Grant Drive, Seville, OH 44273. Parking is also available approximately 700 feet north of the Protected Property at Westfield Center Village Park at 8712 N Leroy Road, Westfield Center, OH 44251. Due to thick vegetation, portions of the Protected Property can be very difficult to traverse.

SECTION 8: LAND COVER SUMMARY

The Protected Property encompasses approximately 41.3266 acres in total land area and contains various successional stages of forest, shrub-scrub, old field, and headwater stream habitat as well as maintained lawn areas (see Appendix C: Land Cover map). The acres listed below were calculated using GIS and may not match the exact acreage of the Protected Property. Refer to the Appendix C: Soils map for the location of soil types on the Protected Property.

Natural Resource/Land Cover	Description
Forest and Shrub-Scrub	~ 38.3 acres
Maintained Area	~ 2.4 acres
Old Field	~ 0.4 acres
Killbuck Creek Tributaries	~ 1,225 linear feet
Road Frontage	~ 180 linear feet of scenic views

SECTION 9: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES

Introduction

The land cover areas described below and depicted on the “Land Cover” map of Appendix C were defined based on observations during the BDR site visit and based on other available natural resource information for the Protected Property and the area in general. These land cover areas describe existing conditions and do not correspond to reserved areas, if any, defined in the CE.

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

Forest and Shrub-Scrub - (Photo Points 1-2, 4-5, 21-22, 31-32, 35-36, 38, 40-41, and 43-50)

The central portion and majority of the Protected Property contains approximately 38.3 acres of forest and shrub-scrub habitat. According to a neighbor and old aerial imagery, the Protected Property was formerly a horse pasture that has undergone ecological succession throughout the years. Large, overgrown and dead apples trees are prevalent throughout the forest. Younger portions of this habitat contain dense thickets of dogwood, American elm, pin oak, privet, honeysuckle, glossy buckthorn, multiflora rose, grape vines, and other common early successional species. This young shrub-scrub habitat is more common in the northern portion of the Protected Property. The southern portion of this habitat contains early to mid-successional canopy trees with a diameter at breast height (dbh) of 5” to 1.5’. Silver maple, red maple, American elm, and pin oak were common with black cherry, cottonwood, hawthorn, boxelder, sugar maple, Osage-orange, red pine, sycamore, black walnut, and black willow also noted. The understory is dense in most places with thick herbaceous groundcover including aster, boneset, black cohosh, sensitive fern, goldenrod, Jack-in-the-pulpit, great blue lobelia, Virginia knotweed, arrow-leaved tearthumb, and wingstem.

Maintained Area - (Photo Points 3, 6-8, 13, 15-17, 24-26, 29, 34, 52, and 65-69)

The Protected Property contains approximately 2.4 acres of maintained areas. This includes the northwestern portion of the Protected Property surrounding the driveway (Photo Points 3 and 65-69), the northeastern portion of the Protected Property adjacent to Westfield Center Village Park (Photo Points 6-8), and various lawn encroachments along the eastern, southern, and western boundaries (Photo Points 13, 15-17, 24-26, 29, 34, and 52).

Old Field - (Photo Points 9-10)

The northeastern portion of the Protected Property contains approximately 0.4 acres of old field habitat. Flat top goldenrod, Ohio goldenrod, Queen Anne's Lace, red clover, dogbane, sweet clover, calico aster, common milkweed, and other common old field species are present in this area.

Killbuck Creek Tributaries - (Photo Point 53)

The Protected Property contains approximately 1,225 linear feet of an unnamed tributary to Killbuck Creek, a tributary of the Walhonding River. The perennial tributary flows from north to southwest in the southwestern portion of the Protected Property. It meanders at times through a distinguished channel approximately 3ft wide with slab boulder substrate. In other areas, the channel flattens out and is overgrown with vegetation typical to wet meadow habitat. Other ephemeral waterways flow into the main tributary throughout the forest and shrub-scrub habitat.

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

Summary of Conservation Values

The Protected Property is being preserved by the Grantor in part for outdoor recreation by and/or the education of the general public. The Protected Property may be used for many forms of passive use outdoor recreation including trails for hiking and bird watching areas. The Protected Property contains opportunities for education of the general public including the study of habitat restoration, the regeneration of former pasture land, and habitat including headwater streams, shrub, and forested wetlands, and old field.

The Protected Property also possesses significant scenic, aesthetic, open space, and natural conservation values that add to the natural character of the Village of Westfield Center. The Protected Property has natural resource conservation value based on its approximately 41.3266 acres of habitat for fish and wildlife including various successional stages of hardwood and pine forest, shrub-scrub, field habitat, and a headwater tributary to Killbuck Creek, a tributary to the Walhonding River. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. The vegetated and forested buffers along the tributaries help control run-off, prevent erosion, and mitigate flooding to downstream properties thus helping to improve water quality in the Walhonding River watershed. Natural areas preservation also promotes groundwater recharge for local aquifers.

SECTION 10: PHOTO POINT COORDINATES

Coordinate System: Latitude/Longitude (Decimal Degrees)

Global Positioning System (“GPS”) points were taken on September 13, 2023 using a Bad Elf GNSS Surveyor GPS.

Point Number	Latitude	Longitude
1	41.033607	-81.940327
2	41.033607	-81.940327
3	41.033315	-81.939773
4	41.033564	-81.937750
5	41.033564	-81.937758
6	41.033939	-81.936753
7	41.033935	-81.936588
8	41.033936	-81.936586
9	41.033509	-81.936820
10	41.033332	-81.936734
11	41.033098	-81.936629
12	41.032939	-81.936602
13	41.032750	-81.936708
14	41.032460	-81.936991
15	41.032457	-81.936998
16	41.032471	-81.937613
17	41.032446	-81.937620
18	41.031943	-81.937372
19	41.031571	-81.937196
20	41.031510	-81.937113
21	41.030960	-81.936654
22	41.030956	-81.936654
23	41.030991	-81.936749
24	41.030499	-81.936921
25	41.030352	-81.936940
26	41.030181	-81.937176
27	41.029976	-81.936673
28	41.029875	-81.936517
29	41.029875	-81.936517
30	41.029727	-81.936544
31	41.029492	-81.936523
32	41.029492	-81.936521
33	41.029528	-81.936653
34	41.029509	-81.937298
35	41.029536	-81.938801

36	41.029530	-81.938810
37	41.029211	-81.938824
38	41.029211	-81.938824
39	41.029341	-81.938870
40	41.029220	-81.939193
41	41.029219	-81.939193
42	41.028811	-81.939612
43	41.028062	-81.939265
44	41.028062	-81.939265
45	41.028067	-81.940124
46	41.028067	-81.940124
47	41.027719	-81.940131
48	41.027719	-81.940131
49	41.027730	-81.940666
50	41.027723	-81.940683
51	41.027975	-81.940642
52	41.028714	-81.940481
53	41.028714	-81.940481
54	41.028860	-81.940195
55	41.029253	-81.940464
56	41.029420	-81.940620
57	41.029722	-81.940598
58	41.030088	-81.940603
59	41.030468	-81.940548
60	41.030505	-81.940576
61	41.031221	-81.940277
62	41.032017	-81.940484
63	41.032706	-81.938898
64	41.032948	-81.939635
65	41.032940	-81.940520
66	41.032954	-81.940519
67	41.032954	-81.941301
68	41.033123	-81.941303
69	41.033117	-81.940656
70	41.033058	-81.940345

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

SECTION 11: ACKNOWLEDGMENT OF CONDITION

This Baseline Documentation Report is an accurate representation of the Protected Property, including conservation resources and existing conditions, at the time of the recording of the CE.

GRANTOR: VILLAGE OF WESTFIELD CENTER

BY: THOMAS HORWEDEL
MAYOR

DATE: _____

GRANTEE: WESTERN RESERVE LAND CONSERVANCY

BY: PETE McDONALD
DIRECTOR OF LAND STEWARDSHIP

DATE: _____

SECTION 12: PHOTO POINT PHOTOS

(All photos were taken by Sarah Kitson with an iPhone 13 digital camera on September 13, 2023. All structures depicted in the photos are located on the Protected Property unless otherwise noted.)

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APPENDICES

APPENDIX A: SOILS

(For soil locations refer to Appendix C: Soils map)

SOIL SYM.	MAP UNIT KEY	SOIL NAME	FARMLAND CLASSIFICATION	HYDRIC RANKING	ACRES
BnB	288306	Bennington silt loam, 2 to 6 percent slopes	Prime farmland if drained	Partially Hydric	17.7
CgB	288321	Cardington silt loam, 2 to 6 percent slopes	All areas are prime farmland	Unknown Hydric	18.4
CgC2	288322	Cardington silt loam, 6 to 12 percent slopes, moderately eroded	Farmland of local importance	Unknown Hydric	5.0

- The acres listed in the table above were calculated using GIS and may not match the exact acreage of the Protected Property.
- Source: USDA - Natural Resource Conservation Service SSURGO Soils Database for Ohio - 2003

APPENDIX B: NATURAL RESOURCE INVENTORIES

Western Reserve Land Conservancy Species Inventory

Survey Date: September 13, 2023

By: Sarah Kitson, Land Steward for Western Reserve Land Conservancy; Jacob Pries, Southeastern Field Director for Western Reserve Land Conservancy

Note: This inventory is based on a field survey with the intention of documenting major habitat types, other natural features, and as many species as possible found on the Protected Property. More extensive field surveys may yield a more complete inventory.

Plant Inventory

TYPE	COMMON NAME	SCIENTIFIC NAME
Herbaceous	Agrimony spp.	<i>Agrimonia spp.</i>
Herbaceous	Aster, calico	<i>Aster lateriflorus</i>
Herbaceous	Boneset, common	<i>Eupatorium perfoliatum</i>
Herbaceous	Butterbur	<i>Petasites spp.</i>
Herbaceous	Clover, red	<i>Trifolium pratense</i>
Herbaceous	Clover, white sweet	<i>Melilotus alba</i>
Herbaceous	Cohosh, black	<i>Actaea racemosa</i>
Herbaceous	Common reed	<i>Phragmites australis</i>
Herbaceous	Deadnettle spp.	<i>Lamium spp.</i>
Herbaceous	Dogbane	<i>Apocynum cannabinum</i>
Herbaceous	Fern, sensitive	<i>Onoclea sensibilis</i>
Herbaceous	Fern, wood	<i>Dryopteris spp.</i>
Herbaceous	Fuller's teasel	<i>Dipsacus fullonum</i>
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>
Herbaceous	Goldenrod, flat-topped	<i>Solidago graminifolia</i>
Herbaceous	Goldenrod, Ohio	<i>Solidago ohioensis</i>
Herbaceous	Jack-in-the-pulpit	<i>Arisaema triphyllum</i>
Herbaceous	Japanese stiltgrass	<i>Microstegium vimineum</i>
Herbaceous	Knotweed, Virginia	<i>Polygonum virginianum</i>
Herbaceous	Lobelia, great blue	<i>Lobelia siphilitica</i>
Herbaceous	Milkweed, common	<i>Asclepias syriaca</i>
Herbaceous	Poison ivy	<i>Toxicodendron radicans</i>
Herbaceous	Queen Anne's lace	<i>Daucus carota</i>
Herbaceous	Tearthumb, arrow-leaved	<i>Polygonum sagittatum</i>
Herbaceous	Water-pepper	<i>Persicaria hydropiper</i>
Herbaceous	Wingstem	<i>Verbesina alternifolia</i>
Shrub	Buckthorn, glossy	<i>Rhamnus frangula</i>
Shrub	Dogwood, gray	<i>Cornus racemosa</i>

Shrub	Honeysuckle spp.	<i>Lonicera spp.</i>
Shrub	Privet spp.	<i>Ligustrum spp.</i>
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>
Shrub	Viburnum, arrowwood	<i>Viburnum dentatum</i>
Tree	Apple spp.	<i>Malus spp.</i>
Tree	Ash spp.	<i>Fraxinus spp.</i>
Tree	Catalpa, northern	<i>Catalpa speciosa</i>
Tree	Cherry, black	<i>Prunus serotina</i>
Tree	Cottonwood, eastern	<i>Populus deltoides</i>
Tree	Elm, American	<i>Ulmus americana</i>
Tree	Hawthorn spp.	<i>Crataegus spp.</i>
Tree	Maple, boxelder	<i>Acer negundo</i>
Tree	Maple, red	<i>Acer rubrum</i>
Tree	Maple, silver	<i>Acer saccharinum</i>
Tree	Maple, sugar	<i>Acer saccharum</i>
Tree	Oak, pin	<i>Quercus palustris</i>
Tree	Osage-orange	<i>Maclura pomifera</i>
Tree	Pine, red	<i>Pinus resinosa</i>
Tree	Sycamore	<i>Platanus occidentalis</i>
Tree	Walnut, black	<i>Juglans nigra</i>
Tree	Willow, black	<i>Salix nigra</i>
Vine/briar	Blackberry spp.	<i>Rubus spp.</i>
Vine/briar	Creeper, Virginia	<i>Parthenocissus quinquefolia</i>
Vine/briar	Grape spp.	<i>Vitis spp.</i>
Vine/briar	Wintercreeper	<i>Euonymus fortunei var. radicans</i>

Fungi Inventory

TYPE	COMMON NAME	SCIENTIFIC NAME
Fungus	Fan-shaped Jelly Fungus	<i>Dacryopinax spathularia</i>
Fungus	Honey Mushroom, Ringless	<i>Armillaria tabescens</i>
Fungus	Oyster, Golden	<i>Pleurotus citrinopileatus</i>
Fungus	Wood ear	<i>Auricularia auricula-judae</i>

Animal Inventory

TYPE	COMMON NAME	SCIENTIFIC NAME
Bird	American Crow	<i>Corvus brachyrhynchos</i>
Bird	Cardinal, Northern	<i>Cardinalis cardinalis</i>
Bird	Chickadee, Black-capped	<i>Poecile atricapillus</i>
Bird	Woodpecker, Downy	<i>Picoides pubescens</i>
Bird	Wren, Carolina	<i>Thryothorus ludovicianus</i>

Mammal	Deer, white-tailed	<i>Odocoileus virginianus</i>
Mammal	Rabbit, eastern cottontail	<i>Sylvilagus floridanus</i>

APPENDIX C: MAPS

MAP LIST

Property Identification

Watershed Location

Location

Aerial View I

Aerial View II

Soils

Topography

Land Cover

Existing Conditions

PPN: 044-22A-02-016 Encroachments – North

PPN: 044-22A-02-016 Encroachments – South

Photo Points

Disclaimer: The maps included in this appendix are not legal surveys and should not be construed as such. The maps assist the Land Conservancy in its efforts to depict the boundaries of the CE, the regional property location, neighboring property boundaries, potential encroachments, areas of reserved and/or excluded rights, habitats, and other important existing conditions and property features related to the terms of the CE. Property boundaries, while approximate, were established using the best available information, which may include: publicly and privately available local, county, state and federal GIS data, legal surveys, tax maps, field mapping using GPS, and other sources.

For this Protected Property, the CE encumbers only a portion of a legally described parcel; therefore, a survey of the CE area and/or a GPS or GIS boundary is depicted on the enclosed maps.

PROPERTY IDENTIFICATION

WATERSHED LOCATION

LOCATION

AERIAL VIEW I

AERIAL VIEW II

SOILS

TOPOGRAPHY

LAND COVER

EXISTING CONDITIONS

PPN: 044-22A-02-016 ENCROACHMENTS – NORTH

PPN: 044-22A-02-016 ENCROACHMENTS – South

PHOTO POINTS



AFFIDAVIT

NOTICE OF LAND AND WATER CONSERVATION FUND GRANT FUNDING

The VILLAGE OF WESTFIELD CENTER is the owner of five parcels of land located in the VILLAGE OF WESTFIELD CENTER, MEDINA County, Ohio, more particularly described in Exhibit A attached hereto and made part hereof (the "Property"). The owner, the VILLAGE OF WESTFIELD CENTER, acquired the Property by vesting deeds recorded in the Official Records of Medina County as follows:

- Parcel 1:** Instrument Number 2000OR021276 filed on August 1, 2000;
- Parcel 2:** Instrument Number 2022OR005489 filed on March 9, 2022; and
- Parcels 3-5:** Instrument Number 2008OR010604 filed on May 12, 2008

The VILLAGE OF WESTFIELD CENTER has received Land and Water Conservation funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The Land and Water Conservation project number is 39-01532. A copy of the **Land and Water Conservation Fund** project agreement is kept in the VILLAGE OF WESTFIELD CENTER office at 6701 Greenwich Road, Westfield Center, OH 44251.

The VILLAGE OF WESTFIELD CENTER hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A must be perpetually operated and maintained solely for public recreation or natural resource purposes. The Property cannot be converted in use or title without the prior approval of the National Park Service and the Director of the Ohio Department of Natural Resources.

This Notice shall be recorded by the owner in the Office of the MEDINA County Recorder and shall be deemed incorporated by reference in any future deed of conveyance of or to the Property, or any part thereof.

In testimony whereof THOMAS G. HORWEDEL has caused this Notice to be executed this _____ day of _____, 2023.

Authorized Official

STATE OF OHIO

COUNTY _____, ss

Before me a notary public in and for said County and State personally appeared the above-named authorized official, who acknowledges that he/she, being duly authorized, did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2023.

Notary
My Commission Expires:

EXHIBIT A
Legal Descriptions

Parcel 1:

PPN: 044-22A-02-014

Situated in the Village of Westfield Center, County of Medina and State of Ohio and further described as follows:

The whole of Village Lot #274, comprising 6.2983 acres, as recorded in Medina County Records, Document #2000 PL 000-36A

Parcel 2:

PPN: 044-22A-03-136

Situated in the State of Ohio, County of Medina, and Village of Westfield Center, known as Westfield Center Village Lot 373, Village of Westfield Center, Medina County, Ohio.

Parcel 3:

PPN: 044-22A-03-009

Situated in the Village of Westfield Center, County of Medina, and State of Ohio: And known as being the whole of Village Lot No. 62 and containing 17.4100 acres, be the same more or less, but subject to all legal highways.

Parcel 4:

PPN: 044-22A-03-010

Situated in the Village of Westfield Center, County of Medina, and State of Ohio: And known as being the whole of Village Lot No. 61 and containing 4.180 acres, be the same more or less, but subject to all legal highways.

Parcel 5:

PPN: 044-22A-03-008

Situated in the Village of Westfield Center, County of Medina, and State of Ohio: and known as being the whole of Village Lots Nos. 63 and 64.

**EXHIBIT D
LEGAL DESCRIPTION**