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TITLE FIRST AGENCY INC
999 POLARIS PKWY STE 101
COLUMBUS OH 43240

2011 FORMAT

**OHIO AGRICULTURAL EASEMENT PURCHASE PROGRAM
AND
FARM AND RANCH LANDS PROTECTION PROGRAM**

Agricultural Easement

Under Cooperative Agreement 735E3411030 between
The Western Reserve Land Conservancy and The United States of America

This Agricultural Easement ("Easement"), dated June 24, 2013, is made and entered into by and between Andrew J. Daron and Sally J. Daron, husband and wife, 7386 Plymouth Springmill Road, Plymouth, Ohio 44865 ("Grantor"), the Western Reserve Land Conservancy, 3850 Chagrin River Road, Moreland Hills, Ohio 44022, ("Local Grantee") and the Director, Ohio Department Of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio, 43068 ("State Grantee"), and the United States of America ("United States"), acting by and through the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS"), acting on behalf of the Commodity Credit Corporation as its interest appears herein for the purpose of forever conserving the agricultural productivity of the Property and its value for food production, resource preservation and as open space. The State Grantee and 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 Grantees and the United States agree to purchase the Easement from the Grantor for \$.

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, and subject to the rights of the United States. The following provisions apply to this Easement:



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 154 acres of certain agricultural property located at 7386 Plymouth Springmill Road, Plymouth, in Plymouth Township, Richland 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 Richland County at Official Records Deed Book 918, Page 70.

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

As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District. 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 on the date of this Deed of Agricultural 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. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.



BK: 2236 PG: 652

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantees of the Grantor's noncompliance. The Local Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, and (b) NRCS has worked with the Grantor to correct such noncompliance. The State Grantee may assist the Local Grantee in securing compliance with the conservation plan, as necessary.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Deed of Agricultural Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

D. Authority of Grantees and The United States

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 Agricultural 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. The United States is authorized to provide funding for the purchase of Agricultural Easements pursuant to the Food Security Act of 1985, as amended, 16 U.S.C. §§ 3838h-i, for the purpose of protecting topsoil by limiting nonagricultural uses of the land.

E. Agricultural Preservation Programs

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



BK: 2236 PG: 653

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 also 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. Ohio's agricultural conservation policy is consistent with a federal soil protection policy as reflected below.

The purpose of the Federal Farm and Ranch Lands Protection Program ("FRPP"), 16 U.S.C. 3838h and 3838i, is to protect prime, unique, or statewide and locally important soils or historic and archaeological resources on farmland from conversion to non-agricultural uses. The grant and acceptance of this agricultural easement is also pursuant to the clearly delineated federal conservation policy to protect topsoil by limiting nonagricultural uses of the land as evidenced by the Food, Conservation, and Energy Act of 2008.

Purchase of Agricultural Easement

Now therefore, in consideration of

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 aka Baseline Documentation 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.



BK: 2236 PG: 654

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 Commercial Activity – There shall be no 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 as permitted under Paragraph 3.13 below. Additionally, 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 and be located in a position so as to minimize adverse effects to prime and/or unique soils.
- 2.5 Water – Grantor shall retain all water rights necessary for present or future agricultural production on the protected property and shall not transfer, encumber, lease, sell, or otherwise separate water rights from title to the Protected Property itself.



BK: 2236 PG: 655

- 2.6 **Waste and Dumping** – Dumping, accumulation, or storage of contaminated soil, non-compostable garbage, abandoned vehicles or parts, appliances, machinery, hazardous substances, or toxic or hazardous waste is prohibited. 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 conservation 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 identified in the Report, local or state highway rights-of-way and those improvements permitted under Paragraph 3.11 below. Any building of roads under this Paragraph is subject to the impervious surface limitation in Paragraph 2.9 below.
- 2.9 **Impervious Surfaces** – Is defined as a surface that does not permit the absorption of fluids into the soil under natural conditions. Common impervious surfaces include, but are not limited to: Roofs, walkways, patios, roads, parking lots, storage areas, which are paved, or made of packed or oiled earthen materials or other surfaces which similarly impede the natural infiltration of fluids into the soil. The amount of impervious surface shall not exceed 2 percent of the easement area. The following activities are not considered impervious surfaces for the purposes of this easement: Roads and parking lots with soil or gravel surfaces, conservation practices identified in the NRCS Field Office Technical Guide and in a conservation plan for the subject farm or ranch, and temporary greenhouses that cover the soil surface for less than 6 months. Impervious surface shall not exceed two percent (2%) of the Protected Property.
- 2.10 **Utility Services and Septic Systems** – Except as permitted by Paragraph 3.10 below, the Grantor is expressly prohibited from seeking or granting easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunication towers, or wind farms over, across, under or through the Protected Property. In the event that the Grantor receives any communication from a utility company or its agent about acquiring such an easement or right-of-



BK: 2236 PG: 656

way, the Grantor shall promptly notify the State Grantee and provide to the State Grantee copies of any relevant correspondence. Notwithstanding the foregoing, the Grantor may install utilities for permitted uses of the Protected Property that are not inconsistent with the Purpose of this Easement.

Maintenance, repair or improvement of a septic system(s) or other underground sanitary system which exists on the Protected Property at the time of this Easement or the construction of septic or other underground sanitary system for the benefit of any of the permitted improvements is permitted without further approval of the Grantees.

- 2.11 Motorized Vehicle Use – There shall be no use of motor vehicles on the Protected Property or grant of permission for such use except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement and public safety, or conservation uses of the Protected Property, and for residential uses permitted by this Easement, provided that no use of motor vehicles shall create impacts that are detrimental to the productivity of the soils on the Protected Property and the Purpose of this Easement.
- 2.12 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.
- 2.13 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



BK: 2236 PG: 657

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 on a case by case basis as approved by the Grantees 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 and NRCS shall have the right to inspect the Protected Property and enforce the provisions of this Easement in accordance with Paragraph C above and Paragraph 5.3 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. The enterprises must be conducted in: 1) existing buildings on the Protected Property so long as the existing buildings and building sites are not expanded; or 2) in buildings required for the agricultural use of the Protected Property, or residences in which full time employees or family members of the owner of the Protected Property or farm operator reside.



- 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 prevention 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 3.5 acre Homestead shown on the Report in Exhibit B and located at 7386 Plymouth Springmill Road, Plymouth, Ohio 44865.
- 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 with permission of the Grantees, not to be unreasonably withheld. Such construction shall be necessary for the operations and shall be sited so long as their location does not negatively impact prime, unique or important soils and every effort shall be made to locate the aforesaid future improvements within one hundred (100) feet of existing roadway.

Subject to the Grantee's prior written approval the Grantor, or its successors and assigns may construct housing for necessary full-time 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 activities and structures are permitted as long as they do not impact the soils or the agricultural



BK: 2236 PG: 659

operations and are consistent with the Purpose of this Easement. 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. Recreational activities that require infrastructure outside 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 – To promote the use of renewable energy sources on the Protected Property, 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. A copy of this plan will be provided to the NRCS State Conservationist within 30 days of the State Grantee's approval. 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. Grantor shall also have the right to



construct and maintain paved roads pursuant to Paragraph 2.9 above. 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 Grantees and United States for approval of extraction methods within the easement area. 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. The Grantees and United States must be unanimous in granting any approval for such a request. Upon completion of any subsurface oil and gas exploration 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 exploration 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 subject to the impervious surface restrictions referenced 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 and Timber Management – Forest management activities and timber harvesting shall be conducted in accordance with a forest stewardship plan as defined by the State Forester or equivalent state official. Forest management and timber harvesting shall be performed in a manner consistent with the Purpose of this Easement.
- 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.

3.17 All structures and improvements are subject to the impervious surface limitation in Paragraph 2.9 above.

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 Grantees are ever required to pay any taxes or assessments on its interest in the Protected Property, the Grantor will reimburse the Grantees 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 Grantees 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 and to the United States.

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 and the United States 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 by the United States. 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 Grantees – The 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 United States' Right of Enforcement – Under this Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture ("Secretary") or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under state or federal law if the Grantees fail to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event NRCS determines it must exercise its Right of Enforcement, NRCS will provide written notice, by certified mail, return receipt requested, to Grantee or Grantee's, Grantee's successors and/or assigns last known address. The notice will set forth the nature of the noncompliance by the Grantee and a 60-day period to cure. If Grantee fails to cure within the 60-day period, NRCS will take the action specified under the notice. NRCS reserves the right to decline to provide a period to cure if NRCS determines that imminent harm may result to the conservation values or other interest in the land it seeks to protect.

- 5.3 Right of Entry – The Grantees and NRCS, 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; (ii) obtaining evidence for the purpose of seeking judicial enforcement of this Easement; and (iii) ensuring Conservation Plan implementation and compliance.
- 5.4 Right to Enforcement Costs – All reasonable costs incurred by the Grantees and the United States 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, however, if the United States exercises its rights described in Paragraph 5.2 above, this sentence shall be of no effect.



BK: 2236 PG: 663

5.5 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, 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 United States and the Grantees, this Easement may be assigned or transferred by the Grantees 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 Grantees, their successors, agents and assigns, of any such conveyance in writing within fifteen (15) days after closing.



BK: 2236 PG: 664

9. Extinguishment or Termination of Easement

The United States shall receive, at the time the Agricultural Easement is extinguished or terminated, its share of the Agricultural Easement based on the appraised fair market value of the Agricultural Easement at the time the Agricultural Easement is extinguished or terminated. The United States' share shall be proportionate to its percentage of its original investment.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Property, shall notify the Grantee and the United States, in writing, within fifteen (15) days of receipt of said notification.

This Easement constitutes a real property interest immediately vested in the Grantees and the United States. This Easement may only be extinguished or terminated by a court of competent jurisdiction upon a request to terminate made by Grantor, the Grantees, and the United States 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. Due to its interest in the Protected Property, the United States must approve in advance and in writing any proposed condemnation action or extinguishment. The Grantees and the United States stipulate to have 23.2 percent (23.2%), 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 by the fair market value of the Protected Property without this Easement

If this Easement is extinguished, terminated or condemned, in whole or in part, Grantor shall reimburse the State Grantee and the United States 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 the State Grantee and the United States. The fair market value of the Protected Property shall not include any increase in value after the date of this Easement attributable to improvements.

Upon receipt of the proportionate value proceeds, the proportionate share paid to the State Grantee and the United States shall be allocated as follows: (i) to the State Grantee or its designee, 69.2 percent (69.2%) of the proportionate share; and (ii) to the United States, 30.8 percent (30.8%) of the proportionate share.

Until such time as the State Grantee and the United States receive their proportionate shares from the Grantor or the Grantor's successor or assigns, the State Grantee and the



United States shall each have a lien against the Protected Property for the amount of the proportionate share due to each of them. If proceeds from the extinguishment, termination or condemnation are paid directly to either the United States or the State Grantee, the entity receiving the payment shall reimburse the other for the amount of its proportionate share due. All monies credited to the Ohio Department of Agriculture shall be deposited into the Agricultural Easement Purchase Fund.

10. Environmental Warranty

Grantor warrants that Grantor is in compliance with, and shall remain in compliance with all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property exceeding regulatory limits.

Moreover, Grantor hereby promises to indemnify and hold harmless the Grantees and the United States against all litigation, costs, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Law by Grantor or any other prior owner or operator of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by the United States or Grantees to Grantor with respect to the Protected Property, or any restoration activities carried out by the Grantees at the Protected Property. The Grantees shall be responsible for any Hazardous Materials contributed by Grantees after the date of execution of this Easement to the Protected Property.

"Environmental Law(s)" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any



other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

11. Indemnity

Grantor shall indemnify, defend, and hold harmless Grantees and the, 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 or the United States 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, or violations of any federal, state or local law, including all Environmental Laws as that term is defined in Paragraph 10 above.

Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees penalties, suits, proceedings, actions, and 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, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Agricultural Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws as the term is defined in Paragraph 10 above.

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, the Grantees and the United States. 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. The United States must receive timely notice of the proposed amendment or modification prior to signing and recordation. No amendment shall be made without the express written approval of NRCS).

13. Boundary Line Adjustments

Boundary line adjustments are permitted only in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two



BK: 2236 PG: 667

acres for the entire Protected Property. A correction deed containing the revised legal description shall be properly executed and duly recorded.

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 Grantees are 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: Andrew J. and Sally J. Daron
7386 Plymouth Springmill Road
Plymouth, Ohio 44865.

Local Grantee: Western Reserve Land Conservancy
3850 Chagrin River Road
Moreland Hills, Ohio 44022.

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

United States: United States Department of Agriculture
Natural Resources Conservation Service
200 North High Street, Room 522, Columbus, Ohio 43215.

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.



BK: 2236 PG: 668

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 or if by the United States in any appropriate Federal Court.

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 Grantees include their respective personal representatives, agents, heirs, successors, devisees and assigns, unless otherwise noted.



BK: 2236 PG: 669

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

The Grantor(s)

Signature: Andrew J. Daron
Andrew J. Daron

Signature: Sally J. Daron
Sally J. Daron

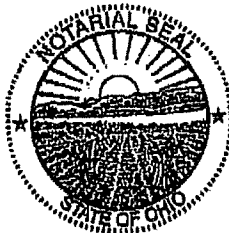
Acknowledgement

State of Ohio
County of RICHLAND)ss.:

The foregoing instrument was acknowledged before me this 24th day of June 2013 by Andrew J. Daron and Sally J. Daron, 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.

Mark A. Martin

Notary Public
My Commission Expires:



MARK A. MARTIN
Notary Public
in and for the State of Ohio
My Commission Expires
February 6, 2016



BK: 2236 PG: 670

Acceptance by Local Grantee

Western Reserve Land Conservancy

Signature: _____

Robert B. Owen

Printed Name: ROBERT B. OWEN

Title: _____

ASSISTANT SECRETARY

Acknowledgement

State of Ohio

County of Cuyahoga)ss.:

The foregoing instrument was acknowledged before me this 17th day of June, 2013 by Robert B. Owen, acting for and on behalf of Western Reserve Land Conservancy, an Ohio nonprofit corporation, who acknowledged that they executed the same for and on behalf of that corporation and that they did so on their, the corporation's own free act and deed.

Diane C. Madison

Notary Public

My Commission Expires:



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

Acceptance by State Grantee



BK: 2236 PG: 671

Signature: [Handwritten 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 11th day of June, 2013, 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 S/he/they executed the same for and on behalf of that department and the State of Ohio and that S/he/they did so on her/his/their, the Department's and the State of Ohio's own free act and deed.

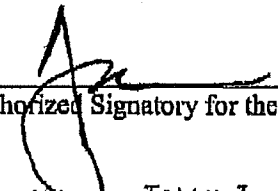
[Handwritten Signature]
Notary Public
My Commission Expires:



Connie L. Ellis
Notary Public, State of Ohio
My Commission Expires 02-15-2016

Acceptance by the United States

The Natural Resources Conservation Service, United States Department of Agriculture, an agency of the United States Government, hereby accepts and approves the foregoing Agricultural Easement deed, and the rights conveyed therein, on behalf of the United States of America.



Authorized Signatory for the NRCS

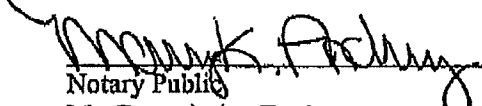
Printed Name: Terry J. Cosby

Title: State Conservationist

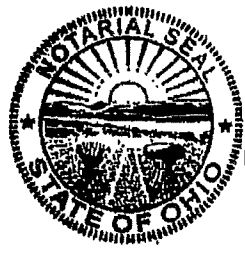
Acknowledgement

State of Ohio
County of Franklin ss.:

The foregoing instrument was acknowledged before me this 7th day of March, 2013, by Terry J. Cosby, acting for and on behalf of the Natural Resource Conservation Service, who acknowledged that (s)he executed the same for and on behalf of that Agency and the United States of America and that (s)he did so on her/his, own free act and deed.



Notary Public
My Commission Expires: 10-05-2016



MARY K. ARDREY
Notary Public, State of Ohio
My Commission Expires 10-05-2016

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

8-29-12



BK: 2236 PG: 673

**Exhibit "A" – Legal Description
For File: 1494424**

Situated in the Township of Plymouth, County of Richland and State of Ohio:

**And known as being all of the Northeast quarter of Section 17, Township 23, and Range 19,
and containing about 154 acres of land more or less, but subject to all legal highways.**

Parcel No: 034-55-139-17-000

Commonly known as: 7386 Plymouth-Springmill Road, Plymouth, OH 44865



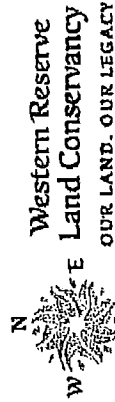
BK: 2236 PG: 674

EXHIBIT A-1

**Route of Ingress and Egress
Of
Property Under This
Deed of Agricultural Conservation Easement**

Parcel of EXHIBIT A has public road frontage along Henry and Plymouth Springmill Roads.

The aforementioned roads are public highways which will provide Ingress and Egress to the subject property as it is described in EXHIBIT A of this Conservation Easement Deed.



2006 Aerial Photo (OSIP)
Map Created 2/22/2013 pmc

Exhibit A-2: Page 1

- A. Daron - BDR - Aerial View
- A. Daron Conservation Easement Boundary: ~ 154 Acres

*Parcel lines are approximate



BK: 2236 PG: 676

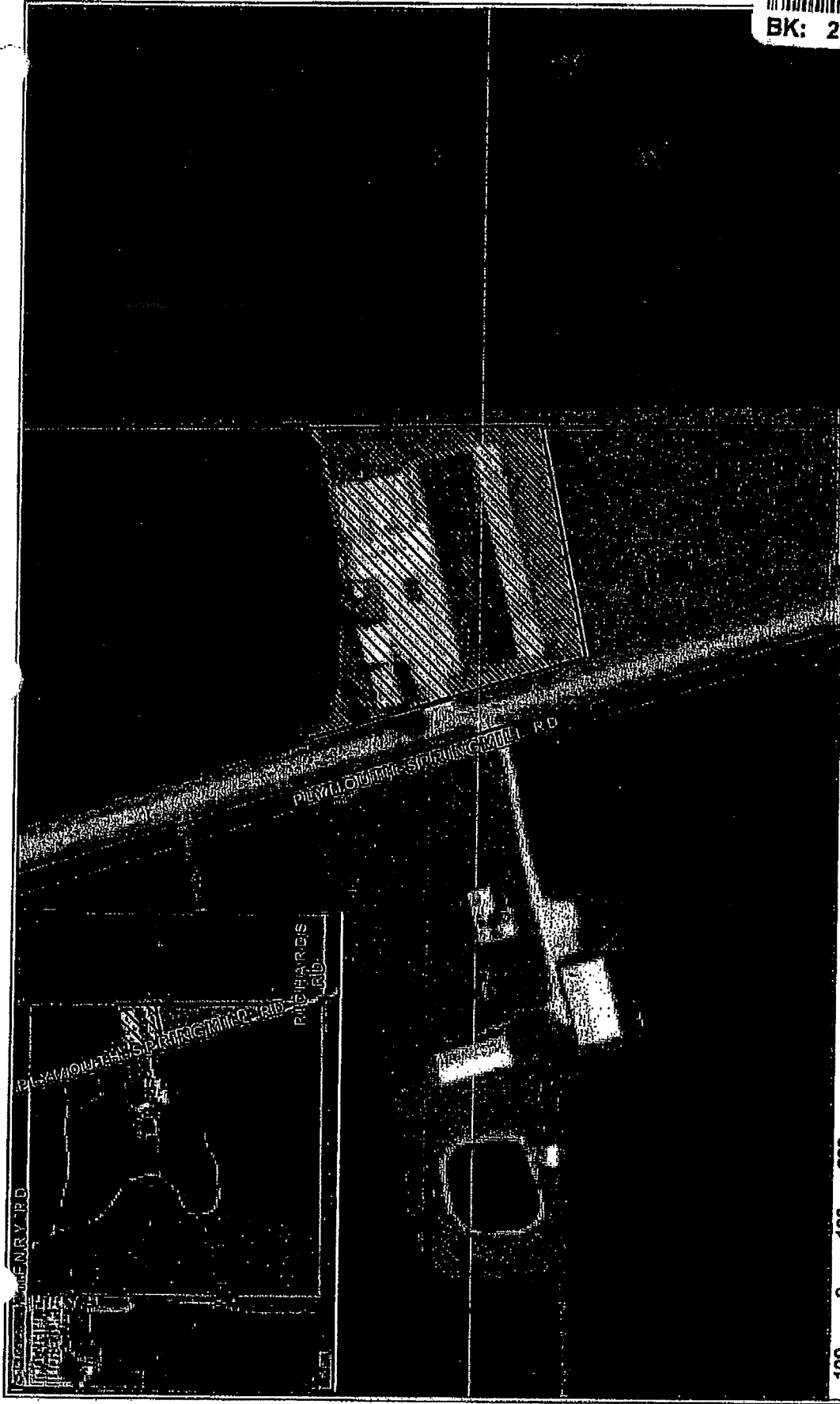


Exhibit A-2: Page 2

Homestead



Homestead: ~ 3.5 acres



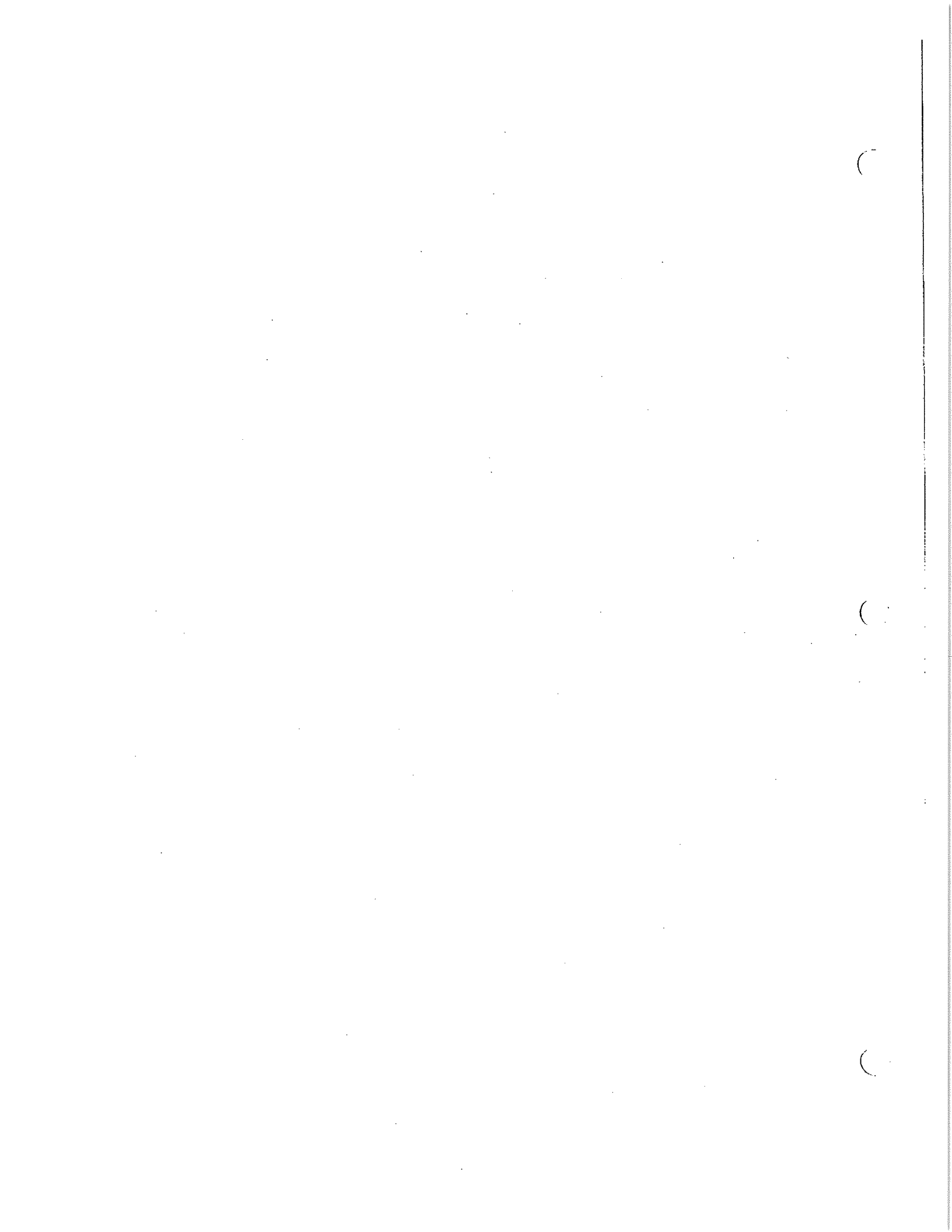
Andrew Daron Property ~ 154 Acres



Western Reserve
Land Conservancy
OUR LAND. OUR LEGACY



2011 Aerial Photo (NAIP)
Map Created 2/22/2013 pmc





BK: 2236 PG: 677



Western Reserve Land Conservancy

OUR LAND. OUR LEGACY.

EXHIBIT B

Present Conditions Report

ANDREW & SALLY DARON AEPP PROPERTY

in

Plymouth Township, Richland County, Ohio

Report Prepared By: Pete McDonald and Sarah Kitson

Date of Site Visit: June 28, 2012

Date Finalized: February 20, 2013

Western Reserve Land Conservancy

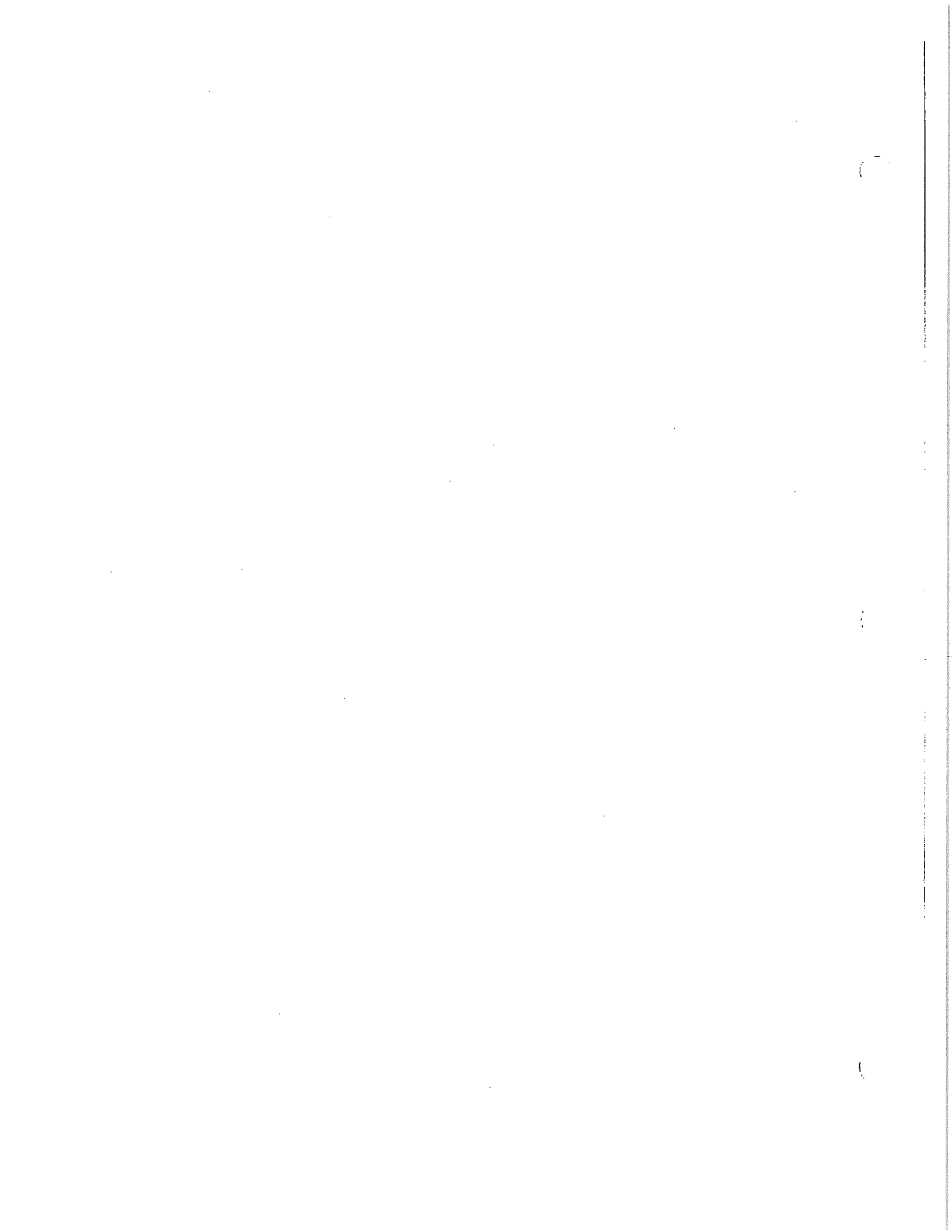




TABLE OF CONTENTS

SECTION 1: INTRODUCTION 3

 1.1 Purpose..... 3

 1.2 Statement of Qualifications..... 3

 1.3 General Information..... 3

SECTION 2: GRANTOR INFORMATION 3

SECTION 3: GRANTEE INFORMATION 4

SECTION 4: PRESENT OWNER CONTACT INFORMATION 4

SECTION 5: PARCEL INFORMATION..... 4

SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION 4

 6.1 Location & Surrounding Land Use..... 4

 6.2 Current Use(s) & Management of the Protected Property..... 5

 6.3 Past Use(s) of the Protected Property 5

SECTION 7: PROTECTED PROPERTY INVENTORY 5

 7.1 Residential Areas, Structures, Improvements, and/or Noted Features 5

 7.2 Power/Utility Rights of Way 6

 7.3 Existing Easements or Other Rights of Way 6

 7.4 Access Roads & Trails..... 7

 7.5 Dumps, Major Disturbances, or Environmental Hazards 7

 7.6 Encroachments 7

 7.7 Invasive Species..... 7

 7.8 Monitoring Notes 7

SECTION 8: LAND COVER SUMMARY 7

SECTION 9: NARRATIVE DESCRIPTION OF CONSERVATION VALUES 8

SECTION 10: LIST OF PHOTO POINTS 10

SECTION 11: PHOTO POINT COORDINATES..... 11

SECTION 12: ACKNOWLEDGMENT OF CONDITION..... 12

SECTION 13: PHOTO POINT PHOTOS 13

APPENDICES..... 22

Appendix A: Soil Table

Appendix B: Natural Resource Inventory

Appendix C: Maps

Property Identification	Aerial View III	Existing Building Area
Watershed Location	Soils	Improvements
Location	Topography	Photo Points
Aerial View I	Land Cover	
Aerial View II	Homestead	



BK: 2236 PG: 679

SECTION 1: INTRODUCTION

1.1 PURPOSE

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

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

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

1.2 STATEMENT OF QUALIFICATIONS

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

1.3 GENERAL INFORMATION

The purpose of the following Present Condition Report is to visually describe the physical features and current land uses of the Andrew and Sally Daron Farm (hereafter referred to as the "Protected Property") on which an Agricultural Easement will be granted to the Ohio Department of Agriculture, Western Reserve Land Conservancy, and USDA – Natural Resource Conservation Service. The easement will be purchased by the State of Ohio utilizing funds from the Clean Ohio Agricultural Easement Purchase Program (AEPP).

For the purpose of this document, the property being protected by the conservation easement is referred to by the property name referenced on the title page or as the "Protected Property". The Protected Property was visited by Andy McDowell, Western Field Director for Western Reserve Land Conservancy, on May 17, 2013 who confirmed that the existing conditions on the Protected Property do not differ significantly from those described in this report.

SECTION 2: GRANTOR INFORMATION

Name: Andrew J. and Sally J. Daron

Address: 7386 Plymouth Springmill Road, Plymouth, Ohio 44865

Phone: Home 419-347-7327 Mobile (Andy): 419-543-0617

Western Reserve Land Conservancy



BK: 2236 PG: 680

SECTION 3: GRANTEE INFORMATION

Local Grantee

Name: Western Reserve Land Conservancy
Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131
Phone: (440) 528-4150

State Grantee

Name: Ohio Department of Agriculture – Office of Farmland Preservation
Address: 8995 East Main Street, Reynoldsburg, OH 44068
Phone:

United States Grantee

Name: United States Department of Agriculture – Natural Resource Conservation Service
Address: 200 North High Street, Room 522, Columbus, OH 43215
Phone:

SECTION 4: PRESENT OWNER CONTACT INFORMATION

Name: Andrew J. and Sally J. Daron
Address: 7386 Plymouth Springmill Road, Plymouth, Ohio 44865
Phone: Home 419-347-7327 Mobile (Andy): 419-543-0617

SECTION 5: PARCEL INFORMATION

Acres Preserved: 154 (See Exhibit A – the legal description)

County: Richland County

Municipality: Plymouth Township

Protected Property Address: 7386 Plymouth Springmill Rd., Plymouth, OH 44865

Adjacent to: The Protected Property is adjacent to private property on all boundaries. Plymouth-Springmill Road transects the Protected Property from the northern boundary to the southern boundary.

Access Notes: Access the Protected Property from the residential drive at 7386 Plymouth Springmill Rd., Plymouth, OH 44865 or from the farm drive directly across the street to the west. Grass waterways extend from the building area on the west side of Plymouth Springmill Rd. that are large enough to drive through. These can provide closer access to the forested portion along the western boundary. There is also a farm drive along the eastern boundary of the Protected Property that allows for easy access to the northeast corner.

Permanent Parcel (s):

Parcel information for this report was gathered from the Richfield 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.

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Total Parcel Acres
0345513917000	All	7386 Plymouth-Springmill Rd.	154



BK: 2236 PG: 681

SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION

6.1 LOCATION & SURROUNDING LAND USE

The Protected Property is located on Plymouth Springmill Road in Plymouth Township in Richland County, OH. The Plymouth town center is located approximately 2.5 miles to the north of the Protected Property. The Protected Property is approximately 5 miles south of US 224. The Protected Property is within the Huron River watershed. Topographically, the flat and gently sloping areas that compose the Protected Property area are characteristic of north-central Ohio (See Topography map).

The surrounding land use consists of large blocks of agricultural land with scattered small residential lots along the road frontage. There are forested areas throughout the farms that surrounded the stream and river areas.

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

General Uses

The Protected Property is currently managed as a grain farm and greenhouse. The farm operation contains multiple barns, greenhouses, and machine sheds. There is also a residential property with a house, garage, and a few other small outbuildings along the road frontage. The remaining portions of the Protected Property are primarily agricultural areas and a natural area with some forestry activity.

Forestry

According to the landowner, the forest in the western portion of the Protected Property was logged roughly ten years ago. It is currently maintained for grape vine growth.

Agricultural Activity

The majority of the Protected Property is used for farming soy beans. There is a small portion of the Protected Property in the southeast corner that appears to be mowed for hay. The agricultural fields, conservation practices and soil utilization are described in more detail in the Narrative of Conservation Values section below.

6.3 PAST USE(S) OF THE PROTECTED PROPERTY

The Protected Property was historically used as crop fields. According to the landowner, it was agricultural land granted to a family from a former president. The Daron family purchased the Protected Property from them.

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, IMPROVEMENTS, AND/OR NOTED FEATURES

- White House -- Photo Point 13 -- A white house that is the primary residence of the landowner can be found in the Homestead. Based on outside appearance, the house is in good condition.



BK: 2236 PG: 682

- White Garage – Photo Point 13 – The garage lies directly east of the house in the Homestead. It is in good condition.
- Propane Tanks – Photo Point 14 – Two propane tanks are found in the Homestead. They are well maintained.
- Gazebo – Photo Point 13 – This gazebo can be found by Plymouth Springmill Road in the Homestead area. It is in good condition.
- White Shed – Photo Point 13 – Based on the outside appearance, the shed in the Homestead is in good condition.
- Greenhouses – Photo Points 13, 14, 15 – All five of the greenhouses are in good condition.
- Potted Plant Area – Photo Point 13 – This area is found on the southern side of the Homestead. It contains rows of potted plants that contain an irrigation system for watering. The area is well maintained.
- Swimming Pond – Photo Point 6 – The swimming pond found in the existing building area is in good condition. It is adjacent to the pavilion and contains a small dock.
- Pavilion – Photo Point 6 – A small pavilion can be found next to the swimming pond in the existing building area. It appears to be in good condition.
- Red Machine Shed Barns – Photo Point 6 – Based on the outside appearance, the two machine shed barns are in good condition.
- Old Barn – Photo Points 7, 8 – An old barn can be found in the existing building area close to Plymouth Springmill Road. It is directly attached to a small pasture and contains some sheep. It seems to be in good condition.
- Old Sheds – Photo Point 7 – Based on the outside appearance; the two old sheds are in good condition.
- Outhouse – Photo Point 8 – A small outhouse structure can be found in a pasture in the existing building area.

Homestead

The 3.5-acre Homestead is part of the approximate 10 acre existing building area and is the primary residence of Andrew Daron at 7386 Plymouth Springmill Rd., Plymouth, OH 44865. The Homestead lies on the eastern side of Plymouth Springmill Rd. Photo Points 13-15 depict this Homestead area. The Homestead area and the surrounding greenhouse complex contain the following structures and improvements:

- Garage
- A Gazebo
- 2 Propane tanks
- A Shed
- 1 single family residence and gravel driveways
- 5 Greenhouses
- A large area designated for potted plants

Western portion of the Existing Building Area

The western portion of the existing building area is not part of the defined Homestead area. Photo Points 6-8 depict this area. This area contains the following structures and improvements:

- A pavilion

- 2 Machine shed barns
- 2 Small sheds
- An outhouse
- A swimming pond
- An old barn
- Fences



BK: 2236 PG: 683

7.2 POWER/UTILITY RIGHTS OF WAY

- Utility lines extend along portions of Plymouth Springmill Road, running through the Protected Property.

7.3 EXISTING EASEMENTS OR OTHER RIGHTS OF WAY

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

7.4 ACCESS ROADS & TRAILS

- A gravel driveway and large parking area provide access to the Homestead. The driveway is in good condition.
- A gravel drive provides access to the western side of the existing building area and leads to the grass waterways.
- There are numerous mowed or maintained waterways throughout the western agricultural fields. These grass waterways are large enough to drive a vehicle through and can provide easy access to the forested portion of the Protected Property.
- There is a farm drive along the eastern boundary of the Protected Property that allows for access to the northeastern corner.

7.5 DUMPS, MAJOR DISTURBANCES, OR ENVIRONMENTAL HAZARDS

- A small dump is located at the northeastern corner of the Protected Property (See Photo Point 16). It contains some plastic sheeting, old asphalt, and stumps.

7.6 ENCROACHMENTS

- The neighbors along the western boundary have a garden that may be encroaching on the Protected Property. This can be seen when looking south along the western boundary from Henry Rd. (See Photo Point 11).

7.7 INVASIVE SPECIES

- Garlic mustard, Japanese barberry, and multiflora rose can be found throughout the forested portion of the Protected Property.

7.8 MONITORING NOTES

- The Protected Property is easily accessibly from the residential driveway. The grass waterways can be used to get close to the forested portion of the Protected Property. A farm drive runs along the eastern boundary providing easy access to the northeast corner.



BK: 2236 PG: 684

SECTION 8: LAND COVER SUMMARY

The Protected Property encompasses approximately 154 acres in total land area and contains maintained waterways, forest, and agricultural fields (See Land Cover map). The acres listed below were calculated using GIS and may not match the exact acreage of the Protected Property. Refer to the Appendix for the location of soil types on the Protected Property.

Natural Resources/Land Cover	Description
Agricultural Field	~104 acres
Building Area	~ 8 acres
Early-Mid Successional Hardwood Forest	~ 34 acres
Grass Waterway	~ 3 acres

SECTION 9: NARRATIVE DESCRIPTION OF CONSERVATION VALUES

Introduction

On June 28, 2012 Andy McDowell, Western Field Director for Western Reserve Land Conservancy, and Sarah Kitson, Student Liaison at Kent State for Western Reserve Land Conservancy, visited the Andrew and Sally Daron property for the purpose of establishing a Baseline Documentation Report of the Protected Property. During the site visit, we walked the entire farm and took photos at the property corners and at other significant locations.

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

Agricultural Fields, Conservation Practices, & Soil Utilization

The agricultural fields comprise approximately 104 acres, the majority of the Protected Property. The fields are managed for maximum production while protection soil and water quality. The fields are planted with a standard rotation of row crops common to the area including corn and soy. Cardington silt loam, 2 to 6 percent slopes, a soil designated as "all areas prime farmland" by NRCS, covers approximately 55 acres of the Protected Property.

Conservation practices include Best Management Practices (BMPs) used to decrease soil erosion and soil compaction and to preserve water quality in the Huron River watershed. All surface runoff from the farm flows into the Huron River. These BMPs are utilized to ensure that soils are productive, natural areas are healthy, and the farm operation is sustainable over time. Conservation crop rotation, nutrient management, residue management, and mulch till have been employed. The grain operation is no-till and is rotated to naturally increase soil productivity and limit fertilizer use. Grid sampling is utilized in order to preserve the soil and reduce nutrient runoff. The mums on the farm are watered on timers as to reduce water consumption, yet the little runoff that occurs flows into the nearby hayfield.

Approximately 36% of the Protected Property consists of soils designated as "all areas prime farmland soils" by the U.S. Department of Agriculture. Approximately 15% of the Protected Property consists of soils designated as "farmland of local importance" by the U.S. Department of Agriculture. 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.



BK: 2236 PG: 685

Building Area

The central eastern portion of the Protected Property contains approximately 3 acres of building area. These areas contain many structures, including barns, greenhouses, sheds, and homestead structures. See the Residential Areas, Structures, Improvements, and/or Noted Features for a list of structures.

Early-Mid Successional Hardwood Forest

The western portion of the Protected Property contains approximately 34 acres of early-mid successional hardwood forest. Sugar maple, cherry, white oak, and hickory dominate this forest as well as other hardwood species found in this habitat. Most trees are 8"-1.5' in diameter at breast height (dbh). This forest is managed for grape vine growth. The forest has been selectively timbered twice in the past by the current owners. This forest contains an intermittent stream with 5-10' bank full width and a silt bed. This stream was dry at the time of the site visit.

Grass Waterway

Approximately 3 acres of grass waterways run throughout the agricultural fields. These are maintained and are approximately 20 feet wide in most areas. They contain mainly grasses, but some old field species such as pokeweed and teasel are present.

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

AEPP Application Narrative Excerpts (edited/updated for this report): Submitted 2011

The Andrew and Sally Daron 154-acre farm includes a grain operation and four greenhouses totaling 10,000-square-feet. The majority of the farm is devoted to grain production that rotates between corn, soybeans, and wheat. A small portion produces hay. As part of this grain operation, the Daron's also farm Andrew's father's 98-acre property contiguous and to the north of the Protected Property. The greenhouses produce 3,000 hanging baskets and flower beds for wholesale to grocery stores and individuals. They grow 15,000 mums for wholesale and direct retail from the farm. The local area has a variety of farm services that support agriculture within 5-15 miles of the farm, including fertilizer dealers, equipment dealers, grain markets, agriculture suppliers, and many farmers markets. Services include Sunrise Co-op (5mi), Town & Country Co-op (15 mi), Archer Daniels Midland (6 mi), Mennonite Walnut Hill Feed (5 mi), and more. The farms surrounding the Protected Property are owned by Mennonites who provide services including equipment repair, produce, a general store, and a flower and hay auction (within 6 mi). Richland City Farm Bureau, FSA, NRCS, SWCD, & OSU Ext. offices are located within 12-15 miles. The local schools have FFA chapters and there are several 4-H clubs nearby. OSU's Muck Research Station is located approximately 5 miles from the farm.

The farm had livestock in the past, but is now devoted to rotational grain crops and greenhouse production. Multiple customers have been sought for their flowers, ranging from individuals who purchase at our roadside stand, to stores in Cleveland's eastern suburbs. Seven years ago, tiling for the farm was invested in. The greenhouses were built in 2001 and there are plans to build a storage structure soon to support the greenhouse production. The Daron's invested in an irrigation pond in 1995 and a well nearby. There is also a woodlot plan that is actively managed by a private consulting forester in



accordance with a selective timbering plan.

The Daron farm is located only a few hundred feet south from the divide between two large watersheds. Water from the Protected Property flows into Lake Erie, while water just a few hundred feet south flows to the Ohio River and into the Gulf of Mexico. The farm is unique because it farms the land at the headwaters of a watershed near the continental divide. Additionally, the farm is located amidst a large Mennonite community; people from all over travel through the area to see the Mennonite communities and visit the nearby general store. The farm is highly visible from the main road, which goes right through the farm. This visibility helps every season when the mums are ready; the mum patch can easily be seen from the road, and mums are sold under a gazebo to travelers. The property offers a diverse array of products, from grain to vegetables to flowers. This visibility in the community will help spread public awareness of Ohio's farmland preservation efforts.

Richland County established the Richland County Farmland Preservation Task Force in 1999 which wrote the Farmland Preservation Plan for Richland County. The Task Force laid out strategies for landowners and public officials to promote farmland preservation within Richland County. While there is no formal office, the Farmland Preservation Task Force cooperates with the Richland County Commissioners, Planning Commission, Farm Bureau, Engineer, Soil & Water, Park District, OSU Extension, USDA, and other local government agencies. The Richland County Comprehensive Plan, originally created in the 1970's, was recently updated in 2006. The plan identified prime farmland from the 1999 Farmland Preservation Plan as the base layer for the Comprehensive Plan. In 2010 the Richland County Commissioners sponsored three AEPP applications for the preservation of over 310-acres. Two land trusts operate in Richland County including Western Reserve Land Conservancy and Owl Creek Conservancy.

The Daron farm uses sustainable methods to reduce costs and decrease their environmental impact. They farm in accordance with an approved NRCS conservation plan that includes conservation crop rotation, nutrient management, residue management and mulch till. The grain operation is no-till and is rotated to naturally increase soil productivity and limit fertilizer use. Grid sampling (for fertilizer and lime) is utilized in order to preserve the soil and reduce nutrient runoff. The woodlot has been selectively timbered twice using a timber management plan that increases sustainable yield and protects wildlife habitat and wetlands. The mums on the farm are watered on timers as to reduce water consumption, yet the little runoff that occurs flows into the nearby hayfield.

Summary of Conservation Values

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values. The Protected Property has scenic, aesthetic, and open space values that add to the rural character of Plymouth Township. Plymouth-Springmill Road provides excellent scenic views of the Protected Property. The preservation of the Protected Property protects 104 acres of tillable farmland partially fulfilling the goals of the Richland County Comprehensive Plan updated in 2006 to preserve prime farmland. The Protected Property has natural resource conservation value based on its approximately 34 acres of habitat for fish and wildlife including early-mid successional hardwood forest and a stream through the forest. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. Natural areas preservation also promotes groundwater recharge for local aquifers.



SECTION 10: LIST OF PHOTO POINTS

(All photos were taken by Andy McDowell with a Panasonic Lumix DMC-TS3 digital camera on June 28, 2012.)

1. Looking north along a grass waterway.
2. Looking north at an intermittent stream within the forested portion of the Protected Property.
3. Looking north along the western boundary at a historical marker in the forested portion of the Protected Property.
4. Looking east along the southern boundary at a historical marker in the forested portion of the Protected Property.
5. Looking west over a soy field and a grass waterway.
6. Looking east-southeast at a swimming pond, pavilion, and two machine shed barns.
7. Looking northeast at an old barn and two old sheds.
8. Looking northwest at the old barn and an outhouse in a pasture.
9. Looking west along the southern boundary from Plymouth Springmill Road.
10. Looking north along the eastern boundary from Plymouth Springmill Road.
11. Looking south along the western boundary from Henry Road at a potential encroachment from a neighbor's garden.
12. Looking south at a grass waterway from Henry Road.
13. Looking northeast at Homestead with a house, a gazebo, a garage, shed, greenhouses, and a potted plant area.
14. Looking east at the greenhouses and propane tanks.
15. Looking west at the greenhouses.
16. Looking east at a small dump containing sheets of plastic, old asphalt, and stumps
17. Looking west along the northern boundary.
18. Looking south at farm road and small dump along the eastern boundary.

SECTION 11: PHOTO POINT COORDINATES

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

GPS points taken on June 28, 2012 using a Trimble GeoExplorer 2008 Series GPS.

Point Number	Northing	Easting
1	469358.678	1925688.477
2	468679.806	1925374.244
3	468361.590	1924960.881
4	468352.309	1924965.334
5	469897.189	1926373.089
6	469924.490	1926366.256
7	469809.283	1926652.068
8	469896.241	1926996.790
9	468411.599	1927576.059
10	468475.088	1927585.520
11	470948.274	1924978.506



BK: 2236 PG: 688

12	470952.943	1925354.320
13	469876.891	1927188.062
14	470151.923	1927263.283
15	470140.440	1927551.470
16	470954.749	1927503.225
17	470955.508	1927505.524
18	470955.943	1927505.335

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.

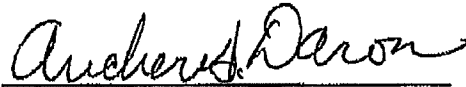


BK: 2236 PG: 689

SECTION 12: ACKNOWLEDGMENT OF CONDITION

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

GRANTORS

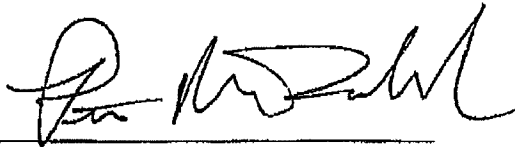


BY: Andrew J. Daron



BY: Sally J. Daron

GRANTEE - WESTERN RESERVE LAND CONSERVANCY



BY: PETE McDONALD
DIRECTOR OF STEWARDSHIP



BK: 2236 PG: 690

SECTION 13: PHOTO POINT PHOTOS



1. Looking north along a grass waterway.



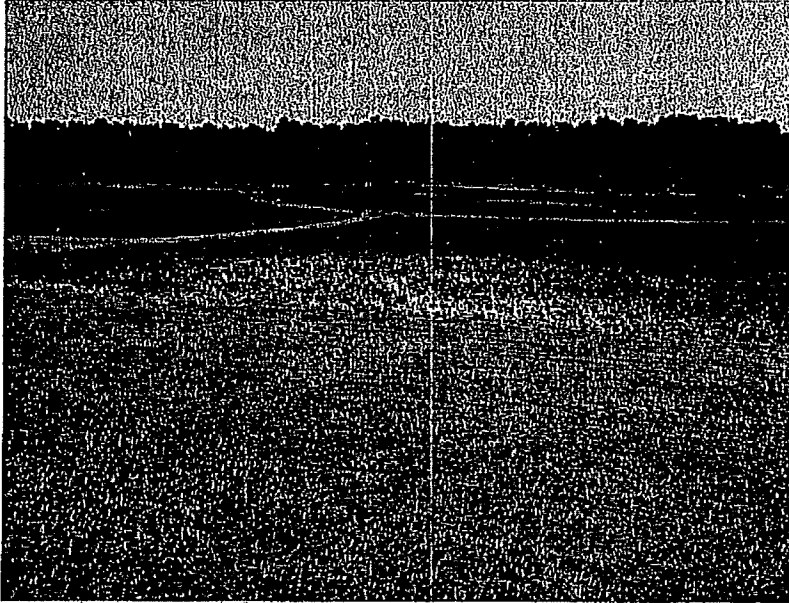
2. Looking north at an intermittent stream within the forested portion of the Protected Property.



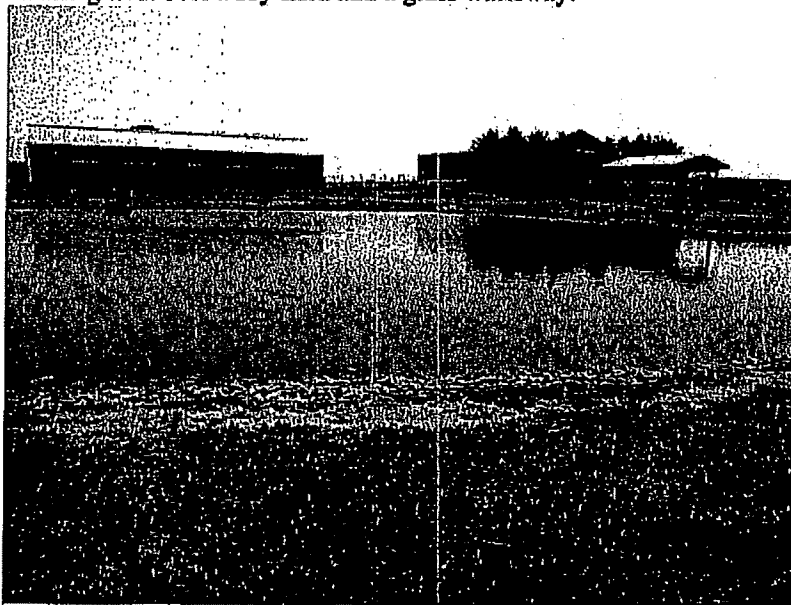
3. Looking north along the western boundary at a historical marker in the forested portion of the Protected Property.



4. Looking east along the southern boundary at a historical marker in the forested portion of the Protected Property.



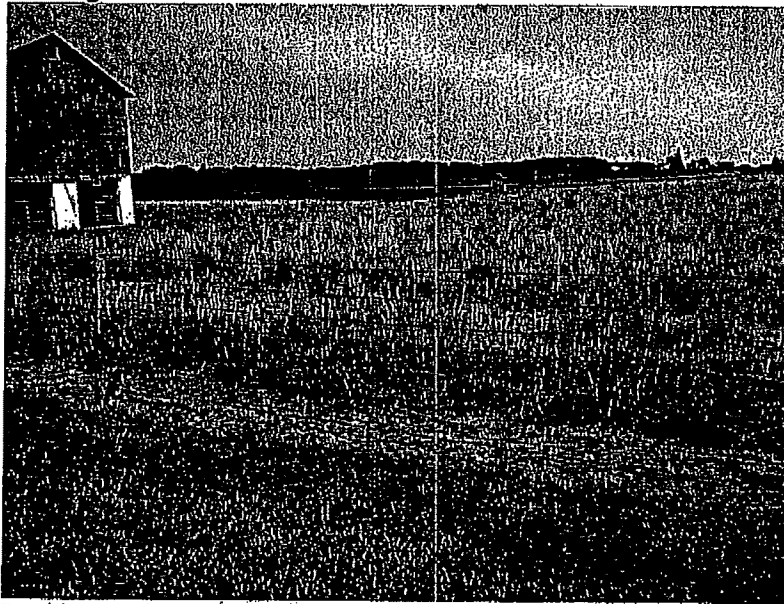
5. Looking west over a soy field and a grass waterway.



6. Looking east-southeast at a swimming pond, pavilion, and two machine shed barns.



7. Looking northeast at an old barn and two old sheds.



8. Looking northwest at the old barn and an outhouse in a pasture.



9. Looking west along the southern boundary from Plymouth Springmill Road.



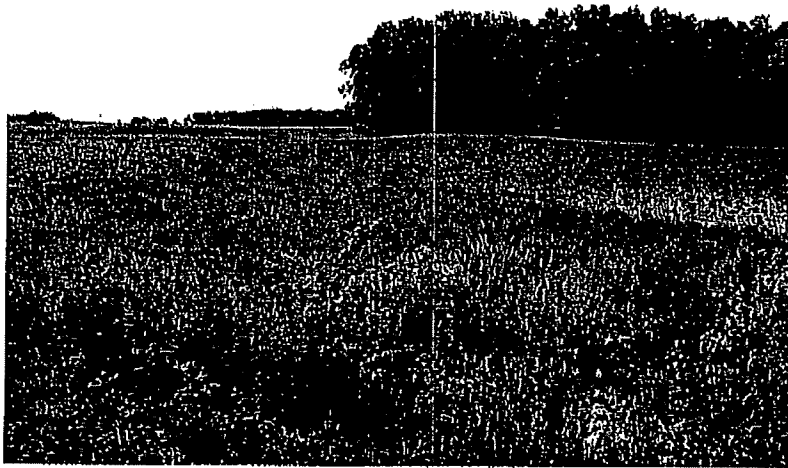
10. Looking north along the eastern boundary from Plymouth Springmill Road.



BK: 2236 PG: 695



11. Looking south along the western boundary from Henry Road at a potential encroachment from a neighbor's garden.



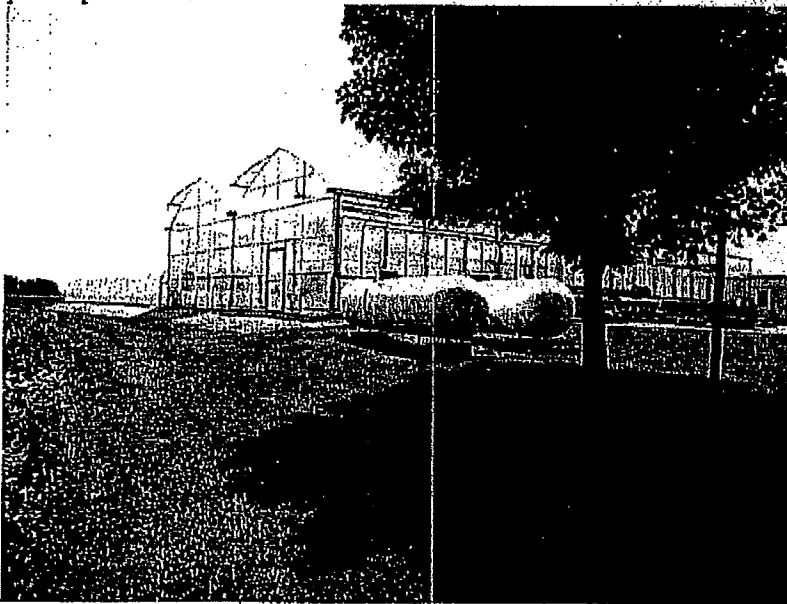
12. Looking south at a grass waterway from Henry Road.



BK: 2236 PG: 696



13. Looking northeast at Homestead with a house, a gazebo, a garage, shed, greenhouses, and a potted plant area.



14. Looking east at the greenhouses and propane tanks.



BK: 2236 PG: 697



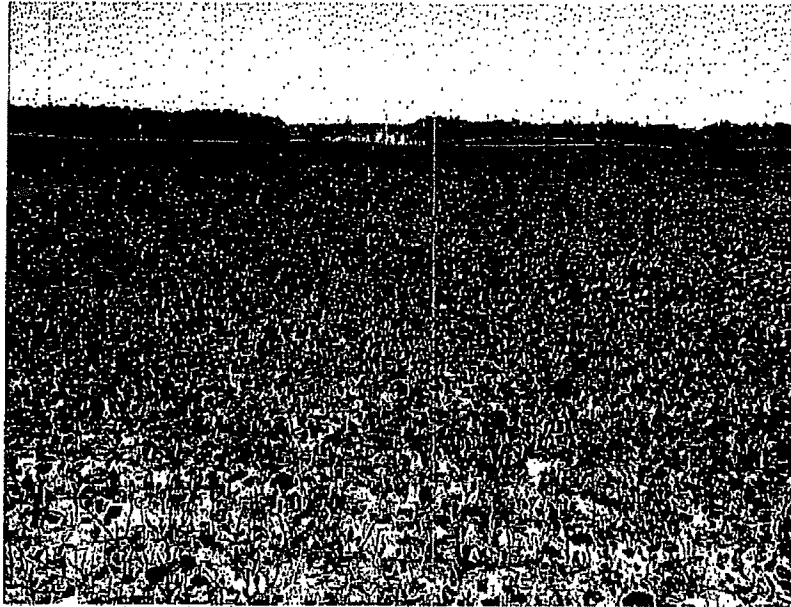
15. Looking west at the greenhouses.



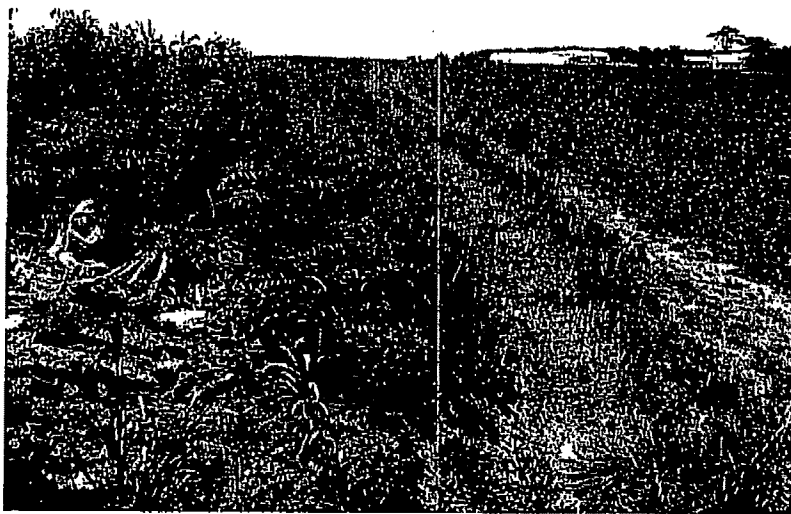
16. Looking east at a small dump containing sheets of plastic, old asphalt, and stumps.



BK: 2236 PG: 698



17. Looking west along the northern boundary.



18. Looking south at farm road and small dump along the eastern boundary.



BK: 2236 PG: 699

APPENDICES

**APPENDIX A: SOIL TABLE**

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

Soil Sym.	Soil Name	Acres	Soil Characteristics
BnB	Bennington silt loam, 2 to 6 percent slopes	37.4	The Bennington component makes up 90 percent of the map unit. Slopes are 2 to 6 percent. This component is on till plains. The parent material consists of wisconsinan loamy basal 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 12 inches during January, February, March, April, May, 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. The calcium carbonate equivalent within 40 inches, typically, does not exceed 15 percent.
CgB	Cardington silt loam, 2 to 6 percent slopes*	40.2	The Cardington component makes up 100 percent of the map unit. Slopes are 2 to 6 percent. This component is on till plains. The parent material consists of wisconsinan loamy basal 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 high. 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 24 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 15 percent.
CgB2	Cardington silt loam, 2 to 6 percent slopes, moderately eroded*	14.9	The Cardington component makes up 100 percent of the map unit. Slopes are 2 to 6 percent. This component is on till plains. The parent material consists of wisconsinan loamy basal 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 high. 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 24 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 15 percent.



BK: 2236 PG: 701

CgC	Cardington silt loam, 6 to 12 percent slopes	3.65	The Cardington component makes up 85 percent of the map unit. Slopes are 6 to 12 percent. This component is on till plains. The parent material consists of wisconsinan loamy basal 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 high. 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 24 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3c. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 15 percent.
CgC2	Cardington silt loam, 6 to 12 percent slopes, moderately eroded	18.9	The Cardington component makes up 95 percent of the map unit. Slopes are 6 to 12 percent. This component is on till plains. The parent material consists of wisconsinan loamy basal 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 high. 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 24 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 15 percent.
Cr	Condit silt loam**	10.8	The Condit component makes up 95 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions on till plains. The parent material consists of wisconsinan loamy basal 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 high. Shrink-swell potential is moderate. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, June, July, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria.
Ly	Luray silty clay loam**	2.65	The Luray component makes up 100 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on lake plains. The parent material consists of silty lacustrine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is high. This soil is not flooded. It is occasionally ponded. A seasonal zone of



BK: 2236 PG: 702

			water saturation is at 3 inches during January, February, March, April, May, June, July, November, December. Organic matter content in the surface horizon is about 6 percent. Nonirrigated land capability classification is 2w. This soil meets hydric criteria.
Pc	Pewamo silt loam, overwash**	15.5	The Pewamo component makes up 100 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions on till plains. The parent material consists of wisconsinan loamy basal till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is high. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 8 percent. Nonirrigated land capability classification is 2w. This soil meets hydric criteria.
Pm	Pewamo silty clay loam**	3.93	The Pewamo component makes up 95 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions on till plains. The parent material consists of wisconsinan loamy basal till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is high. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 2w. This soil meets hydric criteria.
Se	Sebring silt loam**	0.4	The Sebring component makes up 95 percent of the map unit. Slopes are 0 to 2 percent. This component is on depressions on lake plains. The parent material consists of lacustrine deposits. 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 high. Shrink-swell potential is moderate. This soil is not flooded. It is occasionally ponded. A seasonal zone of water saturation is at 3 inches during January, February, March, April, May, June, November, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 3 percent.



BK: 2236 PG: 703

- 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
- (*) Indicates "All areas prime farmland" as identified by the U.S. Department of Agriculture.
- (**) Indicated "Hydric soils" as identified by the U.S. Department of Agriculture.



BK: 2236 PG: 704

APPENDIX B: NATURAL RESOURCE INVENTOR

Plant Species Inventory

June 28, 2012 – Andy McDowell and Sarah Kitson

Trees

Ash
Beech, American
Beech, Blue
Buckeye
Cherry, Black
Cherry, Choke
Cottonwood
Elm
Flowering Dogwood
Hickory, Shagbark
Hophornbeam
Maple, Sugar
Oak, Pin
Oak, White
Red Trillium

Shrubs, Vines, & Briars

Grapevine
Green Briar
Raspberry

Herbaceous Plants

False Solomon's Seal

Fern, New York

Fern, Sensitive
Grass spp.
Goldenrod spp.
Gooseberry
Jack in the Pulpit
Jewelweed
Mayapple
Nettle
Pokeweed
Poison Ivy
Queen Anne's Lace
Teasel
Virginia Creeper
Wild Geranium

Invasive Plants

Garlic Mustard
Japanese Barberry
Multiflora Rose

Animals

White-tailed Deer
Wood Frog



BK: 2236 PG: 705

APPENDIX C: MAPS

MAP LIST

Property Identification
Watershed Location
Location
Aerial View I
Aerial View II
Aerial View III
Soils
Topography
Land Cover
Homestead
Existing Building Area Improvements
Photo Points

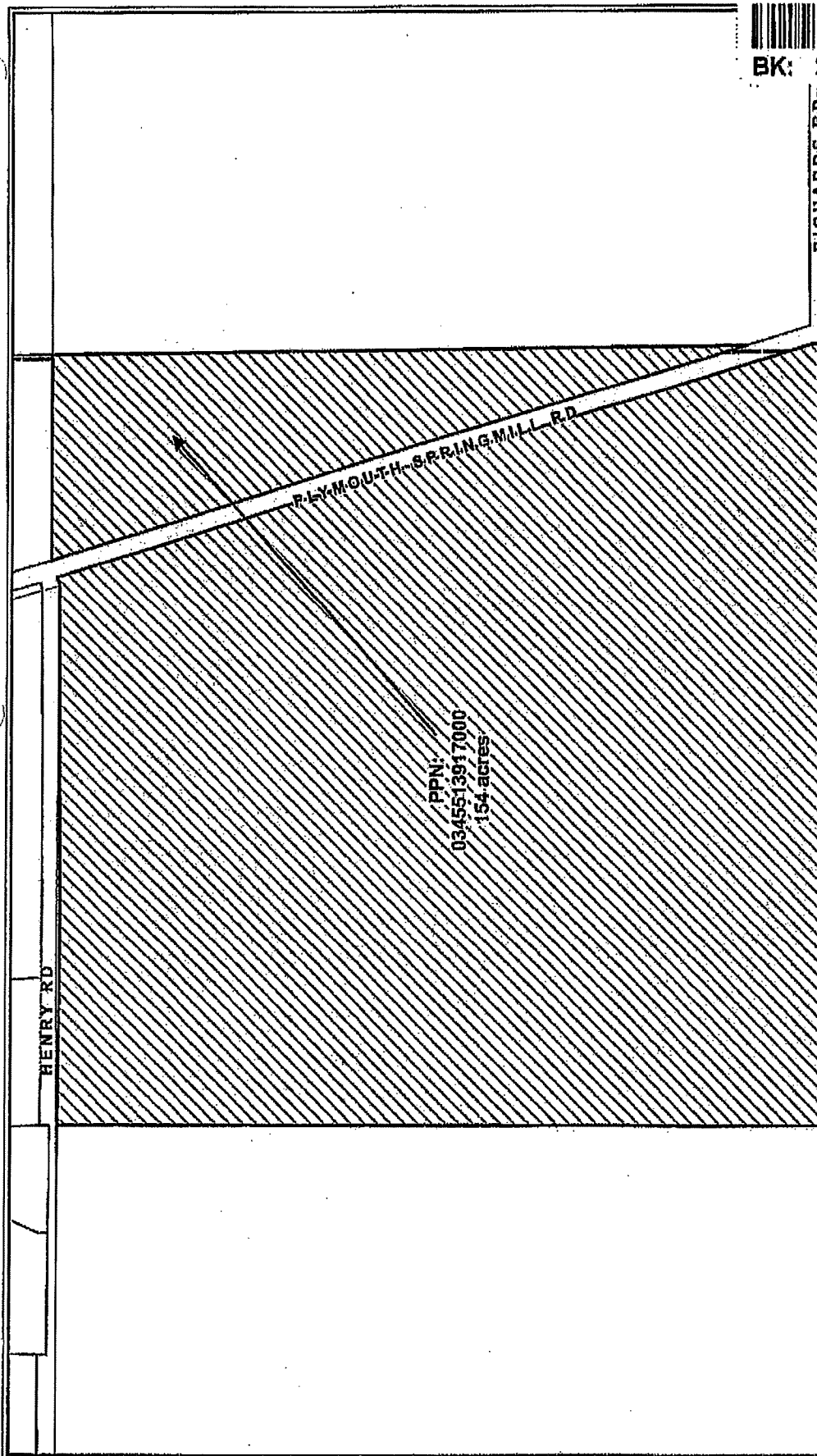
Disclaimer:

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 "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.



BK: 2236 PG: 706



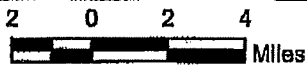
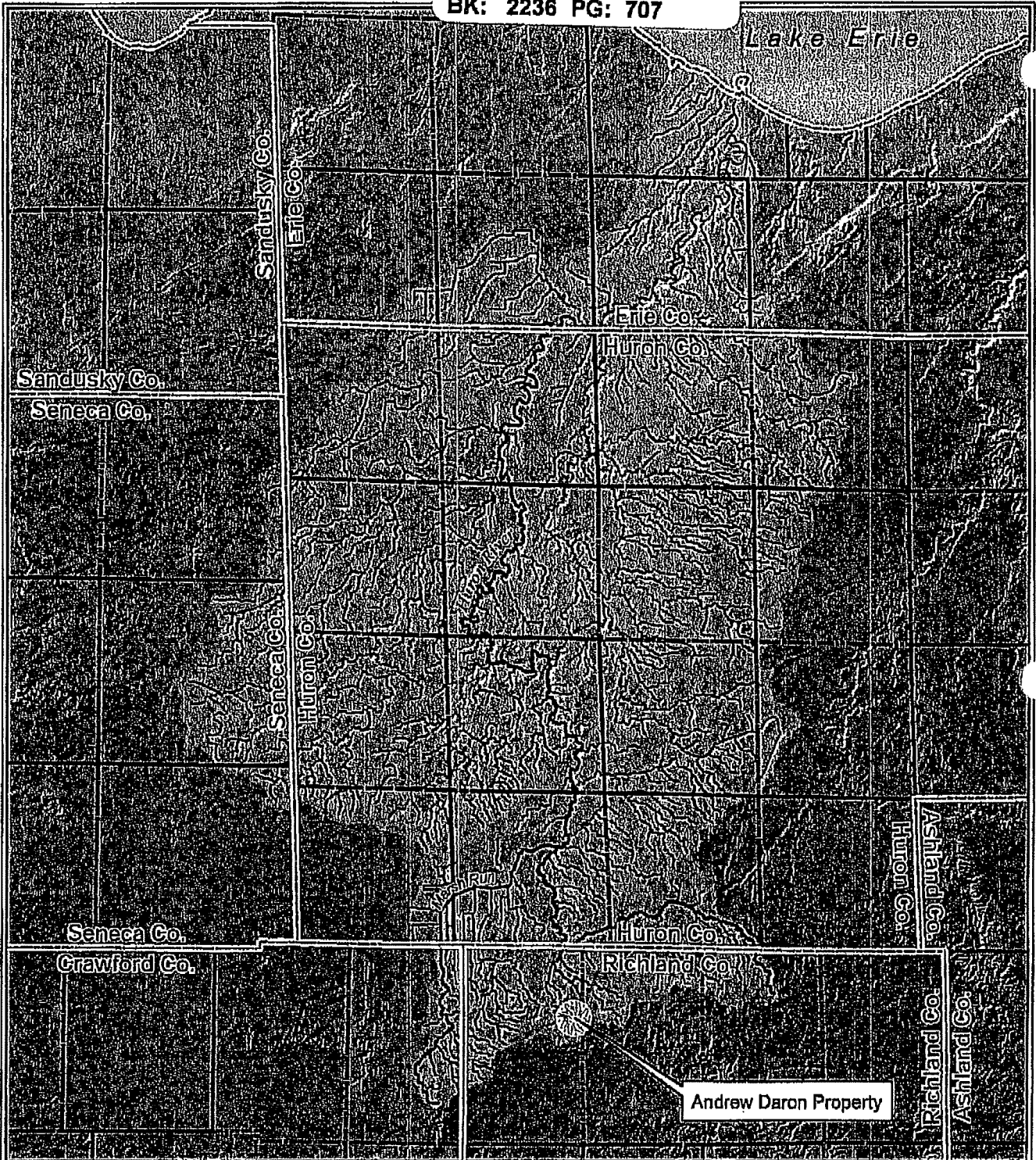
Property Identification Map

Andrew Daton Property - 154 Acres



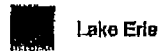
Western Reserve
Land Conservancy
OUR LAND. OUR LEGACY

Map Created 6/22/2012 pb



Western Reserve
Land Conservancy
OUR LAND. OUR LEGACY

Watershed Location



Lake Erie



Huron River & Tributaries

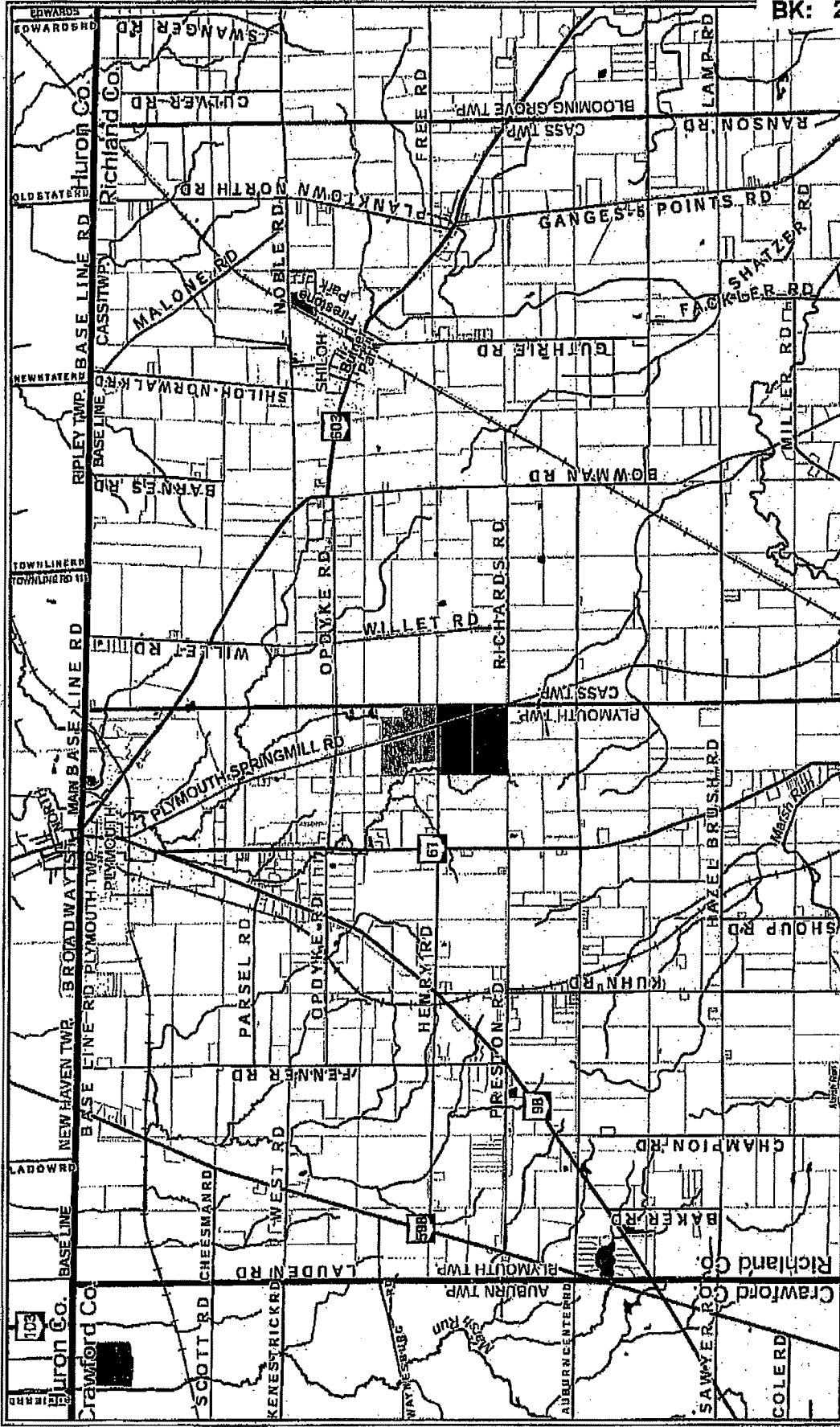
Huron River Watershed














Township Boundaries

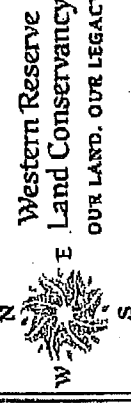
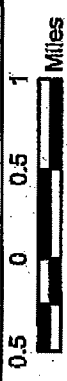


County Boundaries



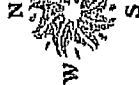
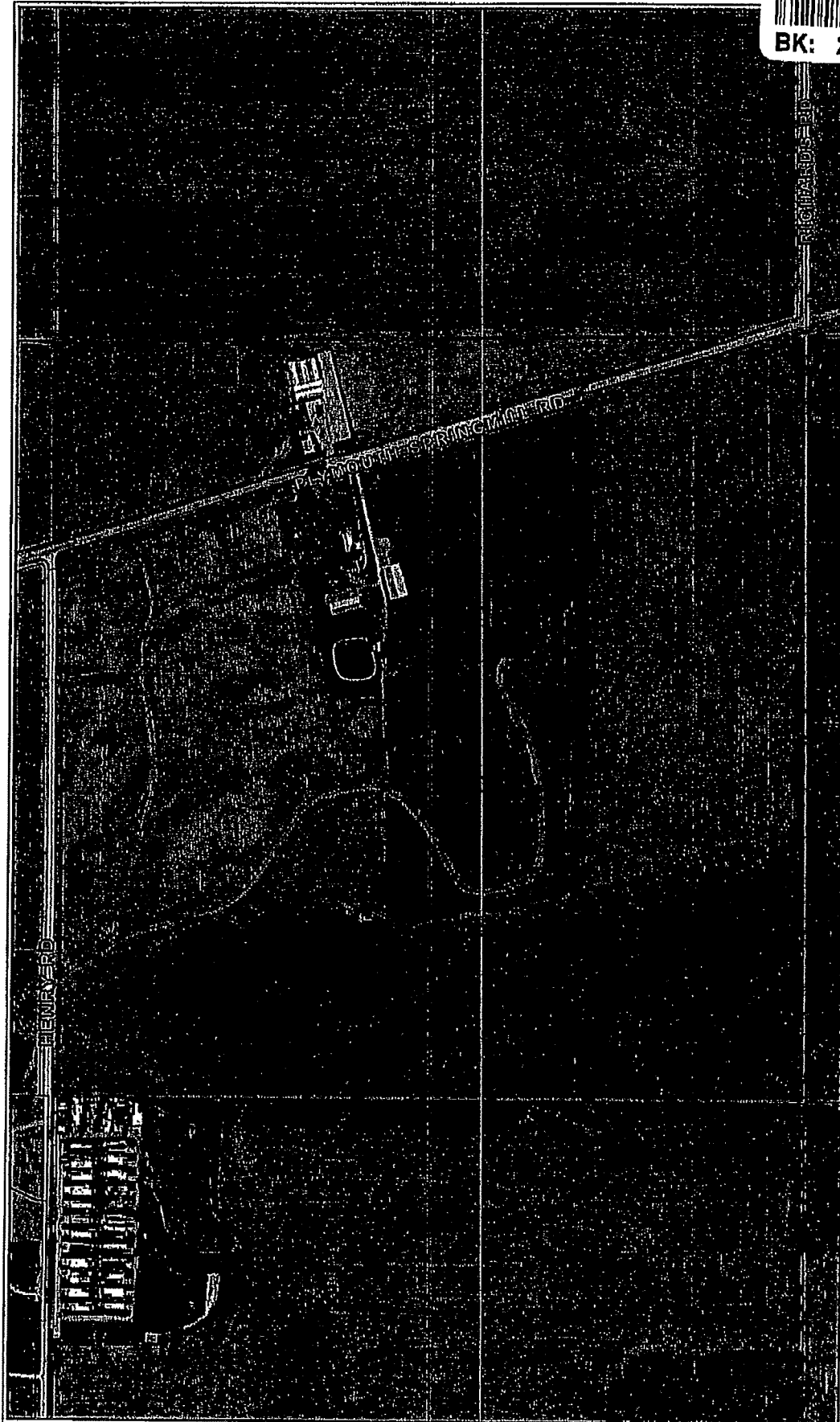
Location

-  Andrew Daron Property - 154 Acres
-  Roger Daron Property - 98.15 Acres
-  Land Conservancy Protected Properties
-  Parks & Managed Areas
-  County Boundaries
-  Township Boundaries
-  Municipal Boundaries
-  State Highways
-  County & Township Roads
-  Huron & Mohican Rivers & Tributaries
-  MHD - Lake Pond/Reservoir





BK: 2236 PG: 709



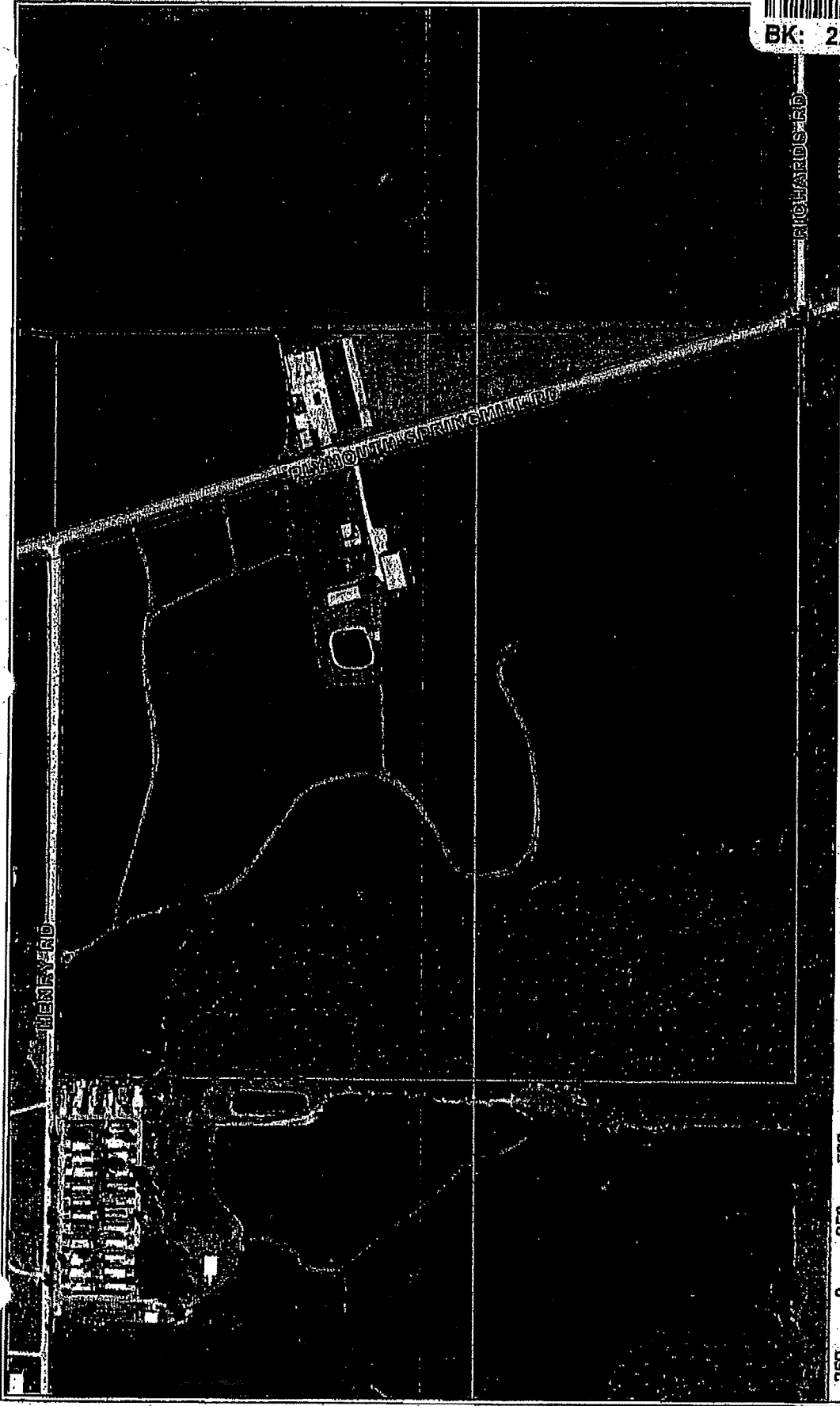
Western Reserve
Land Conservancy
OUR LAND. OUR LEGACY
2006 Aerial Photo (OSIP)
Map Created 6/21/2012 pb

Aerial View I
Andrew Daron Property ~ 154 Acres





BK: 2236 PG: 710



Western Reserve
Land Conservancy
OUR LAND. OUR LEGACY

2011 Aerial Photo (NAIP)
Map Created 6/21/2012 pb






Aerial View II
Andrew Daron Property ~ 154 Acres





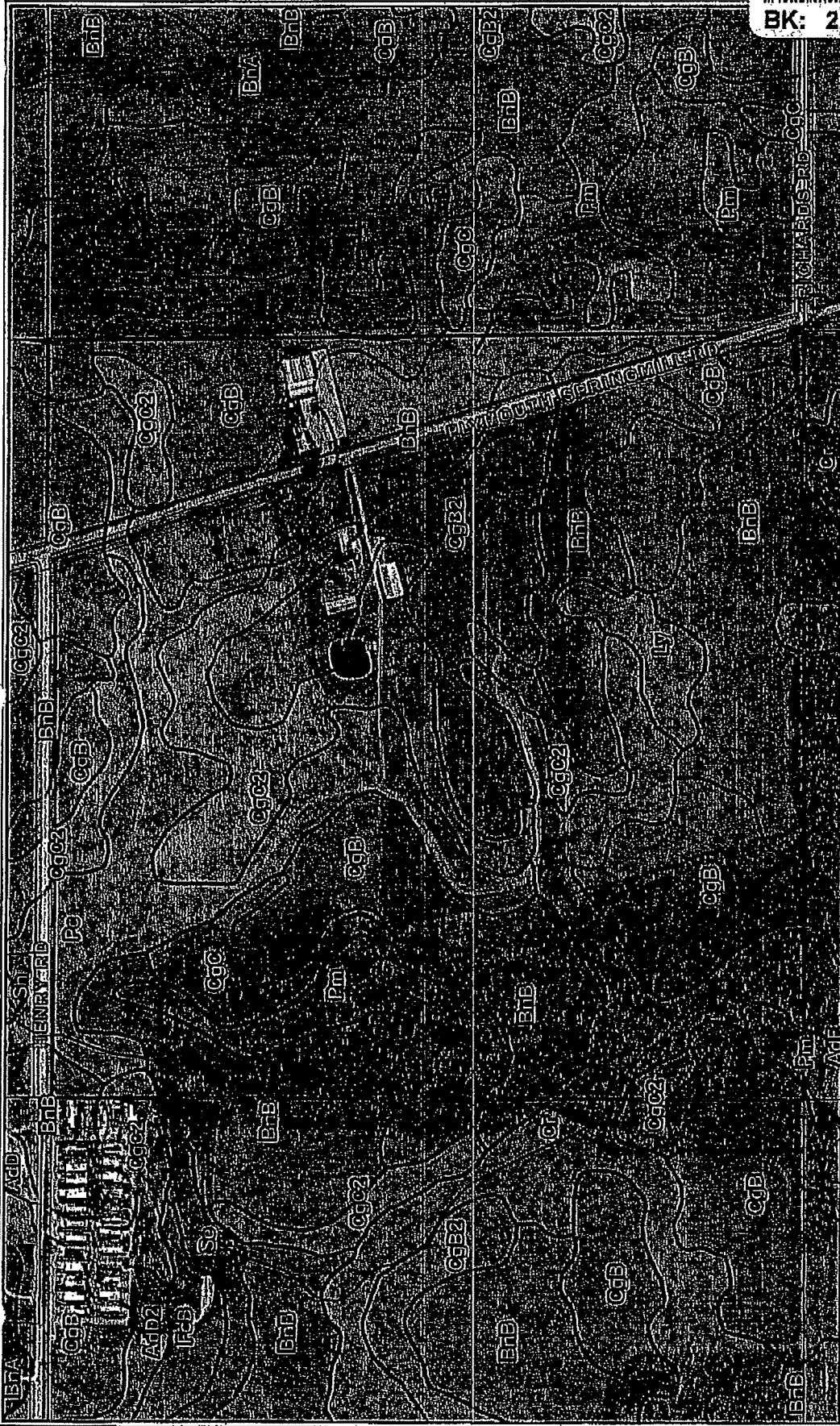
Western Reserve
Land Conservancy
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2006 Aerial Photo (OSIP)
Map Created 7/10/2012 pb

Aerial View III

-  Andrew Daron Property - 154 Acres
-  Roger Daron Property - 88.15 Acres
-  Land Conservancy Protected Properties
-  Huron & Mohican River Tributaries
-  Parks & Managed Areas



BK: 2236 PG: 712



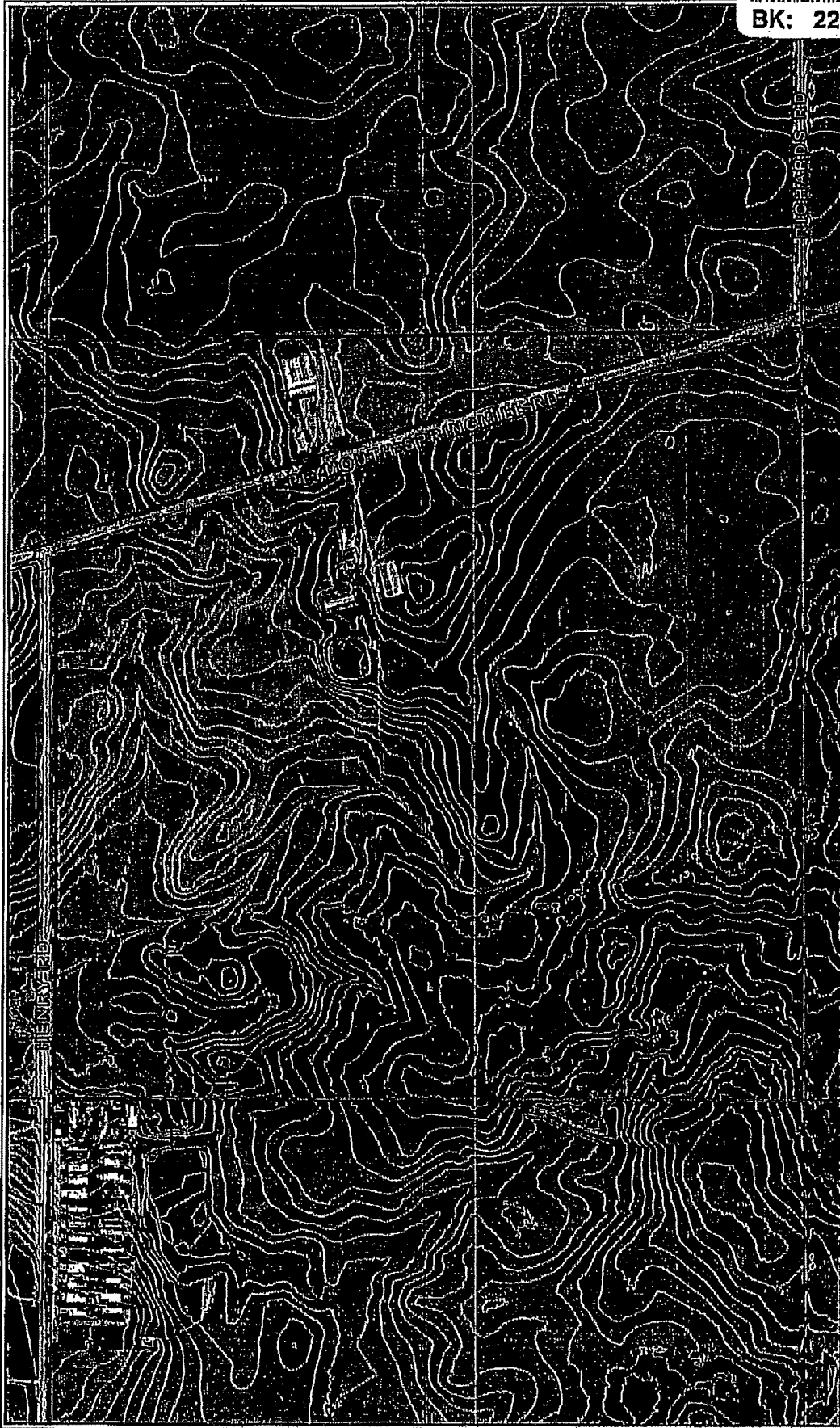
Soils
Andrew Daron Property ~ 154 Acres
Huron River Tributaries






Western Reserve
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2006 Aerial Photo (OSIP)
Map Created 7/10/2012 pb




BK: 2236 PG: 713



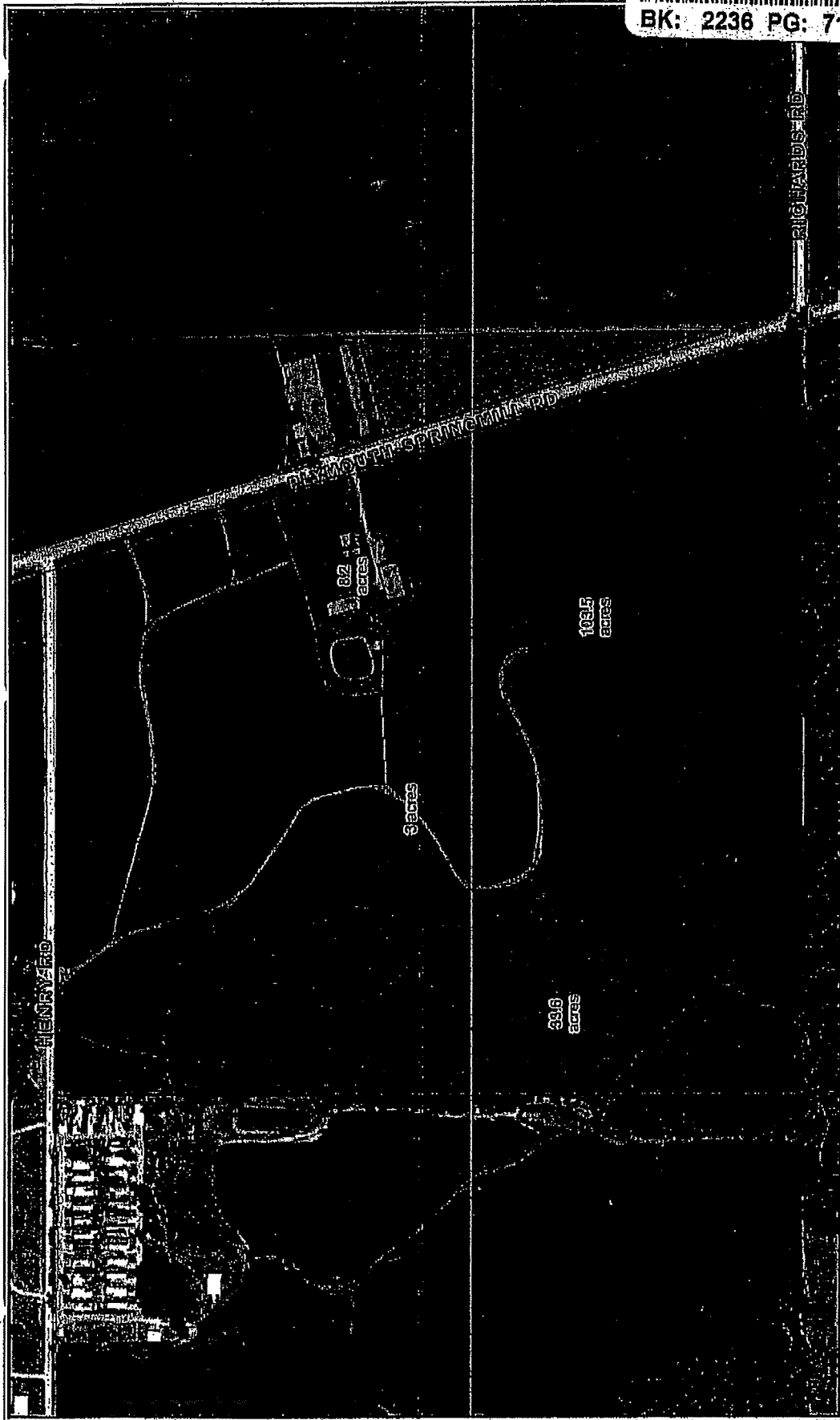
Topography


-  Andrew Daron Property ~ 154 Acres
-  Huron River Tributaries
-  2 Ft Contours - Richland Co. from OSIP DEM




 Western Reserve
 Land Conservancy
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2006 Aerial Photo (OSIP)
 Map Created 7/10/2012 pb




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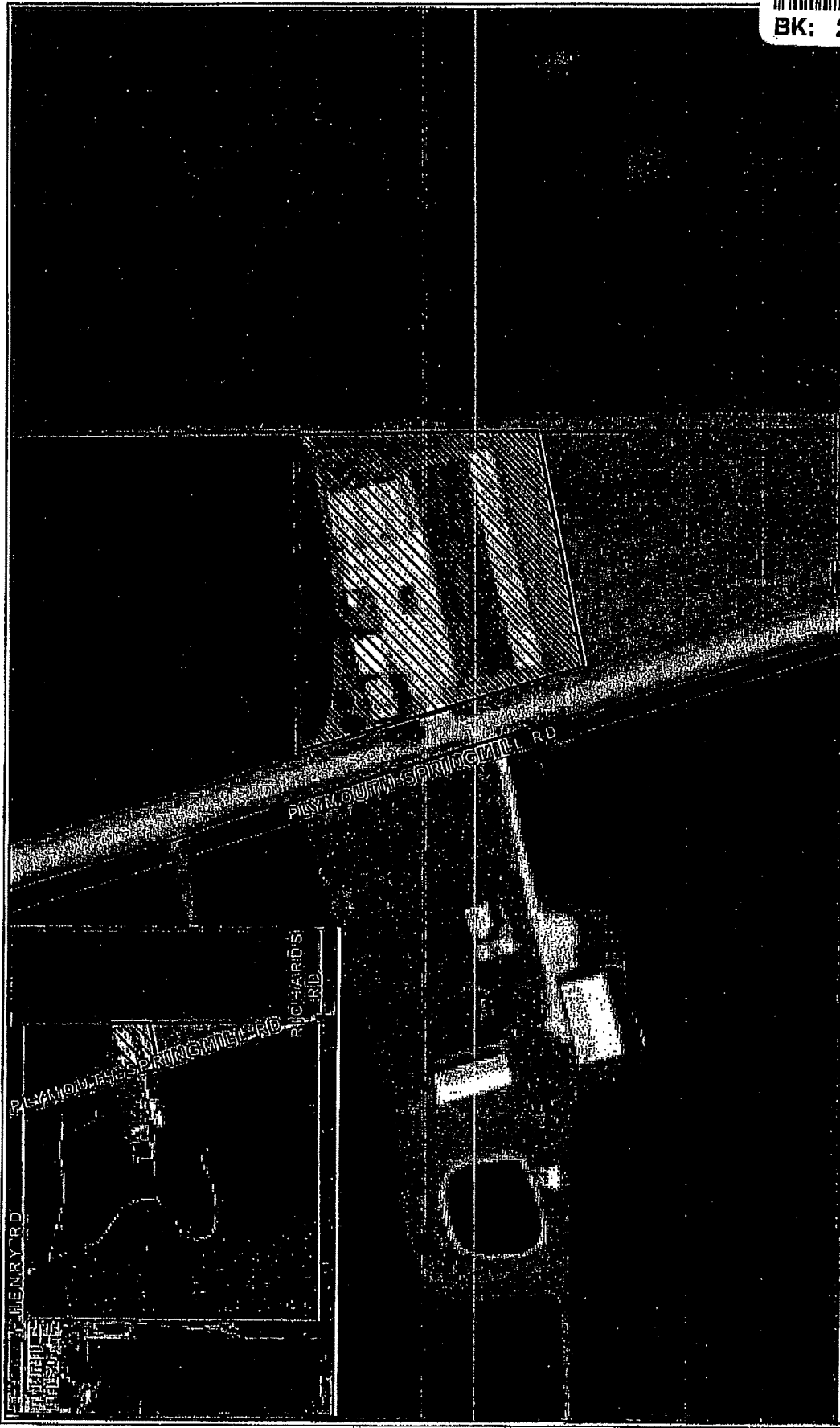
2011 Aerial Photo (NAIP)
 Map Created 7/25/2012 pmc

Land Cover

-  Andrew Daron Property ~ 154 Acres
-  Agricultural Field
-  Building Area
-  Forest-Early/Mid Successional Hardwood
-  Grass/waterway



BK: 2236 PG: 715



Homestead



Homestead: ~ 3.5 acres



Andrew Daron Property ~ 154 Acres



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2011 Aerial Photo (NAIP)
Map Created 2/22/2013 pmc



BK: 2236 PG: 716



Existing Building Area Improvements



Existing building area: ~ 10 acres

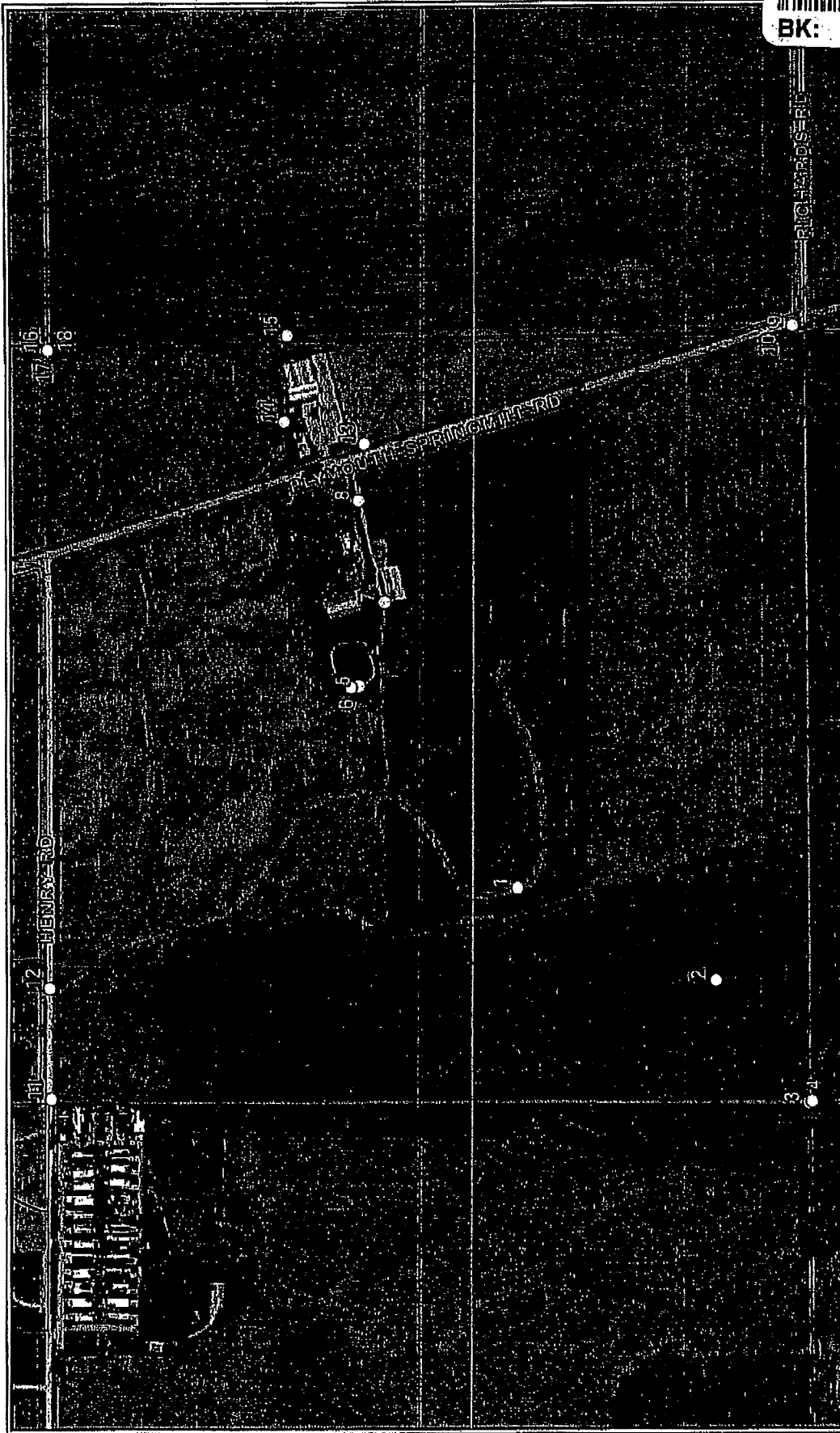
Andrew Daron Property ~ 154 Acres



Western Reserve
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2011 Aerial Photo (NAIP)
Map Created 2/20/2013 pmc

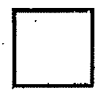


BK: 2236 PG: 717



N
 Western Reserve
 E Land Conservancy
 OUR LAND. OUR LEGACY
 S 2006 Aerial Photo (OSIP)
 Map Created 6/29/2012 pmc

Photo Points



Andrew Daron Property ~ 154 Acres ○ Photo Points: 6/28/12