

CHICAGO TITLE
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Ashtabula County, Ohio
Judith A. Barta Recorder
File# 2012-00008964

BK 523 PG 145-221

2010-2011 FORMAT

OHIO AGRICULTURAL EASEMENT PURCHASE PROGRAM

Agricultural Easement

This Agricultural Easement ("Easement"), dated August 10, 2012, is made and entered into by and between Elmer W. Geil and Iris Geil, husband and wife, for their joint lives, remainder to the survivor of them, 5700 State Route 534 North, Windsor, Ohio 44099 ("Grantor"), the Director, Ohio Department Of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio, 43068 ("State Grantee"), and the Western Reserve Land Conservancy in Geauga County, Ohio ("Local Grantee"). The State Grantee and the Local Grantee listed above are hereinafter collectively referred to as the "Grantees," except when otherwise specified as the State Grantee or the Local Grantee.

This is an agreement for the sale and purchase of an agricultural easement and the monitoring and enforcement of that agricultural easement. Specifically, the State Grantee agrees to purchase the Easement from the Grantor for \$157,365.00 (One Hundred Fifty-Seven Thousand Three Hundred Sixty-Five and 00/100 Dollars). In addition, the Local Grantee agrees to monitor the property in perpetuity and assist with the enforcement of the terms of the Easement. The State Grantee agrees to enforce the terms of this Easement, as necessary. The following provisions apply to this Easement:

CHICAGO TITLE AGENCY
Order No. JA-10270
Escrow No. _____

TRANSFERRED
Auditor, Ashtabula County, Ohio

AUG 10 2012 1.50

Roger A. Lovitt, CPA

N+

It is the purpose of this Easement ("Purpose") to assure that the Protected Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("R.C.") 5713.30, by preserving and protecting its agricultural soils identified in Exhibit B and agricultural viability through a perpetual restriction on the use of the Protected Property.

A. Protected Property and Title Warranty

The Grantor is the owner in fee simple of approximately 180 acres of certain agricultural property located at 5700 State Route 534 North, Windsor, in Hartsgrove Township, Ashtabula County, Ohio ("Protected Property"). A full legal description of the Protected Property is attached as Exhibit A and incorporated herein by reference. The Grantor warrants that Grantor has full authority to grant this Easement, has good and indefeasible fee simple title to the Protected Property described in Exhibit A, that the legal description in Exhibit A is complete and accurate to the best of Grantor's knowledge, and that the Protected Property is free and clear of all liens and encumbrances that are inconsistent with the Purpose of this Easement. The Grantor claims title to the land by instruments recorded in the Official Land Records of Ashtabula County at Deed Volume 816, Page 285.

B. Agricultural Value and Use

Except for the Homestead, and any energy facility, the Protected Property consists of land devoted exclusively to agricultural use, as that term is defined by R.C. 5713.30, and is valued for real property taxation at its current value for agricultural uses under R.C. 5713.31, which may also include a Homestead as defined by R.C. 901.21(A)(3). The Homestead (known as the "Homesite" in Ohio Administrative Code ("Ohio Adm. Code.") 5703-25-34(I)), and energy facilities are taxed in accordance with R.C. Chapter 5713 and Ohio Adm. Code Chapter 5703-25. The Grantor has an interest in preserving the Protected Property for agricultural use.

C. Conservation Plan

The Grantor or his heirs, successors, or assigns shall conduct agricultural operations on the Protected Property in a manner consistent with a Conservation Plan prepared in consultation with the United States Department of Agriculture, Natural Resources Conservation Service "NRCS" and approved by the local Soil and Water Conservation District in which the Protected Property is located. This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect as of the date of this Easement. However, the Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The Conservation Plan is incorporated into this Easement by reference. All farming operations shall be conducted in accordance with all applicable local, state and federal laws and regulations.

D. Grantee Authority

The Local Grantee is a qualified organization under Section 170 of the U.S. Internal Revenue Code, as amended, and under the regulations promulgated thereunder, and is authorized to receive conservation easements. The State Grantee is authorized pursuant to R.C. 901.21 to hold agricultural easements under the laws of the State of Ohio for the public purpose of retaining the Protected Property predominantly in agriculture.

E. Agricultural Preservation Program

The United States Department of Agriculture's 2002 Census of Agriculture found that from 1950 to 2002, Ohio lost one-third of its total agricultural lands. The State of Ohio has a clearly delineated conservation policy to preserve and promote agriculture and agricultural land for a significant public benefit. The Ohio Department of Agriculture ("ODA") is charged with the responsibility of protecting and promoting agriculture, including the preservation of Ohio's farmland by accepting agricultural easements in

accordance with R.C. 901.21(B). By granting and accepting an agricultural easement over the Protected Property, the Grantor and Grantees are furthering the State of Ohio's conservation policy to preserve and protect viable agricultural land. The Grantor intends that this Easement will confine the use of the Protected Property, in perpetuity, to activities that are consistent with the Purpose of this Easement. Ohio's policy to preserve and promote agriculture and agricultural land is further reflected in the enactment of R.C. 901.21 and 901.22 which allow, inter alia, the Director of the Ohio Department of Agriculture to acquire agricultural easements by gift, devise or bequest, and to establish a procedure for awarding matching grants for the purchase of agricultural easements. These sections also provide that the Director shall monitor Ohio's agricultural easement program to evaluate its effectiveness and efficiency as a farmland preservation tool. Additionally, this policy is reflected in R.C. 901.54, which creates the Office of Farmland Preservation within the ODA to actively preserve farmland and encourage and assist others in doing so. The grant of this agricultural easement is exclusively for the "conservation purpose" as that term is described in Section 170(h)(4)(A)(iii) of the U.S. Internal Revenue Code, which encourages the preservation of open space, including farmland and forest land.

Purchase of Agricultural Easement

Now therefore, in consideration of One Hundred Fifty-Seven Thousand Three Hundred Sixty-Five and 00/100 Dollars (\$157,365.00) and the mutual promises, conditions, restrictions and obligations contained herein pursuant to the laws of the State of Ohio, Grantor grants with general warranty covenants to the Grantees a perpetual agricultural easement, as defined in R.C. 5301.67(C), on the Protected Property. This Easement is subject to the following terms and conditions:

1. Present Condition Report

The Grantor and Grantees agree that the natural characteristics, soil types, physical conditions, physical structures, and the agricultural use of the Protected Property at the time of this purchase are documented in a Present Condition Report ("Report") prepared by the Local Grantee, and signed and acknowledged by the Grantor and a representative of the Local Grantee. The Report establishes the condition of the Protected Property at the time of this Easement conveyance, and includes photographs, maps and other documents. The Present Condition Report is attached as Exhibit B and incorporated herein by reference.

2. Prohibited Uses/Restrictions

Any activity on or use of the Protected Property inconsistent with the Purpose of this Easement is prohibited. The following activities are expressly prohibited, except as provided in Paragraph 3 below:

2.1 Industrial or Commercial Activity – There shall be no industrial or commercial activity undertaken or allowed on the Protected Property. No right of passage shall be granted or retained across or upon the Protected Property if that right of passage is used in conjunction with such prohibited activities.

2.2 Construction on the Protected Property – There shall be no construction of new buildings or structures or placing of any dwelling, residence, building, athletic or recreational structure, landing strip, helicopter pad, fence or sign, asphalt, concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit line, or any other temporary or permanent structure or facility on the Protected Property, except as provided in Paragraph 3 below.

- 2.3 Agricultural Subdivision – The legal subdivision of the Protected Property, recording of a subdivision plan, partition, or any other division of the Protected Property into two or more parcels, is prohibited. This prohibition applies regardless of how many separately described parcels are contained in the legal description attached as Exhibit A. If a Homestead exists or is ever established, which includes the residential dwelling and agricultural buildings as shown in Exhibit B, it shall not be subdivided and shall remain a part of the Protected Property.
- 2.4 Mining - Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral is prohibited, except that Grantor may extract soil, sand and gravel solely for a permitted use on the Protected Property in a manner consistent with the Purpose of this Easement. The disturbance from such extraction of soil, sand or gravel as permitted in this Paragraph shall not exceed one acre at any one time and be located in a position so as to minimize adverse effects to prime and/or unique soils.
- 2.5 Water - Grantor shall not transfer, encumber, lease, sell, or otherwise separate water rights from title to the Protected Property itself.
- 2.6 Waste and Dumping – There shall be no dumping of trash, non-compostable garbage, hazardous or toxic substances or other unsightly or offensive material. The storage and/or composting of agricultural products, byproducts generated on the Protected Property, and agricultural equipment used on the Protected Property is permitted, provided that such storage and/or composting is done in accordance with all applicable federal, state and local laws and regulations and in such a manner so as to not impair the purpose of this Easement.

- 2.7 Storage Tanks - The installation and use of above or below ground storage tanks is permitted for the purposes of operating the farm provided that the installation and use of these tanks are in compliance with all state and federal laws and are installed and operated in such a manner so as to not impair the conservation purpose of this Easement, and provided that the installation and use are not in conflict with any other term or provision of this Easement.
- 2.8 Roads - There shall be no building of new roads, parking lots, or other paved surfaces, or the widening of such existing surfaces, except on the Homestead, local or state highway rights-of-way and those improvements permitted under Paragraph 3.11 below.
- 2.9 Utility Services and Septic Systems – Activities described in the existing utility easements or rights-of-way recorded in the Official Land Records in Ashtabula County at Volume 23, Page 8216 and Volume 26, Page 514, and any assignments thereto, are permitted under this Easement. Otherwise, the granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunication towers, and wind farms is prohibited except for renewable energy facilities as provided in Paragraph 3.10 below. Notwithstanding this prohibition, the Grantor may install utilities for permitted uses of the Protected Property that are not inconsistent with the Purpose of this Easement.
- 2.10 Surface Alterations – Unless otherwise permitted in this Easement there shall be no removal, filling, or other disturbances of soil surface, and no changes in topography, surface or subsurface water systems, wetlands, or natural habitat unless they are in accordance with the Conservation Plan referenced in Paragraph C above and general agricultural uses of the Protected Property.

2.11 Commercial Recreational Use – There shall be no commercial recreational use of the Protected Property except (i) those uses considered “de minimus” according to the provisions of Section 2031(c)(8)(B) of the U.S. Internal Revenue Code, as amended, (ii) those uses to which the State Grantee consents after a determination that they are consistent with the Conservation Plan, the goals of the Ohio Agricultural Easement Purchase Program and the soil conservation purpose of this Easement, (iii) those uses that do not require infrastructure on the Protected Property and (iv) those uses permitted in Paragraph 3.9 below .

3. Grantor’s Reserved Rights

The Grantor reserves for himself, his heirs, successors and assigns, all rights and privileges of ownership of the Protected Property to use the Protected Property for all purposes that are not inconsistent with the Purpose of this Easement and not expressly prohibited by this Easement. Although the Grantor need not obtain approval of the State Grantee in order to exercise any reserved rights in this Paragraph, unless otherwise stated herein, the Grantor hereby agrees to notify the State Grantee in writing before exercising any reserved right which may have an adverse effect on the conservation of the agricultural values associated with the Protected Property. The following rights are expressly reserved by the Grantor:

3.1 Conveyance – Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is made subject to this Easement and written notice is provided to the Grantees in accordance with Paragraph 16 below.

3.2 Right to Farm – Grantor retains the right to farm, or to permit others to farm, in accordance with applicable local, state and federal laws and regulations and the Conservation Plan identified in Paragraph C above.

- 3.3 Agricultural Education Programs and Agri-tourism – As a part of the agricultural activities of the farm, the Grantor reserves the right to conduct or authorize another party (individual or organization) to conduct educational programs and public field days on the Protected Property for the purpose of teaching about agricultural practices and promoting awareness of agriculture, as long as it does not affect the agricultural values or status of the Protected Property, and does not adversely affect the soils of the Protected Property. Grantor is permitted to engage in agri-tourism including, but not limited to, farm tours, work experiences, field trips, petting zoos, corn mazes and hay rides.
- 3.4 Right to Privacy – Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Protected Property. Notwithstanding this provision, the Grantees shall have the right to inspect the Protected Property and enforce the provisions of this Easement in accordance with Paragraph C above and Paragraph 5.2 below.
- 3.5 Right to use the Protected Property for Customary Rural Enterprises – Grantor retains the right to use the Protected Property for otherwise lawful and customary rural enterprises including, but not limited to: processing, packaging and marketing of farm products primarily produced on the Protected Property; farm machinery repair; roadside market stands; and riding stables, so long as these uses do not adversely affect the soils or agricultural values of the Protected Property and are subordinate to the agricultural and residential use of the Protected Property.
- 3.6 Fences – Existing fences may be cleared, repaired and replaced, and new fences may be built on the Protected Property for purposes of trespass and reasonable

and customary management of livestock and wildlife, without any further permission of the Grantees.

- 3.7 Existing Personal Residence – Grantor may improve, maintain, repair, replace, and restore the existing single-family house and residence-related appurtenances such as attached or detached garages, septic systems, utilities, underground pipes and wires, or overhead wires in substantially their same locations within the existing 5 acre Homestead shown on the Report in Exhibit B and located at 5700 State Route 534 North, Windsor, Ohio 44099.
- 3.8 Agricultural Structures and Improvements – The existing agricultural structures and improvements included in the Report in Exhibit B may be repaired, enlarged and/or replaced at their current locations as shown on the Report, without any further permission from the Grantees. New buildings and other structures and improvements, not including any residence, dwelling or farm labor housing, to be used predominantly for agricultural purposes, including the processing or sale of farm products predominantly grown or raised on the Protected Property, may be built on the Protected Property without any further permission of the Grantees. Such construction shall be necessary for the operations and shall be sited so as to minimize adverse effects to prime and unique soils.

Subject to the State Grantee's prior written approval, the Grantor, or its successors and assigns may construct housing for necessary farm labor.

3.9 Recreational Structures/Activities

- 3.9.1 Existing Recreational Structures – All existing recreational structures may be repaired or replaced at their current locations without further

permission of the Grantees. Existing personal recreational structures may be reasonably improved or enlarged for the Grantor's personal use within the area identified as the Homestead on the Report in Exhibit B without further permission of the Grantees. Any improvements or enlargements of existing recreational structures outside the Homestead may occur only with the advance written permission of the State Grantee.

3.9.2 New Recreational Structures. New recreational structures may be built for the Grantor's personal use within the area identified as the Homestead on the Report in Exhibit B without further permission of the Grantees. New recreational structures to be located outside the area identified as the Homestead are prohibited unless written permission is granted in advance by the State Grantee.

3.9.3 Commercial Recreational Uses – Grantor may use the Protected Property to personally derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Protected Property in its existing condition as of the granting of the easement. Other recreational activities from which income is derived and which alters the Protected Property, such as athletic fields, golf courses or driving ranges, airstrips or helicopter pads, or motocross biking, are prohibited.

3.10 Renewable Energy -Grantor may, only with prior written approval of the State Grantee, add renewable energy facilities on the Protected Property for the purpose of generating energy predominantly for the agricultural and residential needs of the Protected Property. Such renewable energy facilities must be built and

maintained in accordance with any local zoning ordinance and applicable Ohio and Federal law, including but not limited to the regulations of the Public Utilities Commission of Ohio and the Federal Energy Regulatory Commission. Grantor may sell any excess electricity generated to the local electric utility grid. Grantor must obtain permission from State Grantee for the installation of renewable energy facility(ies). A written request for permission to install renewable energy facility(ies), which includes the justification, must be submitted to State Grantee for each desired installation.

The energy facilities, access roads, and any other related improvements shall be situated, constructed, and maintained pursuant to a plan approved by the State Grantee in its sole discretion. Such plan shall be designed to comport with the Purpose of this Easement, minimize adverse effects on soils and the agricultural value of the Protected Property, and be in accordance with the terms and conditions set forth in this Easement.

- 3.11 Roads – Grantor shall have the right to construct and maintain unpaved farm roads that are necessary for agricultural operations and permitted uses on the Protected Property by this Easement. All existing roads may be maintained and repaired in their current state.
- 3.12 Water – Grantor shall retain and reserve the right to use any appurtenant water rights necessary and sufficient to maintain the agricultural productivity of the Protected Property.
- 3.13 Oil and Gas Exploration and Extraction – To the extent permitted under Section 170(h)(5) of the U.S. Internal Revenue Code and applicable Treasury Regulations, Grantor may undertake subsurface exploration, development and

extraction of oil and gas as permitted in this Paragraph. Grantor is permitted to undertake subsurface exploration if the method of extraction will be from outside of the easement area. Any such extraction from outside the easement area must result in no damage to the surface of the easement area. The Grantor may submit a written request to the State Grantee for approval of extraction methods within the easement area, to include requests for mining, oil and gas leases, and all other types of oil and gas exploration and extraction. Exploration and extraction activities must be conducted in accordance with State and local regulations with minimal impact on the Protected Property and the agricultural operation. Upon completion of any subsurface oil and gas well activities granted within the easement area, Grantor shall promptly restore any portion of the Protected Property affected thereby as nearly as possible to its condition existing prior to commencement of said subsurface oil and gas well activities.

Upon completion of any oil and gas activities on existing leases or existing, active wells within the easement area, Grantor shall promptly restore any portion of the Protected Property affected thereby as nearly as possible to its condition existing prior to commencement of said subsurface oil and gas well activities.

- 3.14 New Personal Residence – No new residence, dwelling or house, or residence-related appurtenances are permitted on the Protected Property, except for those presently existing on the Homestead. Any existing residence, dwelling or house, or residence-related appurtenances may be replaced or restored in accordance with Paragraph 3.7 above. A residence, dwelling or house is any structure which includes, but is not limited to, cabins and lodges, designed for or capable of occupation by humans, as distinguished from agricultural structures.

3.15 Forest Management – Forest management activities shall be performed in a manner consistent with the Purpose of this Easement. Commercial timber harvesting shall be conducted in accordance with a forest stewardship plan as defined by the State Forester or equivalent state official.

3.16 Signage – Grantor may place on the Protected Property interpretive signs, such as signs identifying that the Protected Property is protected by this Easement, or signs identifying prairie habitat improvements, as well as “no hunting,” “no trespassing” or similar signs.

4. Responsibilities of Grantor and Grantees

The responsibilities of Grantor shall include the following:

4.1 Taxes – Grantor is responsible for payment of all taxes and assessments levied against the Protected Property. If a Grantee is ever required to pay any taxes or assessments on its interest in the Protected Property, the Grantor will reimburse the Grantee for the same.

4.2 Upkeep and Maintenance – Grantor is responsible for the upkeep and maintenance of the Protected Property, including any requirements by local, state and federal laws and regulations.

The responsibilities of the State Grantee and Local Grantee shall include the following:

4.3 Present Condition Report – The Local Grantee is responsible for maintaining the Present Condition Report in Exhibit B.

- 4.4 Monitoring – The Local Grantee is responsible for at least annually monitoring the Protected Property to verify that Grantor is in compliance with the terms and conditions of this Easement. The Local Grantee shall submit an annual monitoring report to the State.
- 4.5 Compliance of Farm Operations – The Local Grantee is responsible for ensuring that active farm operations are in compliance with the Conservation Plan for the Protected Property.
- 4.6 Investigation – The Local Grantee is responsible for investigating potential violations of this Easement and taking appropriate enforcement action pursuant to Ohio Adm. Code 901-2-11. If the Local Grantee determines the provisions of the Easement are not being complied with, the Local Grantee shall notify the State of the alleged violation, and include this information in the annual monitoring report required under Paragraph 4.4 above. Failure to cure the violations may result in enforcement of the terms of this Easement. The State Grantee reserves the right to conduct an inspection of the Protected Property and enforce any violations of the Easement.
5. Grantees' Enforcement Rights and Remedies – In order to enforce the terms of this Easement, the Grantees shall have the following rights and remedies:
- 5.1 Rights of the State and Local Grantees – The State and Local Grantees have the right to protect the conservation values of the Protected Property, periodically monitor compliance with this Easement on the Protected Property, and enforce the terms of this Easement.

- 5.2 Right of Entry – The Grantees, and their agents, successors and assigns shall have the right to enter the Protected Property in a reasonable manner and at reasonable times for the purposes of: (i) inspection of the Protected Property to determine if the Grantor, or his heirs, successors or assigns are complying with the provisions of this Easement; and (ii) obtaining evidence for the purpose of seeking judicial enforcement of this Easement.
- 5.3 Right to Enforcement Costs – All reasonable costs incurred by the Grantees in enforcing the terms of this Easement including, but not limited to, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by the Grantor. It is understood by the parties that if Grantor ultimately prevails in a judicial enforcement action, the Grantees shall pay all reasonable costs.
- 5.4 Remedies – In accordance with the provisions set forth in Ohio Adm. Code 901-2-11, the Grantees shall have the right to enforce the terms of this Easement by proceedings at law or in equity including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of the granting of this Easement, subject to the reserved rights of the Grantor set forth herein. The Grantees, or their successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantees to institute any enforcement proceeding against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights, or the unauthorized wrongful acts of third persons, provided, however, that the Grantor shall notify the State and Local

Grantees of any occurrence which would adversely affect or interfere with the agricultural purposes of this Easement, whether caused by the acts or omissions of the Grantor or third parties, or by natural occurrences.

6. Perpetual Burden – This Easement shall run with and burden the Protected Property in perpetuity and shall bind the Grantor and the Grantees, their heirs, successors, agents, and assigns.

7. Transfer or Assignment of Easement

Upon prior written consent from the State Grantee, this Easement may be assigned or transferred by the Local Grantee to a public agency or non-profit organization, which, at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the United States Internal Revenue Code, as amended, and organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) or successor provision of the United States Internal Revenue Code, as amended. The transferee or assignee will be required to carry out in perpetuity the agricultural purpose which this Easement was originally intended to advance.

8. Transfer of Protected Property – Grantor agrees that upon transfer of the Protected Property, or interest in the Protected Property, from one landowner to another, the terms, conditions, restrictions and Purpose of this Easement will either be referenced in or inserted into any subsequent deed or other legal instrument by which the Grantor divests himself of any interest in all or part of the Protected Property, and be binding upon the parties of the subsequent deed or other legal instrument. The Grantor agrees to notify the State and Local Grantees, their successors, agents and assigns, of any such conveyance in writing within fifteen (15) days after closing.

9. Extinguishment or Termination of Easement

This Easement constitutes a real property interest immediately vested in the Grantees. This Easement may only be extinguished or terminated by a court of competent jurisdiction upon a request to terminate made by Grantor and the Grantees after a finding by the court that the conditions or circumstances on or surrounding the Protected Property have changed to such a degree that it has become impossible to fulfill the conservation purpose of this Easement. The State Grantee stipulates to have the proportionate share of the fair market value of the Protected Property unencumbered by this Easement. The proportionate share is determined at the time of conveyance of this Easement by dividing the purchase price (\$157,365) by the fair market value of the Protected Property without this Easement (\$410,400).

If this Easement is extinguished, terminated or condemned, in whole or in part, Grantor shall reimburse the State Grantee for the amount equal to the proportionate share of the fair market value of the Protected Property unencumbered by this Easement as required by R.C. 901.22(A)(2)(b). The fair market value of the Protected Property shall be determined at the time this Easement is extinguished, terminated or condemned by a complete certified appraisal conducted by an Ohio certified general appraiser, that is approved by both Grantees. The fair market value of the Protected Property shall not include any increase in value after the date of this Easement attributable to improvements.

The State Grantee shall be allocated one hundred percent (100%) of the proportionate share. Monies received by the Director shall be credited to the Agricultural Easement Purchase Fund.

Until such time as the State Grantee receives its proportionate share from the Grantor or the Grantor's successor or assigns, the State Grantee shall have a lien against the

Protected Property for the amount of the proportionate share due to it. If proceeds from extinguishment, termination or condemnation are paid directly to the Local Grantee, the Local Grantee shall reimburse the State Grantee for the amount of the proportionate shares due.

10. Hazardous Waste

The Grantor warrants that he has no knowledge of a release, use, or deposit of a hazardous substance or toxic waste on the Protected Property as such substances or wastes are defined by applicable local, state and federal laws and regulations, and hereby promises to indemnify and defend the Grantee, and hold the Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorneys' fees) arising from or with respect to any release, use, or deposit of hazardous waste or violation of environmental laws and regulations.

11. Indemnity – Grantor shall indemnify, defend, and hold harmless the Grantees, their employees, agents and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, but not limited to, court costs, reasonable attorneys' fees and attorneys' fees on appeal) to which Grantees may be subject or incur relating to the Protected Property, which may arise from events including, but not limited to, Grantor's negligent acts or omissions, Grantor's breach of any representation, warranty, covenant, agreement contained in this Easement, the release, use or deposit of any hazardous substance on the property, or violations of any federal, state or local law.

12. Amendment or Modification of Easement – This Easement may be amended or modified only if such amendment or modification furthers or is consistent with the Purpose of this Easement in the sole and exclusive judgment of the Grantor and the Grantees. Any amendment or modification must be mutually agreed upon by all parties to this Easement, comply with all applicable laws and regulations, and be signed and duly recorded by the parties to this Easement.
13. Boundary Line Adjustments – Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two acres for the entire Protected Property.
14. Subordination – Any mortgage or lien arising after the date of this Easement shall be subordinate to this Easement. Any liens, mortgages, easements (except maintenance easements and rights of way for already installed utilities) or other clouds on title existing prior to the date of this Easement must be subordinated to this Easement or otherwise appropriately dealt with prior to the execution and recording of this Easement.
15. Re-Recording – The Local or State Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement.
16. Notices – Any correspondence required by this Easement shall be sent to the parties at the following addresses or such addresses as may be hereafter specified in writing:

Grantor: Elmer W. Geil and Iris Geil, 5700 State Route 534 North, Windsor, Ohio 44099.

State Grantee: Ohio Department of Agriculture, Office of Farmland Preservation, 8995 East Main Street, Reynoldsburg, Ohio 43068.

Local Grantee: Western Reserve Land Conservancy, P.O. Box 314, Novelty, Ohio 44072.

17. Severability – The provisions of this Easement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

18. Entire Agreement and Waiver

This Easement sets forth the entire agreement between the parties hereto, and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Easement supersedes all prior discussions, negotiations, understandings, or agreements between the parties relating to this Easement, whether written or oral. Originals and supporting documentation are on file with the State Grantee, with a copy available on file with the Local Grantee.

A waiver by any party or any breach or default by the other party under this Easement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

19. Termination of Rights and Obligations – A party's rights and obligations under this Easement terminate upon the transfer of that party's interest in the Easement or Protected Property, except the liability for acts or omissions prior to transfer shall survive transfer.
20. Governing Law – This Easement shall be governed by and interpreted under the laws of the State of Ohio and applicable federal law. Except as otherwise specifically provided, all references to statutes, rules and regulations in this Easement shall be construed to

mean the version of that statute, rule or regulation in effect as of the date on which this Easement is recorded. Any action or proceeding arising out of the terms of this Easement shall be brought in a court of competent jurisdiction located in Franklin County, Ohio.

21. No Merger – In the event that either of the Grantees take legal title to Grantor's interest in the Protected Property, the interest conveyed by this Easement will not merge with the fee title but will continue to exist and be managed as a separate estate. In addition, and as soon as possible, the Grantees will transfer this Easement to a qualified organization within the meaning of Section 170(h)(3) of the U.S. Internal Revenue Code, as amended, which has among its purposes the conservation and preservation of land and water areas. No purchase or transfer of the underlying fee interest in the Protected Property by or to the Grantees, or any successor or assignee, shall be deemed to eliminate these Easement terms, or any portion thereof.
22. 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, agents, heirs, successors, devisees and assigns, unless otherwise noted.

TO HAVE AND TO HOLD the above-described Agricultural Easement to the use, benefit, and behalf of the Grantees, and their successors and assigns forever.

The Grantor(s)

Signature: Elmer W. Geil
Elmer W. Geil

Signature: Iris Geil
Iris Geil

Acknowledgement

State of Ohio
County of Ashtabula)ss.:

The foregoing instrument was acknowledged before me this 10th day of August 2012 by Elmer W. Geil and Iris Geil, husband and wife, who acknowledges that S/he/they did sign the foregoing instrument, and that the same is her/his/their free act and deed.

Kathryn Jean Johnson
Notary Public
My Commission Expires:



Kathryn Jean Johnson
Notary Public
State of Ohio
Commission Expires:
August 3, 2014

Acceptance by State Grantee

Ohio Department of Agriculture

Signature: 
David T. Daniels
Director of the Ohio Department of Agriculture

Acknowledgement

State of Ohio
County of Licking)ss.:

The foregoing instrument was acknowledged before me this 17th day of July, 2012, by David T. Daniels, the Director of the Ohio Department of Agriculture, acting for and on behalf of the State of Ohio, who acknowledged that He executed the same for and on behalf of that department and the State of Ohio and that He did so on his, the Department's and the State of Ohio's own free act and deed.

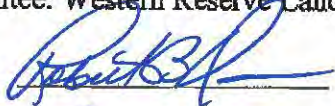

Notary Public
My Commission Expires:



Connie L. Ellis
Notary Public, State of Ohio
My Commission Expires 02-15-2015

Acceptance by Local Grantee

Local Grantee: Western Reserve Land Conservancy

Signature: 

Printed Name: ROBERT B. OWEN

Title: ASSISTANT SECRETARY

Acknowledgement

State of Ohio

County of Geauga)ss.:

The foregoing instrument was acknowledged before me this 7th day of August, 2012 by Robert B. Owen, Assistant Secretary, acting for and on behalf of Western Reserve Land Conservancy, State of Ohio, who acknowledged that they executed the same for and on behalf of that local jurisdiction and that they did so on their, the local jurisdiction's own free act and deed.

Diane C. Madison

Notary Public

My Commission Expires: 12/2/2015



DIANE C. MADISON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 12/2/15

This instrument was prepared by:
Ohio Department of Agriculture
Office of Farmland Preservation
8995 E. Main Street
Reynoldsburg, Ohio 43068

6-4-12

Escrow File No.: 101072

EXHIBIT "A"

Situated in the Township of Hartsgrove, County of Ashtabula and State of Ohio:

Parcel No. 1: Known as being part of Lots 107 and 117 and bounded on the North by lands of Nelson Griswold; East by lands of N.J. Moody and Howard Hoskins; South by Lot lines of Lot No. 117; West by Lot line of Lots 107 and 117, and containing 105 acres of land, be the same, more or less, but subject to all legal highways.

Parcel No. 2: Known as being part of Lot No. 106 in said Township, and bounded and described as follows

Beginning in the center of the Highway and in the West line of said Lot No. 106 at the Southwest corner of land conveyed to Horatio N. Griswold by deed recorded in Volume 74, page 490, Ashtabula County Records; thence Easterly along the South line of land so conveyed to Griswold, to the East line of said Lot No. 106; thence Southerly along the East line of said Lot to the Southeast corner thereof; thence Westerly along the South line of said Lot to the Southwest corner thereof; thence Northerly along the center line of the highway to the place of beginning, containing 75 acres of land, be the same, more or less, but subject to all legal highways.

Parcel Nos. 24-018-00-008-00; 24-019-00-004-00 and 24-019-00-007-00



EXHIBIT B



Western Reserve Land Conservancy

OUR LAND. OUR LEGACY.

PRESENT CONDITION REPORT FOR THE GEIL FARM

Baseline Documentation Report

Owner: Elmer & Iris Geil

Township: Hartsgrove

County: Ashtabula

Report Prepared By: Pete McDonald

Date of Site Visit: April 22, 2011

Date Finalized: September 6, 2011

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SECTION 1: INTRODUCTION

The purpose of the following Present Condition Report is to visually describe the physical features and current land uses of the Geil Farm (hereafter referred to as the "Protected Property") on which an Agricultural Easement will be granted to the Ohio Department of Agriculture and Western Reserve Land Conservancy.

This report was prepared after a site visit by Pete McDonald, Director of Stewardship for Western Reserve Land Conservancy, and Scott Hill, Eastern Field Director for Western Reserve Land Conservancy, on April 22, 2011. On July 24, 2012 Scott Hill revisited the Protected Property and no major changes were observed.

Thirty-six digital photographs were taken by Pete McDonald using a Nikon Coolpix S550 digital camera. The location from which the photographs were taken was determined by walking the entire property including the property corners and boundaries.

SECTION 2: GRANTOR INFORMATION

Name: Elmer & Iris Geil

Address: 5700 S.R. 534 N, Windsor, OH 44085

Phone: (440) 474-5244

SECTION 3: GRANTEE INFORMATION

Name: Western Reserve Land Conservancy

Address: P.O. Box 314, Novelty, OH 44072

Phone: (440) 729-9621

SECTION 4: PRESENT OWNER CONTACT INFORMATION

Name: Elmer & Iris Geil

Address: 5700 S.R. 534 N, Windsor, OH 44085

Phone: (440) 474-5244

SECTION 5: PROPERTY INFORMATION

Note: Parcel information for this report was gathered from the Ashtabula County Auditor; however, for the purpose of the deed preparation and recordation, legal acreage is determined by examination of the title, not from the County Auditor's records.

The Geil Farm to be encumbered by an Agricultural Easement is comprised of three parcels in Hartsgrove Township, Ashtabula County, Ohio. Refer to the maps within this report for a

depiction of the parcels included in the farm.

Parcel Number	Location	Acreage
24-018-00-008-00	5700 S.R. 534 N, Windsor, OH 44085	75
24-019-000-04-00	S.R. 534 N, Windsor, OH 44085	60
24-019-000-07-00	S.R. 534 N, Windsor, OH 44085	45
	Total:	180 acres

Access Notes

Access the Protected Property from the location address at 5700 S.R. 534 N, Windsor, OH 44085.

SECTION 6: SUMMARY OF MONITORING NOTIFICATION REQUIREMENTS

The Grantees or their agents shall have the right to enter the Protected Property, in a reasonable manner and at reasonable times, for the purpose of monitoring the terms of the easement.

SECTION 7: PROPERTY INVENTORY

7.1 RESIDENTIAL AREAS, STRUCTURES, IMPROVEMENTS, AND/OR NOTED FEATURES

Homestead Area

- House – Photo Point 1 – The house is in good condition. The Homestead Area also contains gardens other typical residential features.
- Wood barn, silo, shed, concrete pad – Photo Point 6
- Pole barns (Morton) – Photo Points 7 & 9

Other structures

- Fences – Photo Points 3-5
- Old fence – old post and wire fences are located along some property boundaries and field edges.
- Pond Area – Shelter, brick fire place, windmill, and dock – Photo Point 11
- Sugarhouse – Photo Point 14
- Bridge – Photo Point 15
- Dilapidated structure – Photo Point 36

7.2 POWER/UTILITY RIGHTS OF WAY

- Utility lines extend along the western property boundary along S.R. 534 and provide

services to the Homestead Area.

7.3 EXISTING EASEMENTS OR OTHER RIGHTS OF WAY

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

7.4 ACCESS ROADS & TRAILS

- See the Existing Conditions map in Appendix C for the approximate location of all access roads and trails.
- Gravel drives provide access to the Homestead Area. The drives are in good condition.
- A field access point is located in the northwestern property corner along S.R. 534. The access drive is grass.
- A two-track drive extends from the Homestead Area to the pond area down the slope, across Hoskins Creek, and up the slope to the eastern fields (Photo Points 12, 14, & 17). The two-track is in fair condition with some ruts along the slopes especially near the sugarhouse. Currently, there is no bridge over Hoskins Creek. A gate is located at the toe of the slope on the eastern side of the creek.
- Trails extend from the open fields north of the pond area through the forest to the southwest toward the sugar house area near Hoskins Creek. Metal gates are found at the entrance to the woods. A wooden bridge over one of the intermittent tributaries to Hoskins Creek is depicted in Photo Point 15.
- Low impact trails are also found in the southern forest north of Hoskins Creek and in the southwestern property corner.

7.5 DUMPS, MAJOR DISTURBANCES, OR ENVIRONMENTAL HAZARDS

- Old farm equipment is located east of the pond area (Photo Point 12) and scattered in the old fence row east of the pond area (not pictured). Old farm items include an old manure spreader, metal, old wagon beds, a concrete watering trough, old out house, hoses, microwave, and other items. A manure/compost pile is also found in this portion of the Protected Property. An empty 55-gallon drum is found down the slope.
- Photo Point 36 depicts an old dilapidated barn.

7.6 ENCROACHMENTS

- No encroachments were observed at the time of the site visit. A well traveled trail extends along the southern property boundary near the southwestern property corner, but the trail is on the neighbor's property.

7.7 RECENT FORESTRY OR MANAGEMENT ACTIVITY

- No recent forestry or management activity was observed at the time of the site visit.

7.8 INVASIVE SPECIES

- Multiflora rose is abundant in the forested area west of the Hoskins Creek northeast of the pond area making it difficult to traverse.

7.9 MONITORING NOTES

- The Protected Property is easily accessible from the Homestead Area.
- The multiflora rose area mentioned in the previous section is extremely difficult to traverse; however the remaining portion of the Protected Property is easy to navigate.
- Steep slopes are found along Hoskins Creek. Hoskins Creek may be difficult to cross during the wet season.

SECTION 8: CURRENT LAND USES

8.1 LAND COVER SUMMARY

The Protected Property encompasses approximately 180 acres in total land area (See Land Cover map).

Natural Resource / Land Cover	Description
Agricultural Field	~ 81 acres
Pasture	~ 11 acres
Landscaped/Maintained Area	~ 2 acres
Building Area	~ 3.5 acres
Early Successional Forest	~ 4 acres
Early/Mid-Successional Forest	~ 20 acres
Mid-Successional & Mature Forest	~ 49 acres
Wetland – Mixed Shrub Swamp	~ 1 acre
Wetland - Mixed	~ 3 acres
Wetland - Floodplain Swamp Forest	~ 3 acres
Wetland – Wet Meadow	~ 3 acres
Pond	~ 0.5 acres
Hoskins Creek (perennial)	~ 3,200 linear feet
Hoskins Creek Tributaries (intermittent)	~ 3,400 linear feet

Refer to the Appendix for the location of soil types on the Protected Property.

8.2 CONSERVATION PRACTICES

Hay, pasture, and row crops (corn and soy) are rotated through the agricultural areas. Tile has been installed on the north parcel and the landowner is working with NRCS to improve the access over Hoskins Creek to the eastern fields. This improvement is also being designed to accommodate new fencing that will keep livestock out of the creek to meet the requirements of

the NRCS Conservation Plan. The timber has been maintained in a sustainable manner as a long term investment. The Protected Property is also managed to promote wildlife including creating brush piles for grouse and rabbits. The large timber along the creek provides excellent roosting habitat for wild turkey, pileated woodpeckers and a variety of migratory birds.

8.3 SOIL UTILIZATION

In terms of erosion, the landowner is also working with NRCS to create new retention basins along the ditch to decrease soil loss during heavy rain and create watering opportunities for livestock to prevent them from wading in Hoskins Creek. The riparian corridors along Hoskins Creek and intermittent tributaries flowing into Hoskins Creek contain grass waterways as well as forested and wetland areas protecting water resources within the State Scenic Grand River watershed. Refer to the Soil Table appendix for soil types and descriptions. Refer to the Maps appendix for a map depicting the location of each soil type on the farm.

SECTION 9: NARRATIVE DESCRIPTION OF CONSERVATION VALUES

Introduction

On April 22, 2011, Pete McDonald, Director of Stewardship for Western Reserve Land Conservancy, Scott Hill, Eastern Field Director for Western Reserve Land Conservancy, visited the Geil farm for the purpose of establishing a present condition report of the property to be protected by the agricultural easement. During the site visit, we walked the entire farm and took photos at the property corners and at other significant locations.

Surrounding Land Use

The Protected Property is located in Hartsgrove Township, Ashtabula County approximately 4 miles north of U.S. Route 322, approximately 8 miles northwest of the town of Orwell, and approximately 2 miles west of the main stem of the Grand River and numerous other preserved properties. The Protected Property is located adjacent to 517 acres of permanently protected farmland (Nye conservation easements held by Western Reserve Land Conservancy), and preservation of the Protected Property showcases AEPP's goal to create large, viable protected agricultural areas. The scenic corridor where the Protected Property is located is part of the Ashtabula County Covered Bridge Tour every fall, so this eco-tourism would increase visibility for AEPP, as visitors drive by and see the AEPP signage in front of the farm.

The surrounding landscape (See Appendix C: Aerial View II) consists of large agricultural fields and large blocks of forests and natural areas including riparian corridors along high quality tributaries to the Grand River.

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

Agricultural Fields

The Protected Property contains approximately 80 acres of agricultural fields. Hay, pasture, and row crops (corn and soy) are rotated through the agricultural areas. Photo Points 8, 9, 18, 20, 30, and 33 depict the agricultural fields.

Pasture

The Protected Property contains approximately 11 acres of pasture southeast of the existing building area. The pasture area surrounds a wet meadow area and an intermittent tributary to Hoskins Creek. Photo Points 2, 4, and 5 depict portions of the pasture area.

Landscaped/Maintained Area

The Protected Property contains approximately 2 acres of maintained lawn and picnicking area around the pond in the center of the western parcel.

Early Successional Forest

The Protected Property contains approximately 4 acres of early-successional hardwood forest habitat along the northern property boundary west of Hoskins Creek.

Early/Mid Successional Forest

The Protected Property contains approximately 20 acres of early/mid-successional hardwood forest on the upland areas east of Hoskins Creek. Oak, maple, and hickory dominate these areas. Photo Points 19 and 32 depict this habitat.

Mid Successional & Mature Forest

The Protected Property contains approximately 49 acres of mid-successional and mature hardwood forest on the steep slopes surrounding Hoskins Creek. American beech, sugar maple, red oak, hemlock, hickory, and tulip are the most common canopy tree species. Canopy trees range from 8" to 3' dbh. The understory is lush with wildflowers including trillium, squirrel corn, hepatica, violets, blue cohosh, spring beauty, wild geranium, and more. Photo Points 17, 23, and 26-29 depict this habitat.

Wetland – Floodplain Swamp Forest

The Protected Property contains approximately 3 acres of floodplain swamp forest adjacent to Hoskins Creek along the southern property boundary. Forest seeps are also common along the toe of the steep slopes surrounding Hoskins Creek. American elm, red elm, red maple, hemlock, yellow birch, and skunk cabbage are common in the streamside wetland areas. Photo Point 25 depicts a portion of this habitat and Photo Point 22 depicts the floodplain area from the top of the southern slope of the Protected Property.

Wetland – Mixed

The Protected Property contains approximately 3 acres of mixed shrub and forested wetlands

west of Hoskins Creek along the northern property boundary (Photo Point 35). Red osier dogwood is common in the shrub layer and American elm and red maple are common tree species.

Wetland – Wet Meadow

The Protected Property contains approximately 3 acres of wet meadow surrounding an intermittent tributary to Hoskins Creek flowing through the southwestern pasture area. Photo Point 2 depicts this habitat.

Wetland – Mixed Shrub Swamp

The Protected Property contains approximately 1 acre of mixed shrub swamp in the center of the eastern agricultural field. Photo Point 31 depicts this habitat. Swamp rose and red osier dogwood are common in this wetland. Wood frog egg masses were found in the wetland pool.

Pond

The Protected Property contains a 0.5 acre pond east of the existing building area.

Hoskins Creek and Tributaries

The Protected Property contains approximately 3,200 linear feet of Hoskins Creek and 3,400 linear feet of tributaries to Hoskins Creek. Hoskins Creek flows from north to south through the western parcel and from west to east through southern parcel and exhibits sinuosity with excellent riffle, run, and pool characteristics. Photo Points 16, 21, 28, and 34 depict portions of Hoskins Creek as it flows through the Protected Property. The substrate consists of large amounts of cobble (flat cobble) and gravel with smaller amounts of sand and some boulders. Sand and gravel bars are also common along the stream corridor. Water quality appears to be excellent although more extensive studies are required. The intermittent tributaries flow through the western pasture and through steep ravines surrounding Hoskins Creek (Photo Points 2 & 13). The substrate of the tributaries is primarily sand and gravel.

Summary of Conservation Values

The Protected Property possesses significant scenic, aesthetic, open space, and agricultural conservation values. The Protected Property has scenic, aesthetic, and open space values that add to the rural character of Hartsgrove Township. State Route 534 provides scenic views of the farm. The Protected Property has agricultural conservation value based on its approximately 81 acres of high quality agricultural land. The preservation of the Protected Property also has conservation value because it helps meet the goals of locally endorsed plans to protect farmland. Ashtabula County Farmland Preservation Committee was formed in 2000 and drafted a Farmland Preservation Plan that was formally adopted by the County. In 2003, it was integrated into the County Comprehensive Plan, making it official land use policy. The County Planning Department now oversees farmland preservation/land use policy.

The Protected Property has natural resource conservation value based on 99 acres of high quality natural habitats including various successional stages of mixed hardwood forest including mature forest, wetlands, and perennial and intermittent tributaries to the State Scenic Grand River. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. The vegetated buffer along the tributary helps control run-off, prevent erosion, and mitigate flooding to downstream properties thus helping to improve water quality in the Grand River watershed. Natural areas preservation also promotes groundwater recharge for local aquifers.

SECTION 10: LIST OF PHOTO POINTS

(All photos were taken by Pete McDonald with a Nikon CoolPix S550 digital camera on April 22, 2011.)

1. Looking east at the house within the Homestead Area.
2. Looking east-southeast along a grass waterway from the corner of the Homestead Area from S.R. 534.
3. Looking north along S.R. 534 along the western boundary of the Homestead Area.
4. Looking east at the pasture along the southern property boundary along a post and wire fence from the southwestern property corner.
5. Looking north along the western property boundary along S.R. 534 from the southwestern property corner.
6. Looking northeast from S.R. 534 at a large barn, concrete pad, and associated farm improvements within the Homestead Area.
7. Looking south along S.R. 534 along the western property boundary at a large red pole barn from the northwestern property corner.
8. Looking east along the northern property boundary along a tree line from the northwestern property corner from S.R. 534.
9. Looking west at the barns on the northern portion of the Homestead Area.
10. Looking east the pond, small windmill, and small structures in the background.
11. Looking northeast at a shelter, fireplace, and other camp structures near the pond.
12. Looking southeast at a representation of some of the old farm equipment found in this area of the Protected Property.
13. Looking west-southwest at a Hoskins Creek tributary as it flows generally from west to east toward Hoskins Creek.
14. Looking east-southeast at the sugarhouse and an open maintained stream crossing area around Hoskins Creek.
15. Looking northeast at a trail and a wooden bridge over an intermittent creek flowing east toward Hoskins Creek.
16. Looking north-northeast at Hoskins Creek.
17. Looking west at the trail as it extends down the slope toward Hoskins Creek.

18. Looking northwest at one of the agricultural fields.
19. Looking west along the property boundary at wet woods.
20. Looking east-northeast at an open agricultural field.
21. Looking west at Hoskins Creek and a hemlock slope.
22. Looking east-northeast at the Hoskins Creek floodplain from the southern slope. A low impact trail is found here.
23. Looking east along the southern property boundary from the southwestern property corner. A trail, on the neighbor's property, extends along a portion of the southern property boundary.
24. Looking north along the western property boundary from the southwestern property corner.
25. Looking north at forest seeps and streamside wetlands on the south side of Hoskins Creek.
26. Looking west-northwest along the property boundary from near the southeastern property corner.
27. Looking north along the property boundary from the southeastern property corner.
28. Looking west-southwest at Hoskins Creek as it flows east toward the property boundary.
29. Looking southeast at the large oaks at the top of the ridge to the north of Hoskins Creek.
30. Looking northwest at the field.
31. Looking northwest at a shrub swamp wetland in the middle of the agricultural fields.
32. Looking southwest at a flat oak-maple-hickory forest from the northwestern property corner.
33. Looking southeast at a large agricultural field.
34. Looking south-southwest at the hemlock ridge on the east side of Hoskins Creek near the northern property boundary.
35. Looking north at a wetland area west of Hoskins Creek. This area is densely vegetated with multiflora rose.
36. Looking southeast at an old dilapidated structure.

SECTION 11: PHOTO POINT COORDINATES

Coordinate System: US State Plane, NAD 83, Ohio North 3401 (feet)

GPS points taken on April 22, 2010 using a Trimble GeoExplorer 2008 Series GPS.

Point Number	Northing	Easting
1	705733.182	2391594.743
2	705508.175	2391601.824
3	705508.799	2391602.102
4	705245.394	2391613.674
5	705245.462	2391613.548
6	705796.042	2391594.377
7	706497.009	2391589.880
8	706496.649	2391590.030
9	706007.396	2392274.154
10	706008.461	2392273.909

11	705878.513	2392562.551
12	705880.240	2392562.648
13	705754.120	2393038.225
14	705800.625	2393185.338
15	705804.756	2393199.251
16	705554.206	2393387.661
17	705649.468	2393632.375
18	705815.444	2394183.965
19	705292.437	2394195.433
20	704854.130	2394251.598
21	703871.851	2394491.787
22	703779.025	2394393.179
23	703646.150	2394241.276
24	703641.612	2394242.324
25	703791.204	2395238.793
26	703665.192	2395788.560
27	703660.771	2395788.280
28	704190.220	2395799.057
29	704492.842	2395537.820
30	704581.738	2395768.098
31	705512.440	2395130.894
32	706595.228	2395763.958
33	706516.857	2394225.856
34	706523.912	2393700.784
35	706168.219	2393350.314
36	706047.984	2392918.301

Note: The “northing” and “easting” for each point was determined using the GPS unit; however, it should be noted that there is a small amount of error inherent in the GPS readings.

SECTION 12: PHOTO POINT PHOTOS



1. Looking east at the house within the Homestead Area.



2. Looking east-southeast along a grass waterway from the corner of the Homestead Area from S.R. 534.



3. Looking north along S.R. 534 along the western boundary of the Homestead Area.



4. Looking east at the pasture along the southern property boundary along a post and wire fence from the southwestern property corner.



5. Looking north along the western property boundary along S.R. 534 from the southwestern property corner.



6. Looking northeast from S.R. 534 at a large barn, concrete pad, and associated farm improvements within the Homestead Area.



7. Looking south along S.R. 534 along the western property boundary at a large red pole barn from the northwestern property corner.



8. Looking east along the northern property boundary along a tree line from the northwestern property corner from S.R. 534.



9. Looking west at the barns on the northern portion of the Homestead Area.



10. Looking east the pond, small windmill, and small structures in the background.



11. Looking northeast at a shelter, fireplace, and other camp structures near the pond.



12. Looking southeast at a representation of some of the old farm equipment found in this area of the Protected Property.



13. Looking west-southwest at a Hoskins Creek tributary as it flows generally from west to east toward Hoskins Creek.



14. Looking east-southeast at the sugarhouse and an open maintained stream crossing area around Hoskins Creek.



15. Looking northeast at a trail and a wooden bridge over an intermittent creek flowing east toward Hoskins Creek.



16. Looking north-northeast at Hoskins Creek.



17. Looking west at the trail as it extends down the slope toward Hoskins Creek.



18. Looking northwest at one of the agricultural fields.



19. Looking west along the property boundary at wet woods.



20. Looking east-northeast at an open agricultural field.



21. Looking west at Hoskins Creek and a hemlock slope.



22. Looking east-northeast at the Hoskins Creek floodplain from the southern slope. A low impact trail is found here.



23. Looking east along the southern property boundary from the southwestern property corner. A trail, on the neighbor's property, extends along a portion of the southern property boundary.



24. Looking north along the western property boundary from the southwestern property corner.



25. Looking north at forest seeps and streamside wetlands on the south side of Hoskins Creek.



26. Looking west-northwest along the property boundary from near the southeastern property corner.



27. Looking north along the property boundary from the southeastern property corner.



28. Looking west-southwest at Hoskins Creek as it flows east toward the property boundary.



29. Looking southeast at the large oaks at the top of the ridge to the north of Hoskins Creek.



30. Looking northwest at the field.



31. Looking northwest at a shrub swamp wetland in the middle of the agricultural fields.



32. Looking southwest at a flat oak-maple-hickory forest from the northwestern property corner.



33. Looking southeast at a large agricultural field.



34. Looking south-southwest at the hemlock ridge on the east side of Hoskins Creek near the northern property boundary.



35. Looking north at a wetland area west of Hoskins Creek. This area is densely vegetated with multiflora rose.



36. Looking southeast at an old dilapidated structure.

SECTION 13: ACKNOWLEDGMENT OF CONDITION

This Baseline Documentation Report is an accurate representation of the Protected Property at the time of transfer.

GRANTORS



BY: ELMER GEIL



BY: IRIS GEIL

GRANTEE - WESTERN RESERVE LAND CONSERVANCY



BY: PETE McDONALD

DIRECTOR OF STEWARDSHIP

SECTION 13: ACKNOWLEDGMENT OF CONDITION


This Baseline Documentation Report is an accurate representation of the Protected Property at the time of transfer.

GRANTORS


BY: ELMER GEIL


BY: IRIS GEIL

GRANTEE - WESTERN RESERVE LAND CONSERVANCY


BY: PETE McDONALD
DIRECTOR OF STEWARDSHIP

APPENDICES

APPENDIX A: SOIL TABLE

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

SOIL M.	SOIL NAME	ACRES	SOIL CHARACTERISTICS
MhA	Mill silt loam, 0 to 2 percent slopes	72.9	The Mill component makes up 86 percent of the map unit. Slopes are 0 to 2 percent. This component is on ground moraines, end moraines. The parent material consists of fine-loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 5 percent.
PrB	Platea-Darien silt loams, 2 to 6 percent slopes	33.9	The Darien component makes up 39 percent of the map unit. Slopes are 2 to 6 percent. This component is on ground moraines, end moraines. The parent material consists of fine-loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 10 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 6 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 5 percent.
StA	Stanhope silt loam, 0 to 2 percent slopes, frequently flooded	17.8	The Stanhope component makes up 98 percent of the map unit. Slopes are 0 to 2 percent. This component is on flood plains. The parent material consists of fine-silty alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is very high.

			Shrink-swell potential is moderate. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 5 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria.
GaF	Gageville silt loam, 18 to 50 percent slopes	21.4	The Gageville component makes up 95 percent of the map unit. Slopes are 18 to 50 percent. This component is on end moraines, ground moraines. The parent material consists of fine-loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 22 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 5 percent.
MtB	Mitiwanga silt loam, 2 to 6 percent slopes	12.0	The Mitiwanga component makes up 80 percent of the map unit. Slopes are 2 to 6 percent. This component is on ground moraines. The parent material consists of fine-loamy till over sandstone residuum. Depth to a root restrictive layer, bedrock (lithic), is 20 to 40 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 10 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.
MtA	Mitiwanga silt loam, 0 to 2 percent slopes	18.4	The Mitiwanga component makes up 84 percent of the map unit. Slopes are 0 to 2 percent. This component is on ground moraines. The parent material consists of fine-loamy till over sandstone residuum. Depth to a root restrictive layer, bedrock (lithic), is 20 to 40 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-

			swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 7 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.
PrA	Plateau-Darien silt loams, 0 to 2 percent slopes	3.4	The Darien component makes up 39 percent of the map unit. Slopes are 0 to 2 percent. This component is on ground moraines. The parent material consists of fine-loamy till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 11 inches during January, February, March, April, May, June, October, November, December. Organic matter content in the surface horizon is about 6 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.
W	Water	0.3	

- Source: USDA - Natural Resource Conservation Service SSURGO Soils Database for Ohio - 2003
- (*) Indicates "All areas prime farmland" as identified by the U.S. Department of Agriculture.
- Acres are approximately based on GIS calculations

APPENDIX B: NATURAL RESOURCE INVENTORY

Plant Species Inventory

April 22, 2011 – Pete McDonald & Scott Hill

Trees

American beech
Ash
Basswood
Birch, Yellow
Black Cherry
Black locust
Elm, American
Elm, Red
Hawthorn sp.
Hemlock
Hickory, Bitternut
Hickory, Pignut
Hickory, Shagbark
Ironwood
Maple, Red
Maple, Sugar
Musclewood
Oak, Red
Oak, White
Sour Gum
Tulip

Shrubs, Vines, & Briars

Grapevine
Red osier dogwood
Spicebush
Swamp rose

Herbaceous Plants

Anemone sp.
Bloodroot
Blue cohosh
Cut-leaved toothwort
Dock
Equisitum
Fern, Christmas
Hepatica
Iris sp.
Jack-in-the-pulpit
Leeks
May apple
Partridgeberry
Red trillium
Spring beauty
Squirrel corn
Trout lily
Two-leaved toothwort
Violets
White trillium
Wild geranium

Invasive Species

Multiflora rose

APPENDIX C: MAPS

PROPERTY IDENTIFICATION
WATERSHED LOCATION
LOCATION
AERIAL VIEW I
AERIAL VIEW II
SOILS
TOPOGRAPHY
LAND COVER
EXISTING CONDITIONS
HOMESTEAD AREA
PHOTO POINTS

Disclaimer:

The maps included in this appendix are not legal surveys and should not be construed as such. The maps assist Western Reserve Land Conservancy in its efforts to depict the boundaries of the conservation easement's "Protected Property," its regional property location, and 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 conservation easement. 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 G.P.S. and other sources.

The legal boundaries of the conservation easement's "Protected Property" are derived from the legal description which is an exhibit to the conservation easement document. Western Reserve Land Conservancy attempts to make all maps match the legal description as closely as possible.



250 0 250 500
Feet



Western Reserve Land Conservancy
OUR LAND OUR LEGACY.

2006 Aerial Photo
Map Created 7/27/11 pbm

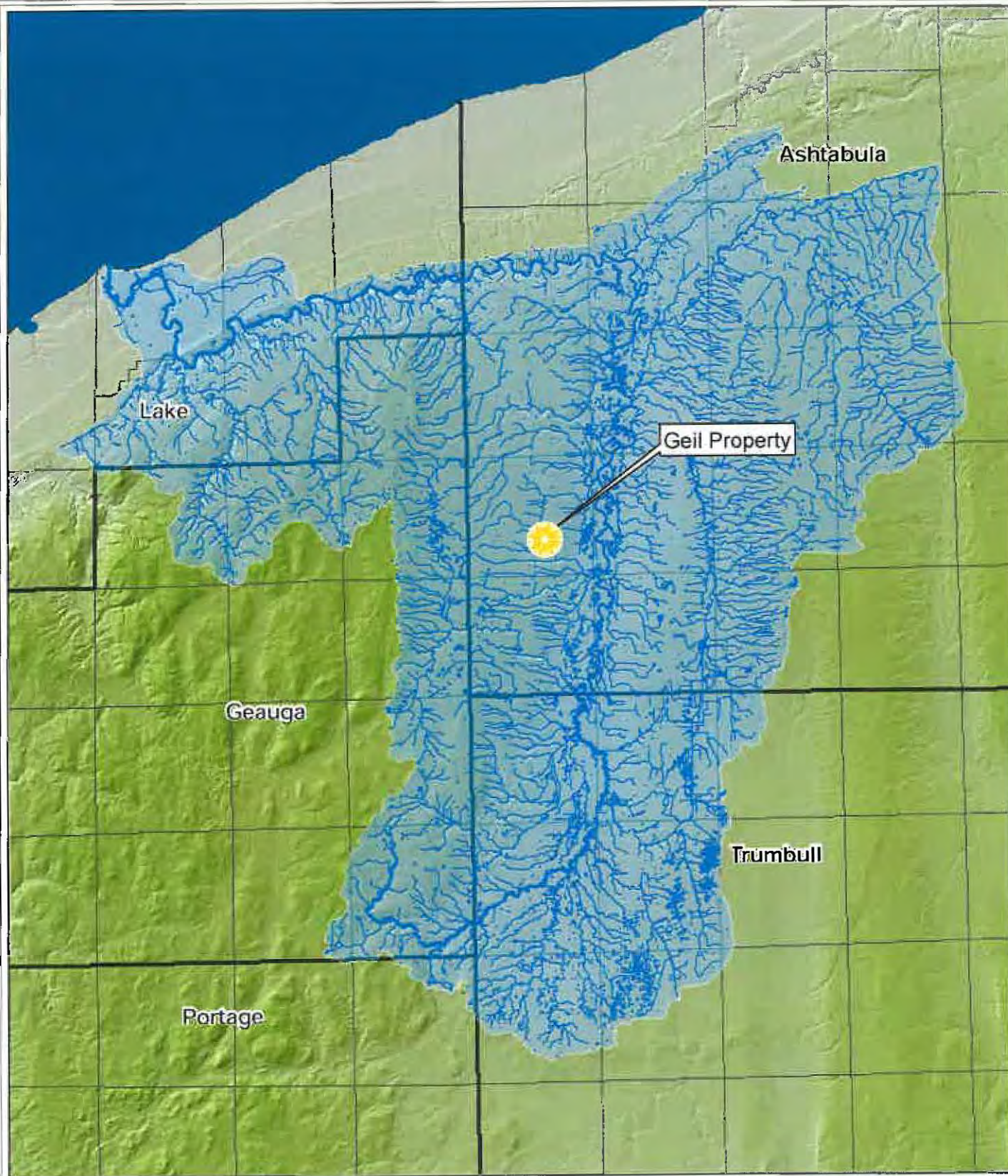
Property Identification



Geil Property: ~ 180 acres



Parcels - Ashtabula Co.



4 0 4 8 Miles



Western Reserve
Land Conservancy
OUR LAND. OUR LEGACY.

Watershed Location



Grand River & Tributaries



Lake Erie



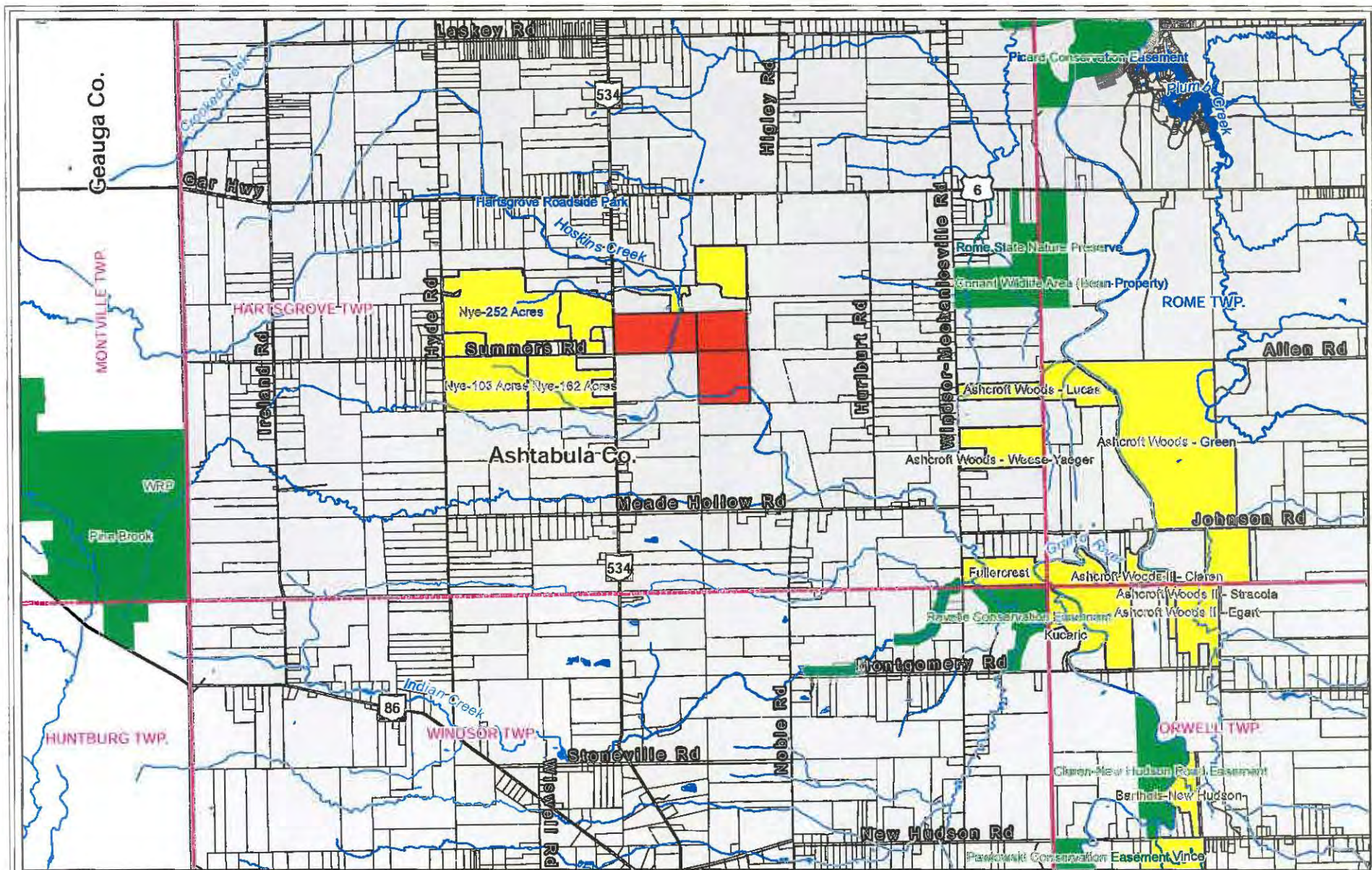
Counties



Townships



Map Created 7/27/11 pbm



0.5 0 0.5 1 Miles



Western Reserve Land Conservancy
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Map Created 7/27/11 pbm

Location: Geil Farm, Hartsgrove Township, Ashtabula County

- Geil Property (180 acres)
- Parks & Managed Areas
- Township Boundaries
- WRLC Protected Properties
- Parcels - Ashtabula Co.
- State Highways
- NHD - Streams/Rivers





250 0 250 500
Feet



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2006 Aerial Photo
Map Created 7/18/11 pbm

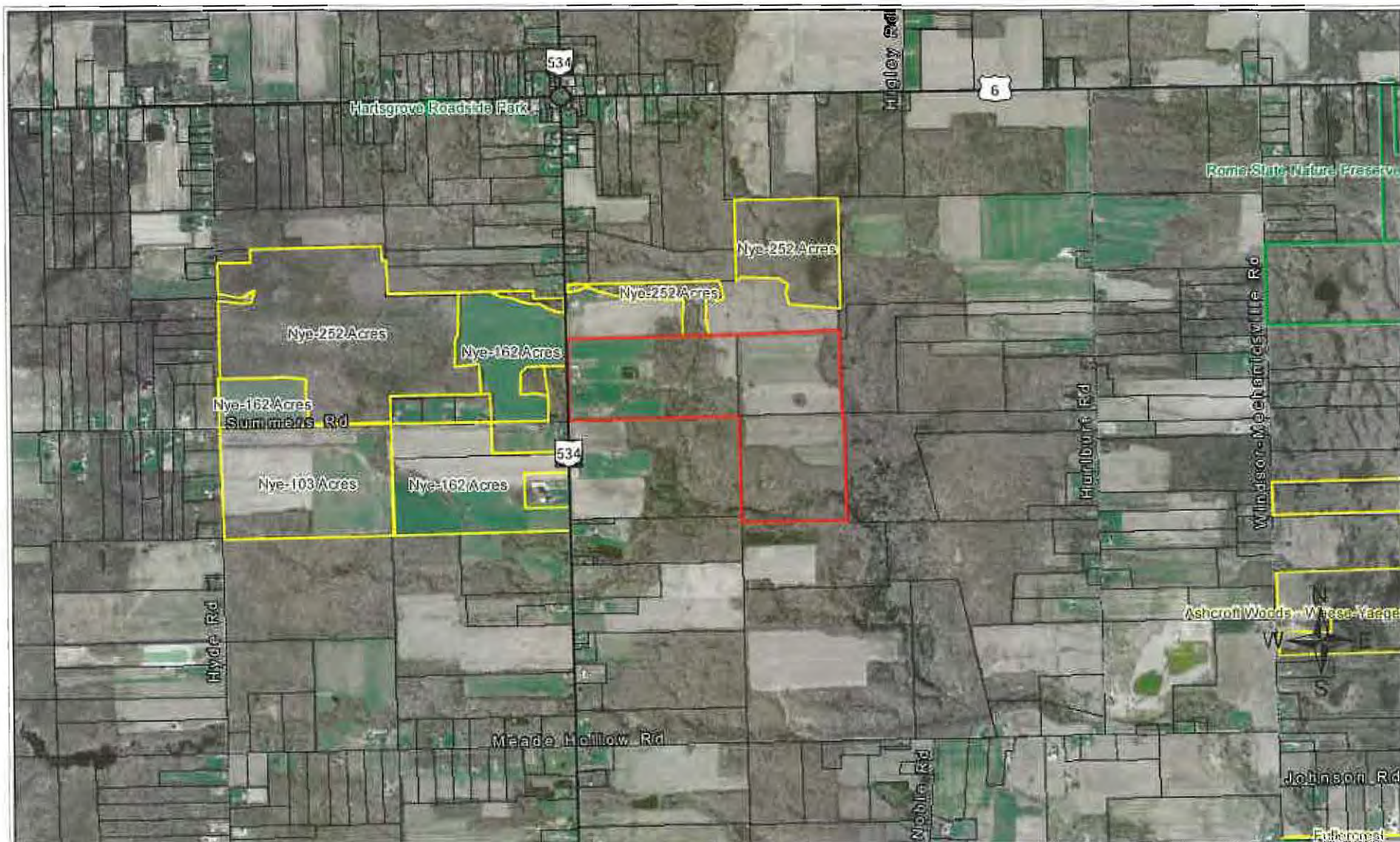
Aerial View I



Geil Property: ~ 180 acres



Parcels - Ashtabula Co.



0.2 0 0.2 0.4
Miles



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2006 Aerial Photo
Map Created 7/18/11 pbm

Aerial View II



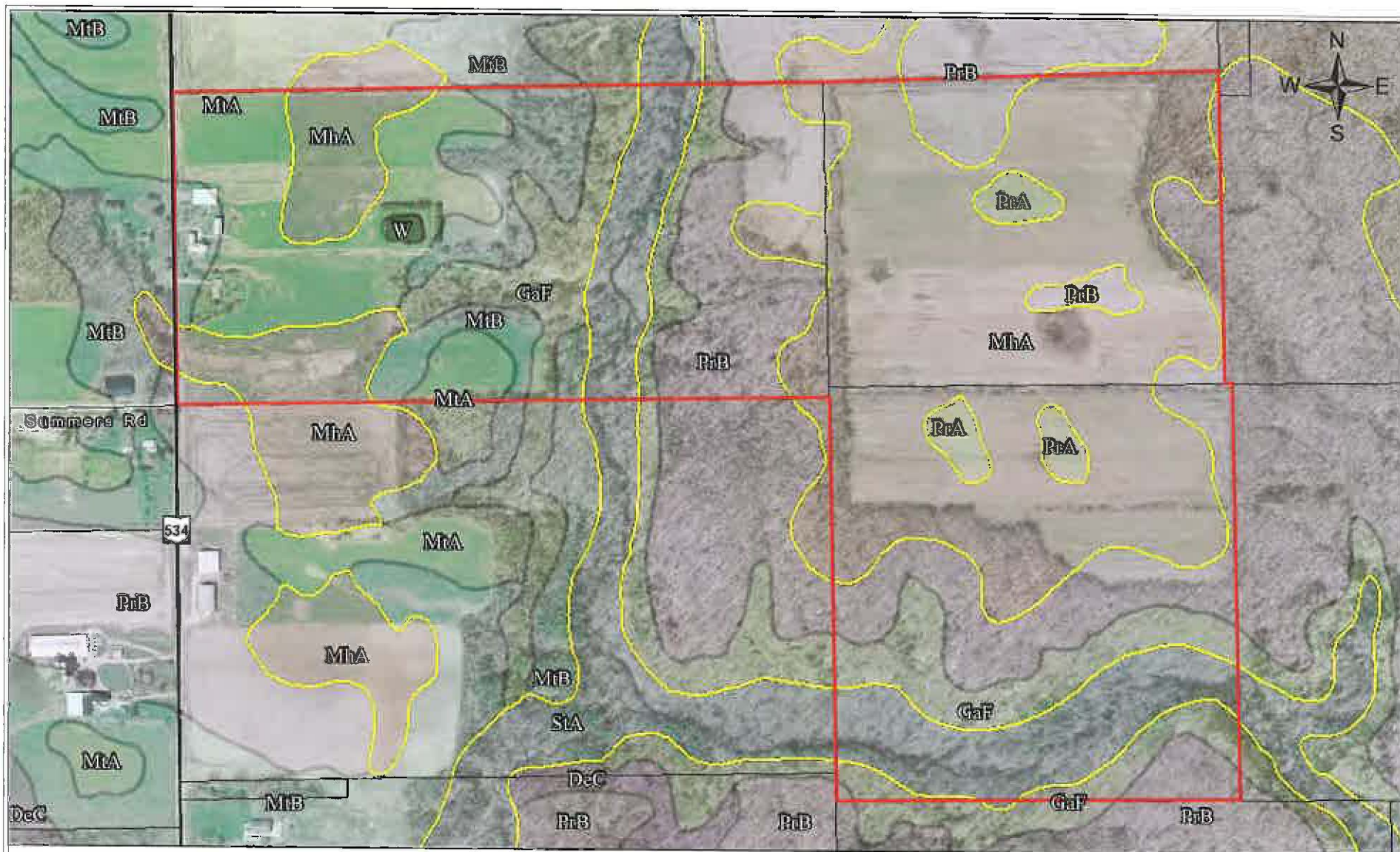
Geil Property: ~ 180 acres



Parcels - Ashtabula Co.



WRLC Protected Properties



250 0 250 500
Feet



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2006 Aerial Photo
Map Created 7/18/11 pbm

Soils



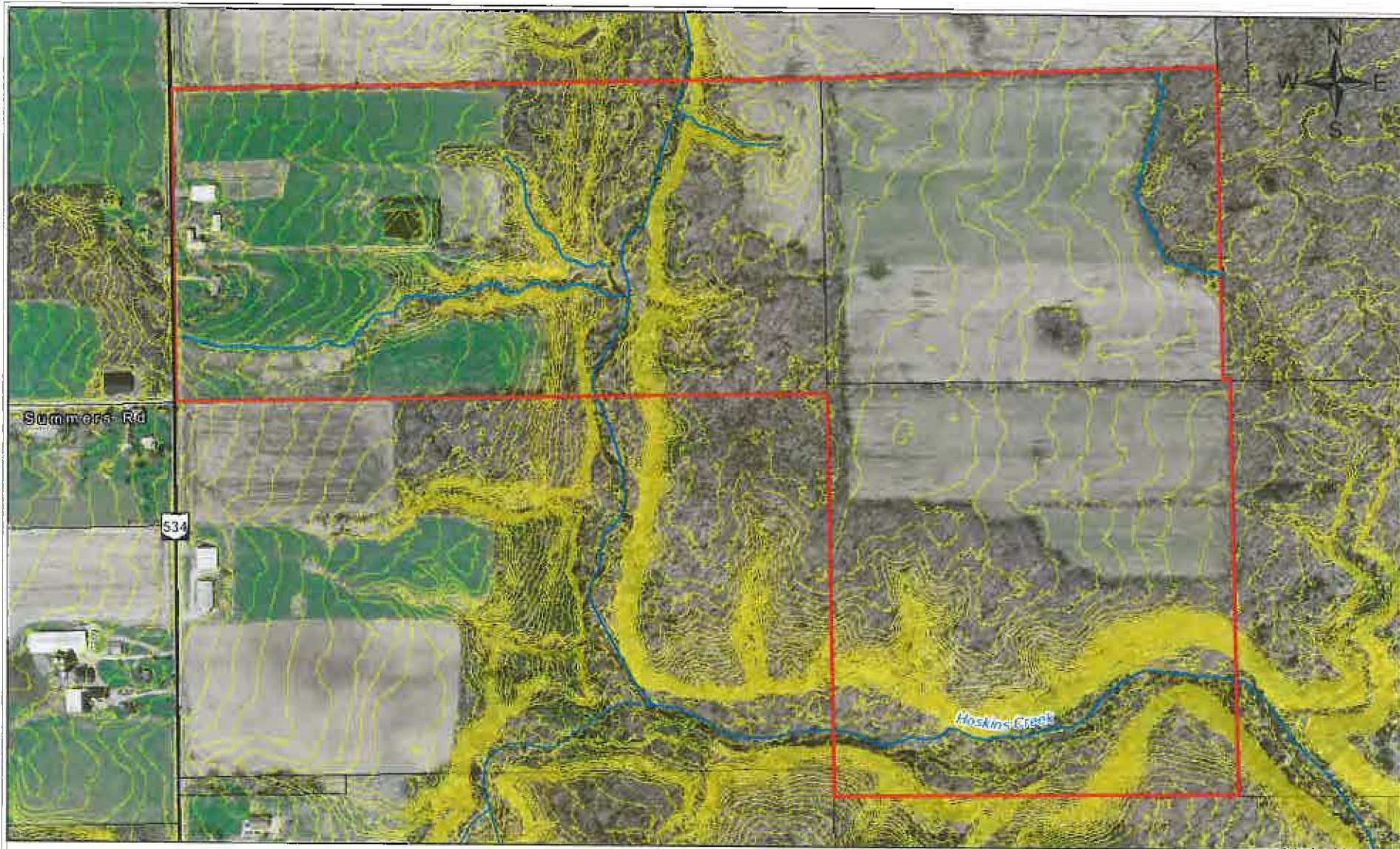
Geil Property: ~ 180 acres



Parcels - Ashtabula Co.



Hydric Soils



250 0 250 500
Feet



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2006 Aerial Photo
Map Created 7/18/11 pbm

Topography



Geil Property: ~ 180 acres



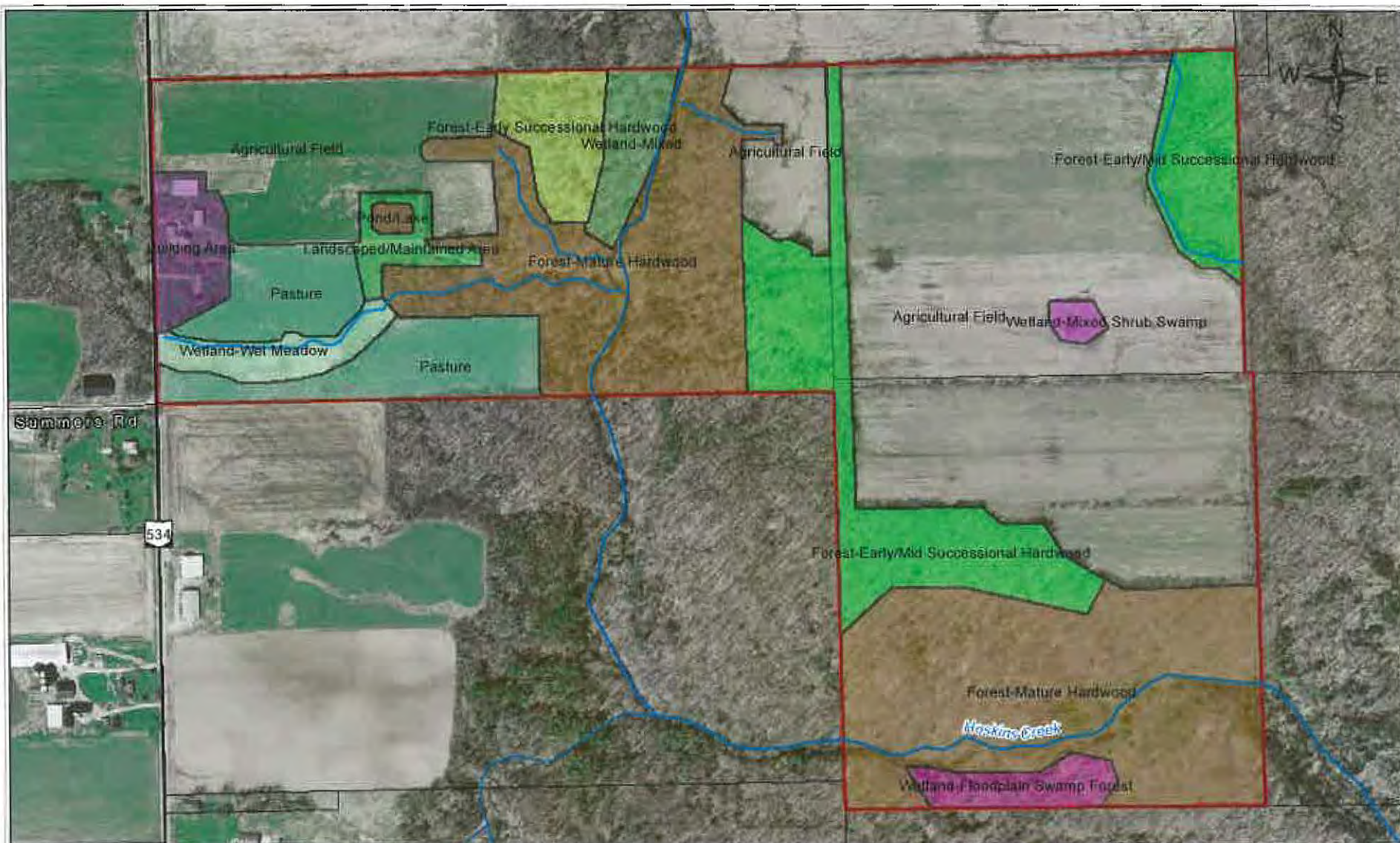
Parcels - Ashtabula Co.



Hoskins Creek & Tributaries



2 ft. Contours - Ashtabula County (from OSIP)



250 0 250 500
Feet



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2006 Aerial Photo
Map Created 7/18/11 pbm

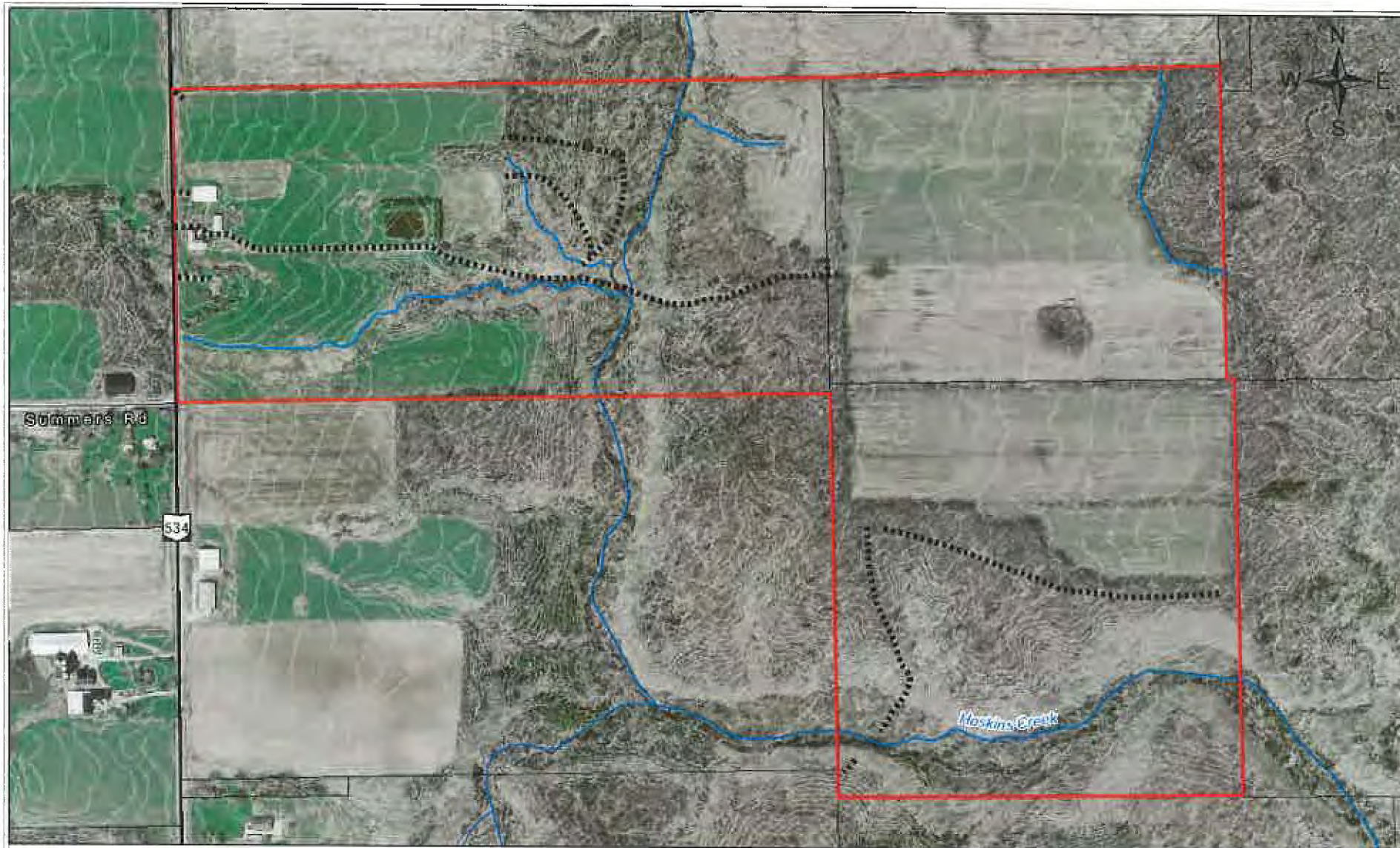
Land Cover



Geil Property: ~ 180 acres



Parcels - Ashtabula Co.



250 0 250 500
Feet



Western Reserve Land Conservancy
OUR FAMILIES. OUR LEGACY.

2006 Aerial Photo
Map Created 7/18/11 pbm

Existing Conditions



Geil Property: ~ 180 acres



Access Drives & Trails (approximate locations)



Hoskins Creek & Tributaries



2 ft. Contours - Ashtabula County (from OSIP)

Parcels - Ashtabula Co.



250 0 250 500
Feet



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2006 Aerial Photo
Map Created 7/18/11 pbm

Homestead Area



Geil Property: ~ 180 acres



Parcels - Ashtabula Co.



Homestead Area: 5 acres



250 0 250 500
Feet



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2006 Aerial Photo
Map Created 7/18/11 pbm

Photo Points



Geil Property: ~ 180 acres



Parcels - Ashtabula Co.



Photo Points: 4/22/11