

# SUGAR RIDGE PRAIRIE EXPANSION

Clean Ohio Green Space Conservation Program  
Round 14

District 5 NRAC



Black Swamp Conservancy  
P.O. Box 332  
Perrysburg, OH 43552-0332

October 24, 2019



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

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

Applicant

Applicant: Black Swamp Conservancy

District Number: 5 Subdivision Code: 199-01069 Date: 10/23/2019

Contact: Melanie Coulter, Conservation Manager Phone: (419) 833-1025  
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: mcoulter@blackswamp.org FAX: \_\_\_\_\_

Project

Project Name: Sugar Ridge Prairie Expansion

County: Wood Zip Code: 43450

Applicant Type

(Select one)

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

Funding Request Summary

(Automatically populates from page 2)

Total Project Cost: 114,250.00

Funding Requested: 84,545.00

Project Emphasis

(Automatically populates from Attachment A)

Primary: Habitat protection (9)

Secondary: Educational opportunities (5)

NRAC Recommendation (To be completed by the NRAC)

NRAC Priority: \_\_\_\_\_

Amount: \_\_\_\_\_ .00

For OPWC Use Only

Status

Project Number: C \_\_\_\_\_

Release Date: \_\_\_\_\_

OPWC Approval: \_\_\_\_\_

Funding Summary

Grant Amount: \_\_\_\_\_ .00

Local Participation: \_\_\_\_\_ %

OPWC Participation: \_\_\_\_\_ %

## 1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

## 1.1 Project Estimated Costs

## Acquisition

Fee Simple	a.)	<u>100,000</u>	.00
Easement	b.)	<u>                    </u>	.00
Total Acquisition Costs			c.) <u>100,000</u> .00

## Planning and Implementation

Appraisal		d.)	<u>3,750</u>	.00	
Survey		e.)	<u>3,500</u>	.00	
Title Work		f.)	<u>2,500</u>	.00	
Closing Costs		g.)	<u>500</u>	.00	
Environmental Assessments		h.)	<u>1,500</u>	.00	
Other	_____	i.)	_____	.00	
	_____		_____	.00	
	_____		_____	.00	
	_____		_____	.00	
Total Planning and Implementation		k.)	<u>11,750</u>	.00	
Improvements		l.)	_____	.00	
Permits, Advertising, Legal	<u>1</u> %	m.)	<u>1,500</u>	.00	
Contingencies		n.)	<u>1,000</u>	.00	<u>1</u> %
Total Estimated Costs		o.)	<u>114,250</u>	.00	<u>100</u> %

## 1.2 Project Financial Resources

## Local Resources

Local In-Kind or Force Account	a.)	_____	.00
Applicant Contributions	b.)	<u>29,705</u>	.00
Other Public Revenues			
Land Water Conservation Fund	d.)	_____	.00
Nature Works	e.)	_____	.00
Ohio Environmental Protection Agency	f.)	_____	.00
Ohio Department of Natural Resources	g.)	_____	.00
Other _____	h.)	_____	.00
Private Contributions: (e.g. Land Donation)	i.)	_____	.00
Subtotal Local Resources	j.)	<u>29,705</u>	.00 <u>26 %</u>

## Clean Ohio Funds

Funds this NRAC	k.)	<u>84,545</u>	.00	
Funds another NRAC	l.)	<u>          </u>	.00	
Subtotal Clean Ohio Funds			m.)	<u>84,545</u> .00 <u>74</u> %
Total Financial Resources			n.)	<u>114,250</u> .00 <u>100</u> %

## 1.3 Availability of Local Funds

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

## 1.4 Partnerships

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

## 2.0 Project Schedule

2.1 Planning and Implementation	Begin Date: <u>08/20/2019</u>	End Date: <u>01/31/2020</u>
2.2 Land Acquisition / Easements	Begin Date: <u>02/01/2020</u>	End Date: <u>12/31/2020</u>
2.3 Site Improvements	Begin Date: _____	End Date: _____

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



### 3.0 Project Description

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

Wood County Parcel No. D14-512-040000003500, partial

0 Luckey Road, Pemberville (Freedom Township), OH 43450 - Southeast of the intersection of Luckey Rd & Sugar Ridge Rd

The property is bounded on the north by Black Swamp Conservancy's Sugar Ridge Prairie and 50 ft of Sugar Ridge Road; on the east by Black Swamp Conservancy's Homestead Headquarters and Bell Woods; on the south by private farmland; on the west by two private house parcels, 260 ft of Luckey Road and Sugar Ridge Prairie.

The property is covered by one deed.

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

This project is the fee simple acquisition of approximately 16 acres of land at the intersection of Sugar Ridge and Luckey Roads, 2.4 miles northwest of Pemberville. The owner received a bona fide offer to purchase the property by individuals who plan residential development. Black Swamp Conservancy exercised its right of first refusal to protect this habitat from being developed.

The property is a native prairie which has become a rarity in northwest Ohio, largely due to conversion to agricultural production. Prairie habitat is important to a number of bird species as migratory, wintering, and breeding habitat. It is also vital to pollinator species, many of which have experienced widespread population declines. The property also contains two pothole wetlands, providing diversity of plant life and habitat for aquatic species. The 16 acres of prairie are highly desirable on the open market due to proximity to local schools and rural development trends. The property is contiguous with 7 acres of protected prairie and adjacent to protected forested wetlands, so acquisition of this parcel will prevent further fragmentation of these habitats. Black Swamp Conservancy owns the 7 acres of protected prairie, and protection of the remaining 16 acres of prairie is part of the Conservancy's larger goal of protecting the entire prairie and wetland complex.

Eastwood Schools (elementary, middle, and high schools) is located directly across the street. Various science classes from Eastwood schools, as well as from Bowling Green State University, use the prairie throughout the year, making the site a great outdoor educational resource to the community.

The prairie currently has a mowed trail system and is open to the public. The Conservancy plans to maintain existing trails and continue public access throughout the prairie.

- C: Terms of Easements:** 500 character limit.

Not applicable. OPWC deed restrictions will be recorded. See Attachment F: OPWC Proposed Declaration of Restrictions.

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

The property will remain open to the public for hiking, birding, and other non-intensive recreational activities. The site can be accessed from the gravel parking lot on the Conservancy's Homestead Headquarters, immediately east of the targeted property, and from the parking lot of Eastwood Schools, directly across Sugar Ridge Road. The Conservancy will also work with various educational and conservation partners to continue and increase public events at the prairie.

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

The Conservancy intends to own and manage the property. If there was ever a circumstance where a partner, like the Village of Pemberville or Wood County Park District, were identified as a more suitable owner of the site, the Conservancy would explore transferring ownership to that group while retaining a perpetual conservation easement.

## 4.0 Project Officials

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

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

Name: Rob Krain

Title: Executive Director

Address: P.O. Box 332

City: Perrysburg State: OH Zip: 43552

Phone: (419) 833-1025

FAX:

E-Mail: director@blackswamp.org

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

Name: Eric Britton

Title: President

Address: P.O. Box 332

City: Perrysburg State: OH Zip: 43552

Phone: (419) 241-9000

FAX:

E-Mail: ericb\_perrysburg@yahoo.com

### 4.3 Project Manager

Name: Melanie Coulter

Title: Conservation Manager

Address: P.O. Box 332

City: Perrysburg State: OH Zip: 43552

Phone: (419) 833-1025

FAX:

E-Mail: mcoulter@blackswamp.org

## 5.0 Attachments / Completeness review

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



A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.



A certification signed by the applicant's chief financial officer stating the amount of *all local share* funds required for the project will be available on or before the dates listed in the Project Schedule section.

N/A



A cooperative agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.



Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance).



OPWC Proposed Declaration of Restrictions; also include restrictions for any other funding sources.



Information concerning the coordination and / or participation by local subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.

N/A



For site improvements: Formal estimate by architect, landscape architect, or other professional, or quotes.



Supporting Documentation: Materials such as additional project description, photographs, and / or other information to assist your NRAC in ranking your project including supplements which may be required by your local NRAC. Appraisals must be in conformance with OPWC appraisal standards.

## 6.0 Applicant Certification

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

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

Rob Krain, Executive Director

Certifying Representative (Printed form, Type or Print Name and Title)



Original Signature / Date Signed



# ATTACHMENTS

## Sugar Ridge Prairie Expansion

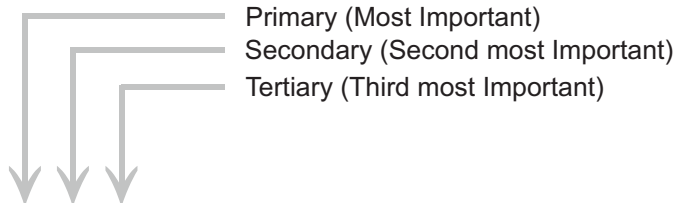
Attachment A	Project Emphasis
Attachment B	NRAC District 5 Scoring Methodology
Attachment C	Supporting Documentation to Assist the NRAC in Ranking the Project
Attachment D	Governing Body Authorization
Attachment E	CFO Certification
Attachment F	OPWC Proposed Declaration of Restrictions
Attachment G	Resolutions & Letters of Support
Attachment H	Maps of the Project
	H1 County Map
	H2 Local Map
	H3 Topographic Map
	H4 Aerial Imagery
	H5 Natural Heritage Program Rare Species Map & Letter & Species List
	H6 Buckeye Trail Linkage Map
Attachment I	Property Photos
Attachment J	Purchase Agreement :
	J1 Right of First Refusal
	J2 Owner's Notice
	J3 Purchase Agreement with Other Potential Buyer
	J4 Conservancy's Notice of Exercise
Attachment K	Appraisal
Attachment L	Title Commitment

# Attachment A

## Project Emphasis

(ORC 164.22)

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



- |                                     |                                     |                                     |                                                                                                                                                                                                                                                 |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Supports comprehensive open space planning; Incorporates aesthetically pleasing and ecologically informed design                                                                                                                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Enhances economic development that relies on recreation and ecotourism in areas with relatively high unemployment and lower incomes                                                                                                             |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Protects habitat for rare, threatened, and endangered species or the preservation of high quality, viable habitat for plant and animal species                                                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Preserves existing high quality wetlands or other scarce natural resources                                                                                                                                                                      |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Enhances educational opportunities and provides physical links to schools and after-school centers                                                                                                                                              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Preserves or restores water quality, natural stream channels, functioning floodplains, wetlands, and/or streamside forests. Preserves or restores other natural features that contribute to the quality of life and to state's natural heritage |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Reduces or eliminates nonnative, invasive species of plants or animals                                                                                                                                                                          |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Allows proper management of areas where safe fishing, hunting, and trapping may take place in a manner that will preserve a balanced natural ecosystem                                                                                          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Increases habitat protection                                                                                                                                                                                                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Included as part of a stream corridor-wide or watershed-wide plan                                                                                                                                                                               |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Provides multiple recreational, economic, and aesthetic preservation benefits                                                                                                                                                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Preserves or restores floodplain and streamside forest functions                                                                                                                                                                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Preserves headwater streams                                                                                                                                                                                                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Restores and preserves aquatic biological communities                                                                                                                                                                                           |



# Attachment B

## District 5

### NATURAL RESOURCE ASSISTANCE COUNCIL

Clean Ohio Fund, Ohio Public Works Commission - District 5

Ohio Natural Resource Assistance Council (NRAC)

c/o Maumee Valley Planning Organization, 1300 East Second Street, Suite 200, Defiance, Ohio 43512

Phone: (419) 784-3882; FAX: (419) 784-2061; Email: dmiller@mvpo.org

### CLEAN OHIO CONSERVATION PROGRAM- POLICY CLARIFICATIONS

**ADMINISTRATION — PROGRAM YEAR 14:** In reviewing projects recommended by the districts, the Commission has identified several areas of concern, which should be conveyed to applicants in order to avoid delay in processing and approving applications for Program Year 14.

**READINESS TO PROCEED:** Projects with delayed schedules for acquisition will be questioned and possibly returned for re-submission in a future program year if they will not proceed during the current program year.

**Generally, projects not scheduled for acquisition within 12 months from the date of the Project Agreement will be rejected by the Commission.**

Projects delayed for reasons which are beyond the control of the applicant may, at the discretion of the Commission, receive a schedule extension. Projects with delayed schedules that lend themselves to a future funding year will be terminated.

**STRUCTURES:** The allowance for funding the acquisition of existing structures as a portion of a Clean Ohio project will be judged on a case by case basis. Demolition of existing structures will not be considered an allowable cost.

**FARMLAND PRESERVATION — AGRICULTURAL EASEMENTS:** Under Ohio Revised Code 164.25 the Ohio Public Works Commission is authorized to approve applications for Clean Ohio Conservation Funds (COCF) for open space acquisition and related development projects and to protect riparian corridors or watersheds, according to the criteria for such projects described in Ohio Revised Code 164.22. The term "agricultural" does not appear in that section pertaining to the criteria for COCF projects. The Ohio Department of Agriculture has statutory authority under Ohio Revised Code 901.22 to administer the Clean Ohio Agricultural Easement Program, for the acquisition and preservation of farmland devoted to agricultural purposes through the creation of agricultural easements. Under the express terms of their respective statutes, the authority of the Department of Agriculture and the Ohio Public Works Commission over the programs within their purview is mutually exclusive and they do not overlap. The Ohio Public Works Commission is without authority to approve grant projects for the primary and express purpose of protecting land for continuing agricultural uses.

From a practical standpoint a COCF project may contain agricultural land that would 1) contain agricultural land that would be allowed to revert to its natural state; or 2) contain acreage intended as a buffer for a riparian corridor; or 3) contain acreage that could be used for the demonstration of historical farming. The second and third of these examples raise the possibility that land intended to remain in active agricultural use may directly serve the purposes expressed in Ohio Revised Code 164.22 (A) and (B).

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

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

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

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

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

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

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

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

## PROGRAM PROCEDURES ROUND 14

1. **Award Policy**  
**"Conditional Awards"** shall be made for those projects lacking local or other funding match to move forward to closing at time of application. Initially, conditional awards shall be extended for six months after the application funding award. An additional six months can be granted based on the consideration of progress by the District 5 NRAC. Awards to those projects that cannot move to closing prior to the initiation of the next funding round will be rescinded.
2. **Score Tie Breakers**  
 When scores are tied the following criteria will be used to break the tie:
  - a. 1<sup>st</sup> tie breaker- project with highest % match dollars.
  - b. 2<sup>nd</sup> tie breaker-vote of committee.
3. **Last Project on Funding Line**  
 If the last qualified project on the funding list cannot receive its full funding request then it will be offered partial funding for thirty days after the date of NRAC approval. After that date any available funds will be offered to the next qualified project on the approved funding list until all funds are allocated.
4. **Required Documents**

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

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



## SCORING METHODOLOGY

Applicant Name: Black Swamp Conservancy

Applicant Contact: Melanie Coulter

Project Title: Sugar Ridge Prairie Expansion

Date Application Received: \_\_\_\_\_

Date Application Reviewed: \_\_\_\_\_

Project Reviewed By: Applicant

Total Points Awarded: \_\_\_\_\_  
(121.5 maximum points)

Project Ranking: \_\_\_\_\_ out of \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_

Funding Requested: \$ \_\_\_\_\_

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

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

A. Minimum Points for Funding

Proposed projects that do not obtain a mean minimal score from committee members of at least seventy five (75) points of the total possible maximum points that could be awarded by the District 5 NRAC committee members will only be funded in full or in part upon a vote of 2/3rds of the committee members in attendance and be contingent upon funding availability.

B. Open Space (Sec. 164.22 A)

  X   openspace acquisition

       permanent conservation easement

C. Riparian Corridors or Watersheds (Sec. 164.22 B)

       Protects or enhances riparian corridors or watersheds including the protection and enhancement of streams, rivers and other waters of the state.

D.        Improvement/restoration to previously funded COCF Project per Attachment A.

E. Would the project:

YES   NO    
         X   initiate or perpetuate hydromodification projects such as dams, ditch development or channelization?

         X   fund current legal obligations (such as fines, penalties, litigation expenses, mitigation or reclamation) under state or federal laws or local ordinances?

         X   fund facilities other than those required to provide public access to or use of openspace?

         X   fund facilities for active recreation such as tennis courts, ballfields and recreation centers?

         X   is the application incomplete?

         X   The project is determined to be an unacceptable use of Clean Ohio Conservation Funds by the District 5 NRAC. Eight NRAC members must affirm that the application is an unacceptable use of Clean Ohio Funds. (Factors considered shall include: an unjustified cost per acre, poor location, non-existent claimed benefits such as the presence of wetlands that is not supported by documentation

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

Application is an eligible project-   X   YES        NO

If application represents an eligible project move on to Part II

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

**(Applicants shall provide supporting justification for each criteria.)**

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

**Part II SCORE:** 42



(Applicants shall provide supporting justification for each criteria.)

NRACs shall consider the following in approving or disapproving a grant:

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

☐ 75% (required)   
 ☒ 74-70% (2 points)   
 ☐ 69-65% (3 points)   
 ☐ 64-60% (4 points)   
 ☐ 59-49% (5 points)   
 ☐ 50% or less (7 points)

2. Level (list: % and in \$) of funding provided by other sources, both funding and in kind:

Private \$ 29,705 % 26

Public \$ \_\_\_\_\_ % \_\_\_\_\_

Documentation in the form of a Letter of Commitment from other Funding Source.

☒ 1 (1 point each for attracting significant [more than 5% Private and / or Public] non Clean Ohio Fund funding)

3. Documented Support: (1 point each maximum of 5 points). Documentation in the form of a letter or Resolution from the supporting Agency or Organization.

☒ 2 local political subdivisions   
 ☒ 1 state agencies   
 ☒ 1 federal agencies  
☒ 1 community organizations   
☒ 1 conservation organizations   
☒ 1 additional (specify)

4. Level of conservation coordination with other Openspace, Riparian Corridor, Trails, Farmland Protection or Urban Revitalization Projects under the
- Clean Ohio Fund**
- in other Public Works Commission Districts. (Select one that best applies)

☒ 2 is a joint project (2 points)  
☐ carries out an adopted community, watershed or other plan overlapping another district (1 point)

5. Extent of public access once project is completed: (Select one that best applies)

☒ 3 open days and weekends (3 points)  
☐ open limited, but regular hours (2 points)  
☐ open by appointment or with written permission (1 point)

6. Operation and Maintenance once project is completed: (Select one that best applies)

☒ 3 operation plan and resources in place to carryout plan, if appropriate (3 points)  
☐ operation plan, volunteers and limited resources available (2 points)  
☐ limited operation plan, limited resources available (1 point)

7. Project Management Experience of similar or related projects: (Select one that best applies)

☒ 3 successfully completed 3-5 similar projects in the last 10 years (3 points)  
☐ successfully completed 1-2 similar project in the last 5 years (2 points)  
☐ has partnered on at least one similar project in the last 5 years (1 point)

8. Community Planning: Project is in concert with publicly adopted regional, community plan or watershed plan (Select one that best applies)

☒ 1.5 project identified as important in the plan (1.5 points)  
☐ area identified as important in the plan (1 points)  
☐ project would be consistent with plan (.5 point)

9. Natural Resource Viability: How important is the project to the viability of the natural resources affected by the project? (Select all that apply)

☐ protects a globally endangered species or biological community (3 points)  
☒ 2 protects 1 or more state NHI ranked rare or endangered species (2 points)  
☐ protects a threatened biological community or important example of Ohio's natural heritage (1 point)  
☒ 1 protects a high quality example of a regionally significant biological community (1 point)

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

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

9 (9 points) Evidence that matching funds are committed.

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

\_\_\_\_\_ (1 point) Match is anticipated to be available.

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

9 (0-9 points)

(Supporting documentation required.)

**Part III SCORE:** 41.5

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

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

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

	Well Below Average	Below Average	Average	Above Average	Well Above Average
	-5	-3	0	3	5
Economic Impact				X	
Env./Habitat Impact					X
Cost Effectiveness					X
Other Project Factors					X

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

**Part IV SCORE:** 18

**Project Scoring Tabulation:**

Page 5

Total Score Part II: **42** (52 points possible)  
Total Score Part III: **41.5** (51.5 points possible)  
Total Score Part IV: **18** (20 points possible)  
Total Project Score: **101.5** (123.5 points possible)

**Allowable Access Improvements:**

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

Benches

Fencing

Invasive Species Removal (f' Time)

Kiosks/Signs

Observation Decks

Parking Lots

Pedestrian bridges

Plantings for Restoration

Trails

Trash Receptacles

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

Fountains, Monuments

Restrooms Shelter Houses

Statues

**Prohibited:**

Ball Diamonds

Buildings for well fields

RV parks

Wind Turbines

**Existing Buildings:**

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

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

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

Administrative Costs Maintenance

Items Monitoring Costs Seller Paid

Items Taxes

# ATTACHMENT C

## Additional Supporting Documentation to Assist the NRAC in Ranking the Project

### Part II

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

One listed species has been identified in the immediate vicinity of the Property according to ODNR's Natural Heritage Program, the Potentially Threatened Three-birds Orchid (*Triphora trianthophora*). (See Attachment H5 "Natural Heritage Program Rare Species Map.")

The Conservancy or their DNAP and BGSU partners have identified the following rare/threatened/endangered species in Sugar Ridge Prairie: Northern Harrier (*Circus cyaneus*, Ohio Endangered); Canada Milk-vetch (*Astragalus Canadensis*, Ohio Threatened); Rattlesnake-master (*Eryngium yuccifolium*, Ohio Potentially Threatened); Grasshopper Sparrow (*Ammodramus savannarum*, Ohio Species of Concern); Badger (*Taxidea Taxus*, Ohio Species of Concern); and Northern Bobwhite (*Colinus virginianus*, Ohio Species of Concern). A Great Blue Heron Rookery is located within one half mile of the property in Bell Woods, a remnant Great Black Swamp forested wetland complex protected by Black Swamp Conservancy.

This acquisition project will protect native prairie habitat, which has become a relative rarity in northwest Ohio due to habitat conversion to agricultural production and urban and residential development. The prairie habitat provides important migratory, wintering, and year-round habitat for various bird species and extremely important pollinator habitat for the region's declining pollinator populations.

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

Following acquisition the Conservancy will work to control invasive common teasel, Canada thistle and autumn olive populations in the prairie. Black Swamp Conservancy has an established relationship with the Toledo Zoo Teen Program and has worked with them in the past to control invasives on the property in concert with the current landowner.

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

The property contains native prairie habitat that has become a rare ecosystem type in northwest Ohio due to land use changes. Protection of the prairie will preserve migratory, wintering, and breeding bird habitat; pollinator habitat; and important prairie plant communities. Additionally, this project will preserve three prairie pothole wetlands which provide habitat for native dragonflies, frogs, shorebirds, sedges, reeds and more. These small wetlands support different plant and animal species from the surrounding prairie and protected woodland, increasing diversity on the site.



#### **4. Restores and preserves aquatic biological communities.**

The prairie contains three pothole wetlands, which provide habitat for frogs, dragonflies, aquatic macroinvertebrates, sedges, reeds and other species that together form a viable aquatic biological community. Two of the pothole wetlands are connected via a linear wetland channel with seasonal water level fluctuations. This allows a connection between the small wetlands, increasing biodiversity and viability of the aquatic species populations.

#### **5. Preserves and/or restores headwater area.**

Not applicable.

#### **6. Preserves or restores functioning floodplains.**

Not applicable.

#### **7. Preserves or restores water quality**

Preservation of native prairie and wetland vegetation will improve regional water quality by slowing runoff and allowing vegetation to remove nutrients. Established plant communities help to hold soil in place, reducing erosive losses and siltation of waterways. Having areas that slow the flow of stormwater are vitally important to mitigating the occurrence of harmful algal blooms and improving regional water quality in highly hydromodified northwest Ohio. Protecting this site as a prairie in perpetuity will prevent development and reversion to agriculture, thereby preventing water quality declines that result from increased impermeable surfaces and runoff, or increased nutrient inputs and erosion.

#### **8. Preserves or restores natural stream channels.**

Not applicable.

#### **9. Preserve or restores streamside forests.**

Not applicable.

#### **10. Preserves or restores wetlands.**

The prairie contains three pothole wetlands. These non-ephemeral pools are unique features in the vicinity, hosting a diversity of plant and animal life. With acquisition of this property, the Conservancy will preserve these wetlands and will work to restore/maintain their function and native plant diversity in the future if their quality declines due to siltation, invasive species, etc.

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

The project will result in the preservation of approximately 16 acres of native prairie habitat that is a part of a larger 23-acre prairie and adjacent to an 80-acre protected forested wetland. (Black Swamp Conservancy owns or protects several adjacent parcels). Protection of the property will ensure that the community will continue to have recreational access (hiking, birding, etc.) in one of the few remnant prairies in Wood County.

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

This project will result in fee acquisition of approximately 16 acres of native prairie located in the historic Great Black Swamp. A mowed trail loops through the property, which is used by the public, especially students from adjacent Eastwood Schools and nearby BGSU. One of the few high quality remnants of the Great Black Swamp's forested wetlands lies adjacent to the prairie and is accessed from the prairie trail. Acquisition of the prairie by the Conservancy will allow the site to remain open to the community for recreational and educational uses.

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

Not applicable

**14. Reforests or re-vegetates land to improve water quality.**

The Conservancy will manage the property to promote high-quality, diverse, and resilient prairie communities. This will be accomplished through targeted herbicide application of invasive species and employing field level management activities like mowing and prescribed fire. Management will be directed to promote prairie health to ensure that the prairie maintains capacity to improve water quality.

In the prairie there are a few small patches with high densities of common teasel or Canada thistle. After controlling these patches, we will revegetate the areas with native prairie species. This will reduce the recurrence of the invasive plants.

**15. Reforests or re-vegetates with only native species to improve water quality.**

Only plant species native to the prairies of northwest Ohio will be used in the revegetation activities described in #14 above. We are lucky to have several potential sources for local native plants in the area, including Wood County Park District and Metroparks Toledo.

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

The site will have minimal passive recreational development performed. Existing trails will be maintained as they have been since the trail system was established ... by simply mowing. We have no plans to make any changes to the site, but if that changes, any future design will be completed with the help of consultants and area experts to ensure sensitive areas are not disturbed, protecting the natural heritage of the property.

**17. Enhances environmental educational opportunities.**

The property is located across the street from Eastwood Schools (elementary, middle, and high school complex), and multiple science classes from the school have used the site as an outdoor classroom. The Pemberville & Luckey Libraries have used the prairie to stage story walks as a part of their summer programming. Bowling Green State University has used the prairie for outdoor lab classes in the biology and environmental sciences programs. Black Swamp Conservancy has partnered with the Toledo Zoo Teen Program to bring teenage volunteers to the prairie to help remove invasive species, while also providing an opportunity to learn about the importance of prairie habitat. Protection of this 16 acre portion of the prairie ensures that these various educational opportunities can continue.

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

This property is adjacent to the Conservancy's Homestead Headquarters (which includes a working sustainable herb farm and an oak savanna) and the easement-protected Bell Woods. The proximity of the site to these two protected areas allows Conservancy staff to readily meet with people interested in learning about conservation in northwest Ohio and host guided walks to show individuals how protecting these sites preserves Ohio's heritage. The Conservancy Homestead is also an official camping location for the Buckeye Trail, a statewide trail highlighting Ohio's heritage. Via the trail, Sugar Ridge Prairie is linked to other open space preserves like Wood County Parks' William Henry Harrison Park in Pemberville and Carter Historic Farm in Bowling Green. See Attachment H6 "Buckeye Trail Linkage Map."

**19. Supports established open space planning.**

This project would support the Wood County Future Land Use Plan which commits to (1) identify sensitive natural areas for protection, possible areas for recreation in coordination with these natural areas, and historic or cultural sites to protect; (2) pursue dedication of easements or park status for areas of particular value and continue to work on partnerships to conserve land through the Wood County Park District and Black Swamp Conservancy; and (3) explore a countywide open space plan that combines preservation of natural areas with recreation and access to open space in a connected network for people and creation of county/region wide

wildlife corridors. This property's location is identified as Rural Countryside in the Land Use Plan.

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

This project provides recreational benefits by protecting areas that are currently used by the public. A variety of activities including hiking, birding, outdoor school programming, after school programming, guided nature walks, and photography workshops already take place on the property. The prairie provides scenic value to visitors, neighbors, Eastwood Schools and from its frontage along Luckey and Sugar Ridge Roads. Economically, proximity to open space and nature preserves increases property values and attracts tourism. This combination of recreation, aesthetics and economic benefits has made the property a valued local resource, and preservation of the property by the Conservancy will ensure that the public can continue enjoying the property.

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

There is no current hunting or trapping on the property. Black Swamp Conservancy's conservation staff will evaluate the property's natural carrying capacity and take wildlife populations into consideration in its management objectives. If the site's ecological needs require game species population thinning, hunting may be allowed in the future.

**22. Enhances economic development that relies on recreation and ecotourism.**

This project has significant potential to continue the growing use of the property by various regional groups. Over the past three years, the Conservancy has partnered with the current landowner to implement more programming in the Sugar Ridge Prairie. This has resulted in more local awareness and access to the site. Through this partnership, the Conservancy has attracted groups from outside the community to participate in programming on the site. This has helped to raise awareness and educate people on the importance of restoring and preserving native habitat. This has ultimately led to an increase in visitors to the local community, and more broadly to Wood County, to experience the natural resource based activities provided by local communities.

**23. Contiguous to existing protected open space.**

The Property is adjacent to the Conservancy's Homestead (5 acres which includes our headquarters, a working sustainable herb farm and oak savanna) and to easement-protected Bell Woods (an 80-acre forested wetland remnant of the Great Black Swamp). The proximity to these sites provides exceptional opportunities to showcase the diversity of Ohio's natural heritage.

#### **24. Site has historical or cultural significance.**

Sugar Ridge Prairie, which is located squarely within the historic Great Black Swamp, was restored over a decade ago from a conventional grain crop field to native northwest Ohio prairie because the current landowners discovered remnant prairie species growing on the edges of the field. They realized that the bedrock was close to the surface under the field, which meant the large trees and deep wet soils that typify the historic Great Black Swamp were absent from this site even before the swamp was drained. The restored prairie in this site is historically and culturally significant since it represents a rare and historically accurate plant community in the Great Black Swamp. Additionally, the prairie's proximity to one of the highest quality remnants of the typical Great Black Swamp forested wetlands provides a truly rare and culturally significant site that replicates the diversity of plant communities that historically spread across this region.

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

This site is located in the historic Great Black Swamp, and the project will result in the preservation of a rare shallow-soil prairie of the historic swamp.

#### **26. Provides facilities for public access and use.**

The prairie contains a 1-mile mowed loop trail and small spur trails that allow public use of the prairie and access to the prairie pothole wetlands. The proximity to the Conservancy's Homestead provides facilities for public access, including a gravel parking lot (open daily dawn to dusk) and access to the Homestead restrooms (weekdays 8-4:30).

### **PART III**

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

The total project cost is \$114,250. The Conservancy is seeking \$84,545 in Clean Ohio funds (74%).

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

\$29,705 (26%) in private funds will be contributed.

#### **3. Documented Support**

Please see Attachment G, "Resolutions & Letters of Support"

- Local Political Subdivisions – Resolutions of support from Freedom Township Trustees and the Wood County Commissioners.



- State Agencies – Ohio Department of Natural Resources Division of Natural Areas and Preserves
- Federal Agencies – United States Fish & Wildlife Service Ottawa National Wildlife Refuge
- Community Organizations – Bowling Green Parks & Recreation Foundation
- Conservation Organizations – The Nature Conservancy
- Additional (Research & Education Organization) – Black Swamp Bird Observatory

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

This is a joint project with the Clean Ohio Trails Program through the Conservancy's work with the Buckeye Trail Association. The Buckeye Trail is a statewide trail system that has used Clean Ohio Trail funding to accomplish various trail related projects in other districts across the state. In 2016, Black Swamp Conservancy established a campsite for trail hikers at the Conservancy Homestead. Protection of this prairie will preserve the scenic viewshed along this stretch of the trail. In much of northwest Ohio, the Buckeye Trail passes through crop fields along rural highways due to the paucity of preserved habitat in this region. The stretch of trail that accesses this property is one of the few northwest Ohio sections where hikers can experience native habitat.

#### **5. Extent of public access once project is completed.**

The property will be open to the public on weekdays and weekends, from dawn till dusk, for nature-based passive recreational and educational purposes.

#### **6. Operation and Maintenance once project is completed.**

The Conservancy will oversee operation and maintenance of the property once the project is completed. Conservancy staff will work to help facilitate educational events on the property and will work with local partners (e.g. Toledo Zoo Teens, neighbors, Eastwood Schools) to manage invasive species, collect seeds, and mow trails.

#### **7. Project Management Experience of similar or related projects.**

Black Swamp Conservancy has completed over 10 Clean Ohio projects within the past 10 years. The Conservancy currently holds 134 conservation easements and owns 7 public nature preserves in 14 counties and has partnered with many park districts, townships and municipalities to establish public parks and preserves throughout the region for the benefit of Ohioans.

## **8. Community Planning**

Protection of this property is in concert with and will further the goals of the following community and open-space plans:

➤ Wood County Comprehensive Land Use Plan (2017)

Completion of this project would accomplish the following goals identified in the Wood County Future Land Use Plan; (1) protection of sensitive natural areas that include potential recreational opportunities, (2) dedication of easement or park status for areas of particular value and to work on partnerships to conserve land through the Wood County Park District and Black Swamp Conservancy, and (3) preservation of natural areas that provide recreation and public access opportunities in a connected network for public enjoyment and the creation of county/region-wide wildlife corridors.

➤ Buckeye Trail Association

The Buckeye Trail Association's mission is to serve as a leader in building, maintaining, protecting, and promoting use of Ohio's longest scenic hiking trail for our citizens, communities and partners. Their vision is to create a sustainable hiking trail that provides a safe and unique experience throughout the state reflecting the diverse resources, peoples and stories of Ohio. The Buckeye Trail Association works in close partnership with communities, organizations and agencies around Ohio creating a legacy for present and future generations.

This Project is identified as important in the:

➤ Black Swamp Conservancy Strategic Conservation Plan

Black Swamp Conservancy's Strategic Conservation Plan identified prairie remnants in Wood County as a conservation priority. The Conservancy's plan highlights that few remnants remain in northern Wood County, especially where pockets of sandy soils are found, and that these are prime areas for conservation and/or prairie restoration. Additionally, the Plan identifies Bell Woods as a critical property to protect and buffer. Protection of Sugar Ridge Prairie Expansion will create a protected habitat buffer for Bell Woods. Also, the prairie pothole wetlands, with their year-round water, are vital to year-round habitat value of the adjacent seasonally wet Bell Woods.

## **9. Natural Resource Viability**

This project will protect habitat known to support at least 7 listed species, including the Potentially Threatened Three-birds Orchid identified by Ohio Natural Heritage Program and the state endangered Northern Harrier. It will also permanently protect native prairie habitat in a region largely devoid of this habitat type due to habitat loss to agriculture and development. Prairie habitat is significant in this region as it provides important habitat for birds and for the

region's declining pollinator populations. Seven acres of Sugar Ridge Prairie are already protected; protecting the targeted 16 acres will mean protecting this entire prairie complex and its pothole wetlands, which will protect the high biodiversity at this site.

#### **10. Financial readiness to proceed**

The Conservancy has adequate funds in its General Fund to supply all matching funds. We anticipate fundraising to offset some of the costs to our General Fund; however, fundraising will not affect the project schedule or our ability to move forward with the project. See Attachment E: CFO Certification for documentation of funds.

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

The Conservancy has executed its Right of First Refusal in order to save this property. If we are unable to purchase the property now, it will be sold to a 3<sup>rd</sup> party who has entered into a sales contract with the owner.

The other potential buyer is a semi-retired residential developer. Prior to executing our Right of First Refusal, we offered to release our interest in favor of a conservation easement restricting the property's development and were refused "for financial reasons."

The land is highly vulnerable to development due to the rural setting, proximity to local schools, and residential development trends in northwest Ohio. Failure to protect this land will result in loss and further fragmentation of existing prairie habitat, and a loss of outdoor space used by various educational groups. This is the third and final phase of a three phase conservation project for this property, for which Clean Ohio Greenspace has already invested in the prior two.

See Attachment J which includes Right of First Refusal, Purchase Agreement with Other Potential Buyer, Owner's Notice and Notice of Exercise.

## AUTHORIZATION

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### **Resolution of the Board of Trustees of The Black Swamp Conservancy**


September 17, 2019

IT IS HEREBY RESOLVED by the Board of Trustees of the Black Swamp Conservancy, that:

Section 1: Rob Krain, Executive Director, is hereby authorized to apply to the Ohio Public Works Commission for Clean Ohio Conservation Program funds for the following project:

Sugar Ridge Prairie Expansion

Section 2: Rob Krain, Executive Director, is hereby authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance and will act as Chief Executive Officer on the above project.

  
\_\_\_\_\_  
Virginia Keller  
Secretary  
The Black Swamp Conservancy

## **Attachment E**

### **BLACK SWAMP CONSERVANCY**

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

October 23, 2019

I, Eric Britton, President of Black Swamp Conservancy, hereby certify that the Black Swamp Conservancy has the amount of \$29,705 in the General Fund and that this amount will be used to pay the applicant revenues for the Sugar Ridge Prairie Expansion when it is required.

A handwritten signature in dark ink, appearing to read "Eric Britton", is written over a horizontal line.

Eric Britton

President, Black Swamp Conservancy

# Attachment F

## **DECLARATION OF RESTRICTIONS**

This Declaration of Restrictions (this "Declaration") is made on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by Black Swamp Conservancy, an Ohio Not for Profit Corporation; the "Declarant".

### **Recitals:**

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

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

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

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

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

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

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

If the property requires restoration activities that may include significant earthmoving and re-vegetation, the Declarant explicitly retains the right to disturb the surface of the property for the purpose of restoration.

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

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

**§4. Restriction on Transfer of the Property.** Declarant acknowledges that the Grant is specific to Declarant and that OPWC's approval of Declarant's application for the Grant was made in reliance on Declarant's



## Attachment G

### **AUTHORIZING AND SUPPORTING BLACK SWAMP CONSERVANCY TO PRESERVE LAND IN FREEDOM TOWNSHIP, WOOD COUNTY**

**WHEREAS**, The Black Swamp Conservancy (the Conservancy) is a charitable organization whose mission is the conservation and protection of natural and agricultural lands in northwest Ohio for the benefit of future generations.

**WHEREAS**, the Clean Ohio Green Space Conservation Program (Clean Ohio) helps to fund preservation of open spaces, sensitive ecological areas and stream corridors;

**WHEREAS**, the Conservancy intends to submit an application to Clean Ohio to acquire fee title to property located in Freedom Township of Wood County and owned by Robert Huber and Moira Van Staaden;

**WHEREAS**, the Property consists of approximately 16 acres of native prairie habitat;

**WHEREAS**, the Conservancy's purchase of the above named property will provide recreational and aesthetic preservation benefits to the residents of Wood County; and

**WHEREAS**, the Conservancy's purchase of the above named property will permanently protect this valuable resource;

**NOW, THEREFORE, BE IT RESOLVED**, that the Freedom Township Trustees fully support Black Swamp Conservancy's application to the Clean Ohio Green Space Conservation Program for this project.

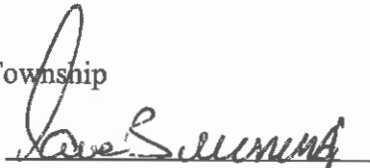
**BE IT FURTHER RESOLVED**, that it is found and determined that all formal actions of this Board of Township Trustees, Township of Freedom, County of Wood, State of Ohio concerning the adoption of this resolution were adopted in an open meeting of this Board of Township Trustees, and that all deliberations of this Board of Township Trustees and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

10.08.19  
Date

  
Fiscal Officer

Trustees of Freedom Township

Dave Bruning



Rick Rahe



Kent Schuerman





**RESOLUTION NO. 19-01117**

In the matter of supporting the	)	Office of County Commissioners
Black Swamp Conservancy grant	)	Wood County, Ohio
application to Clean Ohio Green	)	October 15, 2019
Space Conservation Program	)	

*WHEREAS*, The Black Swamp Conservancy (Conservancy) is a charitable organization whose mission is the conservation and protection of natural and agricultural lands in northwest Ohio for the benefit of future generations; and

*WHEREAS*, the Clean Ohio Green Space Conservation Program (Clean Ohio) helps to fund preservation of open spaces, sensitive ecological areas and stream corridors; and

*WHEREAS*, the Conservancy intends to submit an application to Clean Ohio to acquire property located in Freedom Township of Wood County and owned by Robert Huber & Moira J. Van Staaden; and

*WHEREAS*, the property consists of approximately 16 acres of prairie habitat and is adjacent to an 80 acre wooded area which is protected with a conservation easement; and

*WHEREAS*, the Conservancy's purchase of the above named property will provide recreational and aesthetic preservation benefits to the residents of Wood County and permanently protect this valuable resource; now, therefore be it

*RESOLVED*, that the County Commissioners of Wood County, Ohio fully support Black Swamp Conservancy's application to the Clean Ohio Green Space Conservation Program for help to acquire property located in Freedom Township within Wood County.

Commissioner LaHote moved and Commissioner Bowlus seconded the resolution and the roll being called on its adoption, the vote resulted as follows:

DR. THEODORE H. BOWLUS Yes CRAIG LAHOTE Yes DORIS I. HERRINGSHAW, Ed.D Yes

Attest: Sandy A. Long  
Clerk of said Board

sal



# Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

## Division of Natural Areas and Preserves

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

November 17, 2019

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

Dear NRAC District 5 Members:

I am writing this letter to express the Ohio Division of Natural Areas and Preserves' support of the Black Swamp Conservancy's Clean Ohio Green Space Conservation Fund application to protect natural habitat in Wood County. The purchase of approximately 16 acres of restored and native prairie in this highly developable area will protect habitat that has become a relative rarity in northwest Ohio. This 16-acre tract is adjacent to 7 acres of prairie already protected by the Black Swamp Conservancy and contains three prairie pothole wetlands. Preservation of this important habitat will protect the entire 23-acre prairie at this site and will prevent further fragmentation and loss of an already rare plant community which is important for a variety of native pollinators and other wildlife in Wood County.

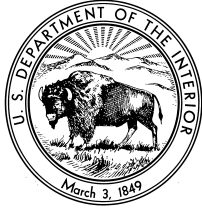
This property is currently open to the public and is used by elementary school through college class students as an outdoor learning center. The acquisition of this property by Black Swamp Conservancy will ensure that it remains available for important educational purposes. This region of Ohio has seen a tremendous loss of original habitat and the Natural Areas Division supports efforts to protect native genetic sources of Ohio's original plant communities and also seeks to support projects that will enhance the water quality throughout Ohio.

Protection of this prairie is in line with our priorities in Northwest Ohio. The Division of Natural Areas and Preserves fully supports the efforts of Black Swamp Conservancy to pursue funding for the protection of native habitat and public open space.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Johnson", with a long, sweeping horizontal line extending to the right.

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



## United States Department of the Interior

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

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



October 11, 2019

NRAC District 5

Neil A. Munger, Chair

18729 Mercer Road

Bowling Green, OH 43402

Dear NRAC District 5 Members:

I am writing this letter to express my support of the Black Swamp Conservancy's Clean Ohio Green Space Conservation Fund application to protect natural habitat in Wood County. The purchase of approximately 16 acres of native prairie in this highly developable area will protect native habitat that has become a relative rarity in northwest Ohio. This 16 acres is adjacent to 7 acres of prairie already protected by the Black Swamp Conservancy and contains three prairie pothole wetlands. Preservation of this important habitat will protect the entire 23-acre prairie at this site and will prevent further fragmentation and loss of an already rare plant community, which is important for a variety of pollinators and other wildlife in Wood County. This property is open to the public and used by elementary through college classes as an outdoor learning center. Acquisition of this property by Black Swamp Conservancy will ensure that it stays open for those purposes.

The U. S. Fish and Wildlife Service is committed to supporting regional partners like Black Swamp Conservancy in conserving native habitats and connecting people to the natural world. The protection of this prairie is in line with our mission and regional priorities in Northwest Ohio.

As the Refuge Manager, I fully support the efforts of Black Swamp Conservancy to pursue funding for the protection of native habitat and public open space. Please give careful consideration to their Clean Ohio grant application.

Sincerely,

Jason P. Lewis  
Refuge Manager



October 23, 2019

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

Dear NRAC District 5 Members:

I am writing this letter to express Bowling Green Parks and Recreation Foundation's support of the Black Swamp Conservancy's Clean Ohio Green Space Conservation Fund application to protect natural habitat in Wood County.

The purchase of approximately 16 acres of native prairie in this area of highly development potential will protect native habitat, which is a relative rarity in northwest Ohio. Furthermore, these 16 acres are adjacent to 7 acres of prairie already protected by the Black Swamp Conservancy, and contain three prairie pothole wetlands. Preservation of this important habitat will protect the entire 23-acre prairie at this site and will prevent further fragmentation and loss of an already rare plant community that is home to a variety of pollinators and other wildlife in Wood County.

This property is currently open to the public and is used by elementary through college classes as an outdoor learning center. Acquisition of this property by Black Swamp Conservancy will ensure that it stays open for those purposes.

The Bowling Green Parks & Recreation Foundation was created for the benefit of parks and recreation opportunities in the Bowling Green area. Even though Bowling Green Parks already has a nature preserve within city limits, it is heavily used and enjoyed. So having an additional protected natural habitat in Wood County, and one with different communities than the one in the city, will enhance the life of Wood County residents and also of that of its natural ecosystems.

The Bowling Green Parks and Recreation Foundation wholeheartedly supports Black Swamp Conservancy's efforts to protect native habitat and public open space in Wood County. Thank you for your consideration of their Clean Ohio grant application.

Sincerely,

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

Enrique Gomezdelcampo  
President

October 20, 2019

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


Dear NRAC District 5 Members:

The Nature Conservancy is an international conservation organization which seeks to conserve the lands and waters on which all life depends. We have operated in Ohio since 1959 and have helped conserve over 60,000 acres of critical lands in Ohio. This includes the protection of riparian corridors, coastal Lake Erie, the Oak Openings and forests of the Appalachian foothills. The Nature Conservancy recognizes the important roles that many organizations play in conserving natural resources and works directly with other public agencies and private organizations to conserve lands for all Ohioans.

The Conservancy supports Black Swamp Conservancy's Clean Ohio Green Space Conservation Fund application to protect natural habitat in Wood County. The purchase of approximately 16 acres of native prairie in this highly developable area will protect native habitat that has become a relative rarity in northwest Ohio. This 16 acres is adjacent to 7 acres of prairie already protected by the Black Swamp Conservancy and contains three prairie pothole wetlands. Preservation of this important habitat will protect the entire 23-acre prairie at this site and will prevent further fragmentation and loss of an already rare plant community which is important for a variety of pollinators and other wildlife in Wood County. This property is open to the public and used by elementary through college classes as an outdoor learning center. Acquisition of this property by Black Swamp Conservancy will ensure that it stays open for those purposes.

The Nature Conservancy is working with a wide variety of partners in the Western Lake Erie Basin of Lake Erie to find a balance between protecting important natural areas for wildlife, maintaining agricultural productivity, ensuring safe drinking water and securing recreational opportunities. This project aligns closely with The Nature Conservancy's priorities for the Western Lake Erie Basin and will help carry out our mission of conserving the land and waters on which all life depends. The Nature Conservancy fully supports Black Swamp Conservancy's efforts to protect native habitat and public open space in this region. We hope you give this application due consideration.

Best Regards,



Amy H. Brennan  
Director of Conservation, Ohio

# BLACK SWAMP BIRD OBSERVATORY

13551 W. State Route 2 ▲ Oak Harbor, Ohio 43449 ▲ 419 898-4070 ▲ [www.bsbobird.org](http://www.bsbobird.org)

*TEAMING RESEARCH WITH EDUCATION TO PROMOTE BIRD CONSERVATION*

October 14, 2019

NRAC District 5

Neil A. Munger, Chair

18729 Mercer Road

Bowling Green, OH 43402

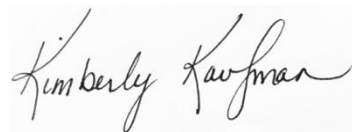
Dear NRAC District 5 Members:

I am writing this letter to express Black Swamp Bird Observatory's support of the Black Swamp Conservancy's Clean Ohio Green Space Conservation Fund application to protect natural habitat in Wood County. The purchase of approximately 16 acres of native prairie in this highly developable area will protect native habitat that has become a relative rarity in northwest Ohio. This 16 acres is adjacent to 7 acres of prairie already protected by the Black Swamp Conservancy and contains three prairie pothole wetlands. Preservation of this important habitat will protect the entire 23-acre prairie at this site and will prevent further fragmentation and loss of an already rare plant community which is important for a variety of pollinators and birds in Wood County. In fact, Northern Harriers, a state endangered species, are known to frequent this prairie. This property is open to the public and used by elementary through college classes as an outdoor learning center. Acquisition of this property by Black Swamp Conservancy will ensure that it stays open for those purposes.

The mission of the Black Swamp Bird Observatory is to inspire the appreciation, enjoyment and conservation of birds and their habitats through research, education and outreach. Protection of this prairie is in line with BSBO's priorities in northwest Ohio.

BSBO fully supports the efforts of Black Swamp Conservancy to pursue funding for the protection of native habitat and public open space. Please give careful consideration to their Clean Ohio grant application.

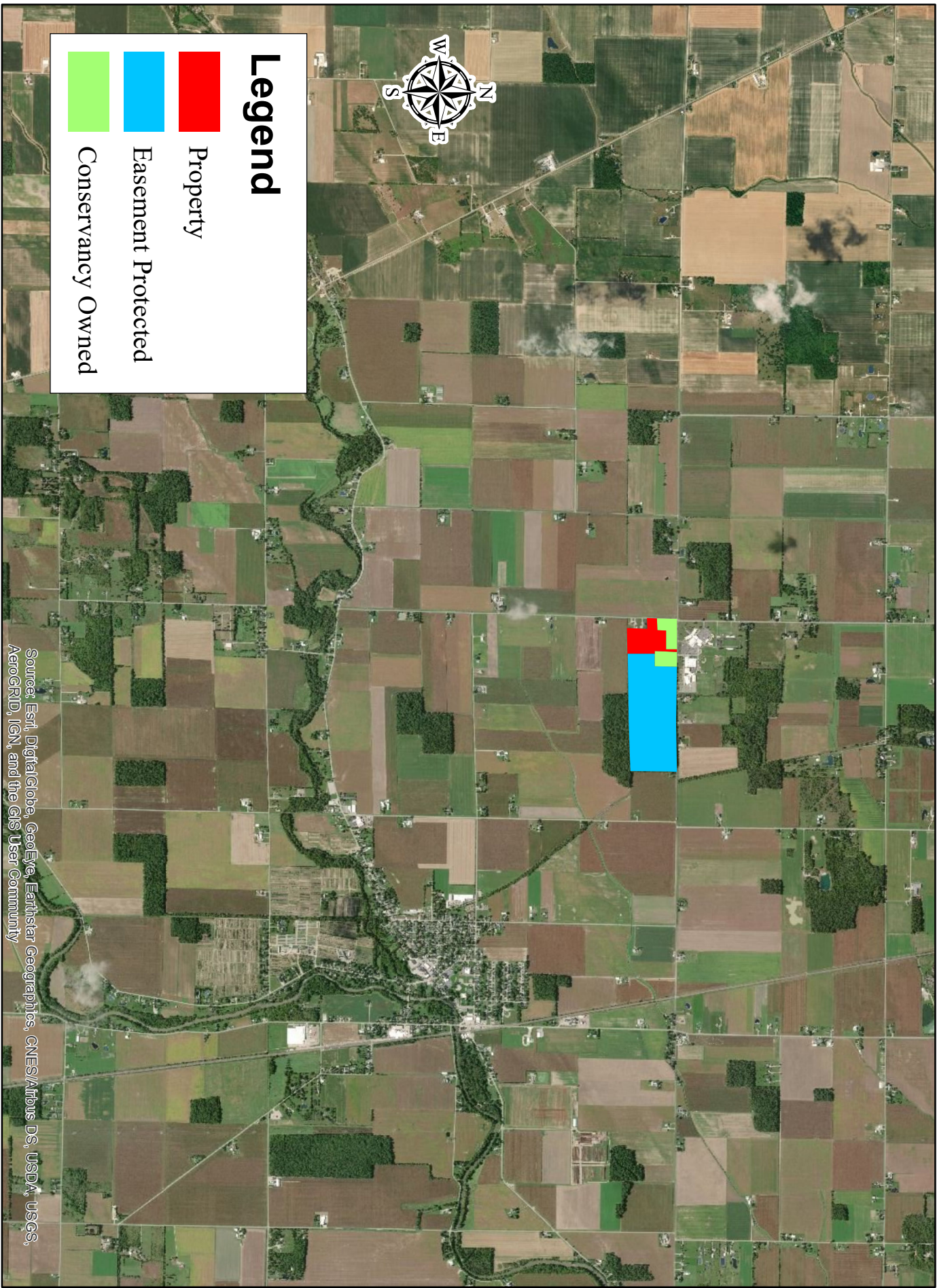
Sincerely,

A handwritten signature in black ink that reads "Kimberly Kaufman". The signature is written in a cursive, flowing style.

Kimberly Kaufman/  
Executive Director

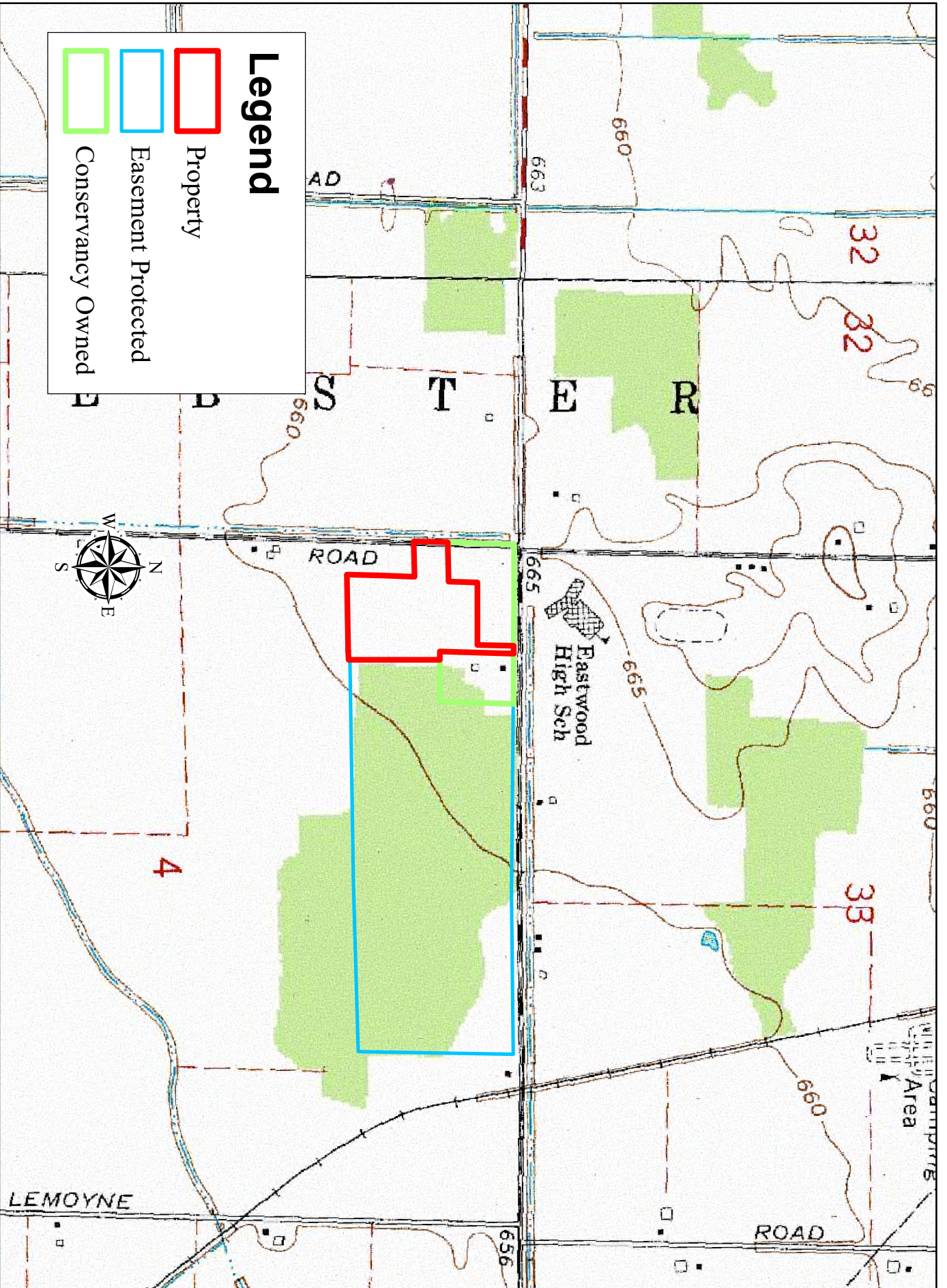






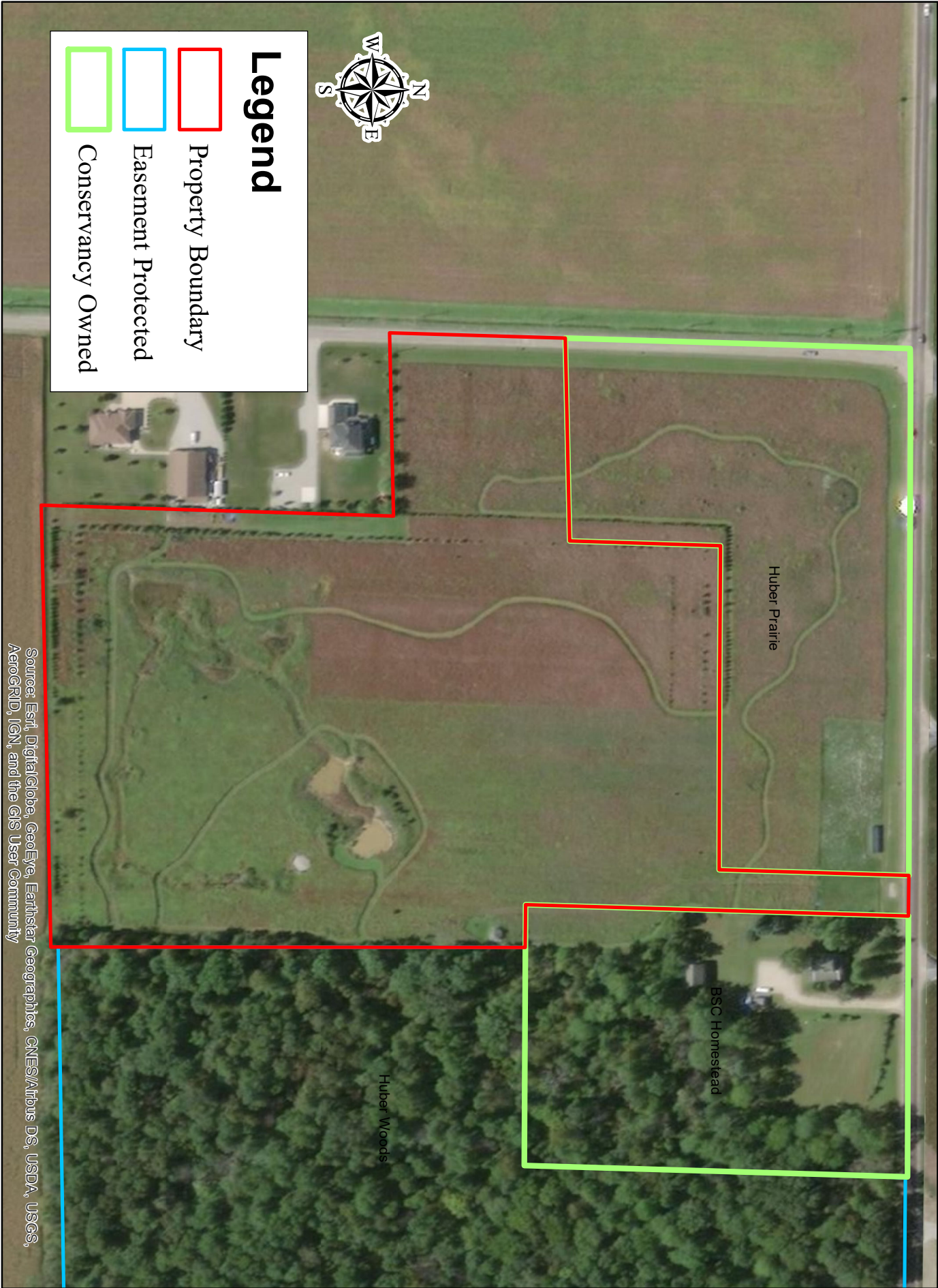
Attachment H2: Local Map





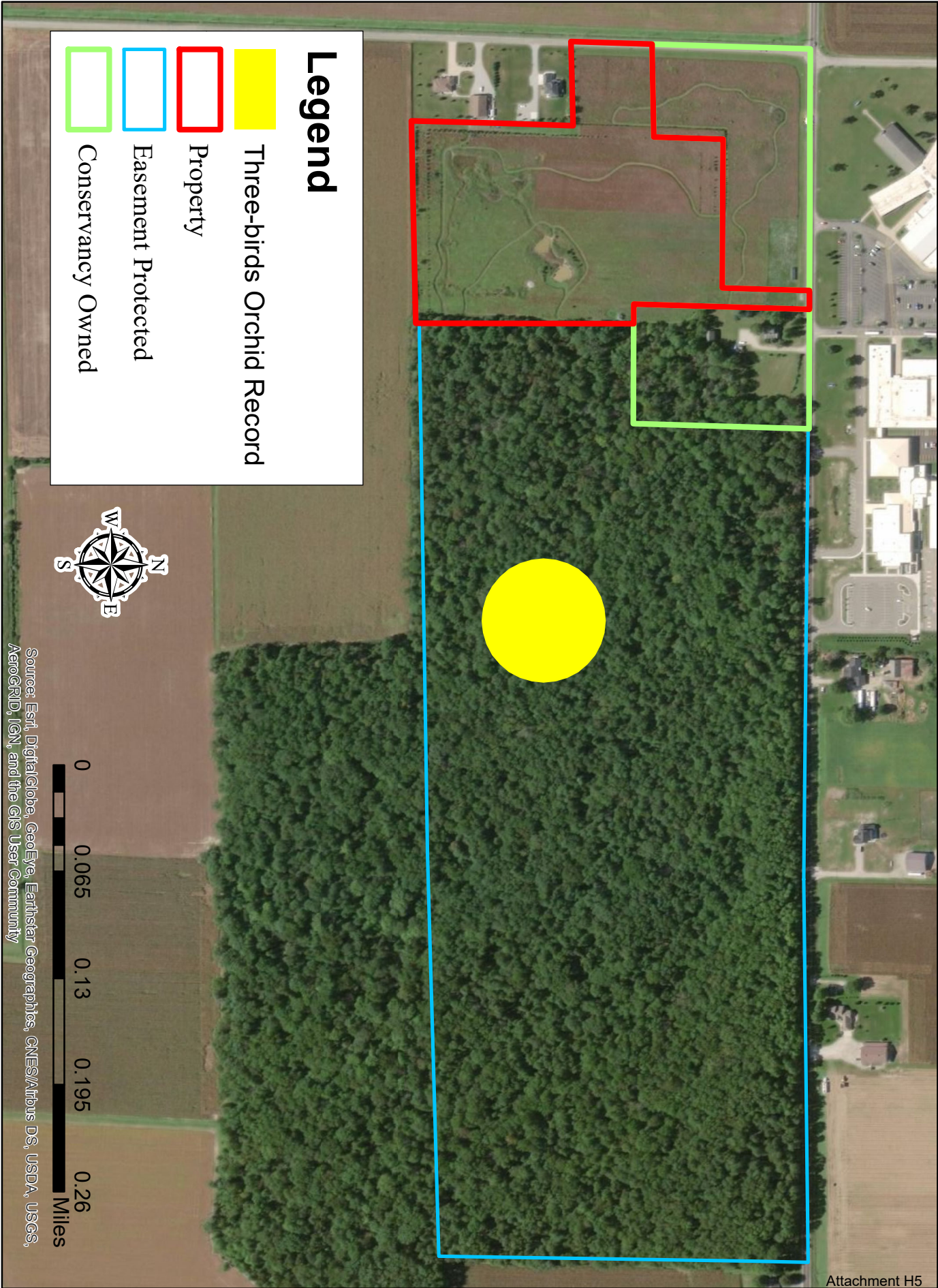
Attachment H3: Topographic Map





Attachment H4: Aerial Imagery





Attachment H5: Natural Heritage Program Rare Species Map



# Ohio Department of Natural Resources

MIKE DeWINE, GOVERNOR

MARY MERTZ, DIRECTOR

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

27 August 2019

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

Dear Ms. Anderson,

Per your request, I have e-mailed you a set of shapefiles with our Natural Heritage Program data for the Luckey Rd. Prairie Acquisition project, including a one mile radius, in Freedom Township, Wood County, Ohio. This data will not be published or distributed beyond the scope of the project description on the data request form.

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

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

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

Sincerely,

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

Debbie Woischke  
Ohio Natural Heritage Program

Attachment H5

# Rare Species List – Sugar Ridge Prairie

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This list is a subset of total species lists observed and recorded by BGSU professors and students, DNAP botanist and Black Swamp Conservancy Conservation Staff.

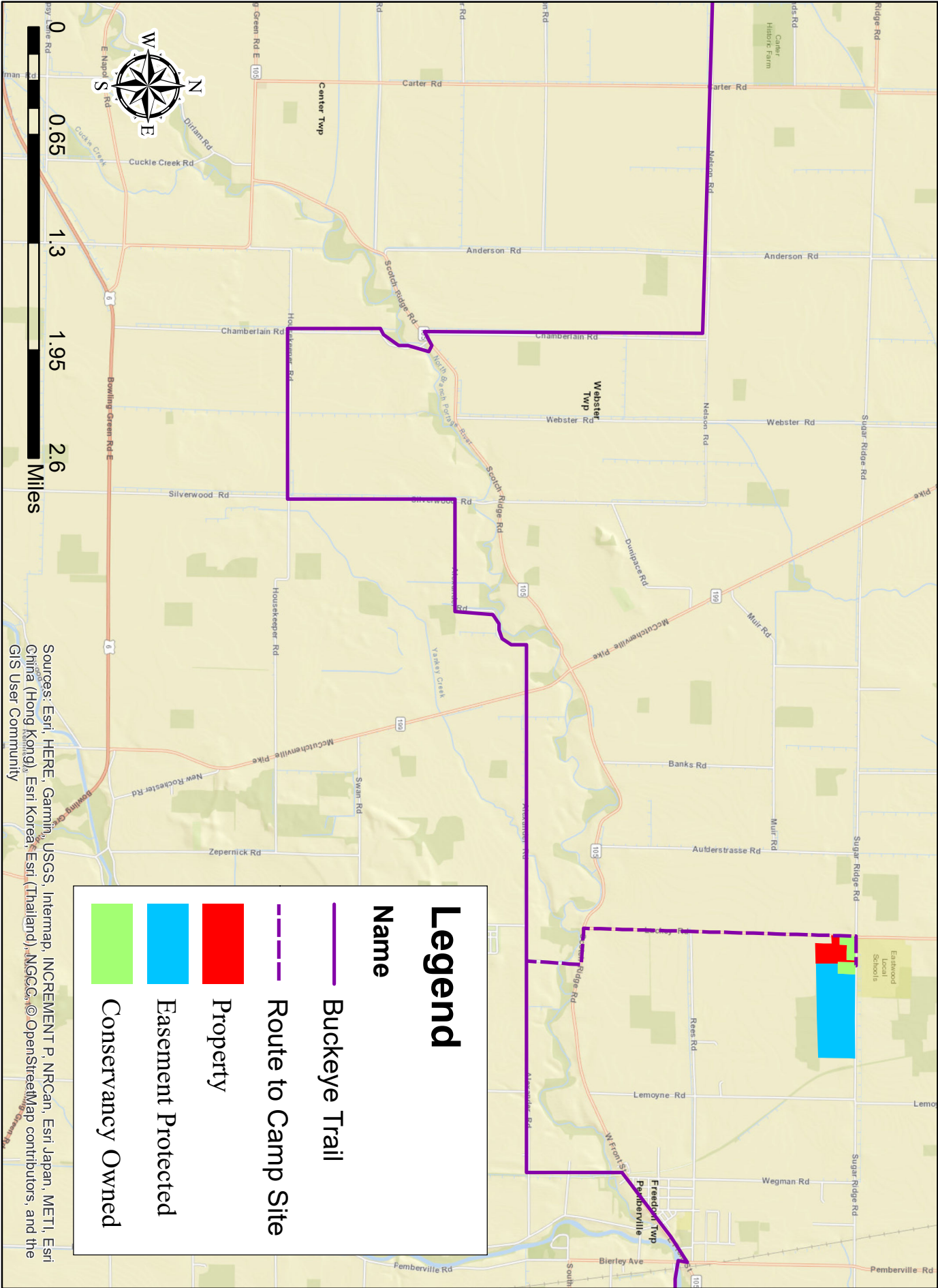
## SUGAR RIDGE PRAIRIE (part Black Swamp Conservancy & part Private, in Wood Co)

<b>FEDERALLY ENDANGERED/ THREATENED</b>	<b>OH Endangered</b>	<b>OH Threatened</b>	<b>OH Potentially Threatened</b>	<b>OH Species of Concern</b>	<b>OH Species of Special Interest</b>
	Northern Harrier	Astragalus canadensis (Canada milk- vetch)	Eryngium yuccifolium (Rattlesnake Master)	Northern Bobwhite	Dark-eyed Junco
				Grasshopper Sparrow	
				Badger	

## BELL WOODS (easement protected remnant of the Great Black Swamp, Wood Co)

<b>FEDERALLY ENDANGERED/ THREATENED</b>	<b>OH Endangered</b>	<b>OH Threatened</b>	<b>OH Potentially Threatened</b>	<b>OH Species of Concern</b>	<b>OH Species of Special Interest</b>
			Triphora trianthophora (Three-Birds Orchid)		Golden- crowned Kinglet
					Hermit Thrush
					Brown Creeper
					Yellow- bellied Sapsucker
					Winter Wren





Attachment H6: Buckeye Trail Linkage Map



## Attachment I : Photos



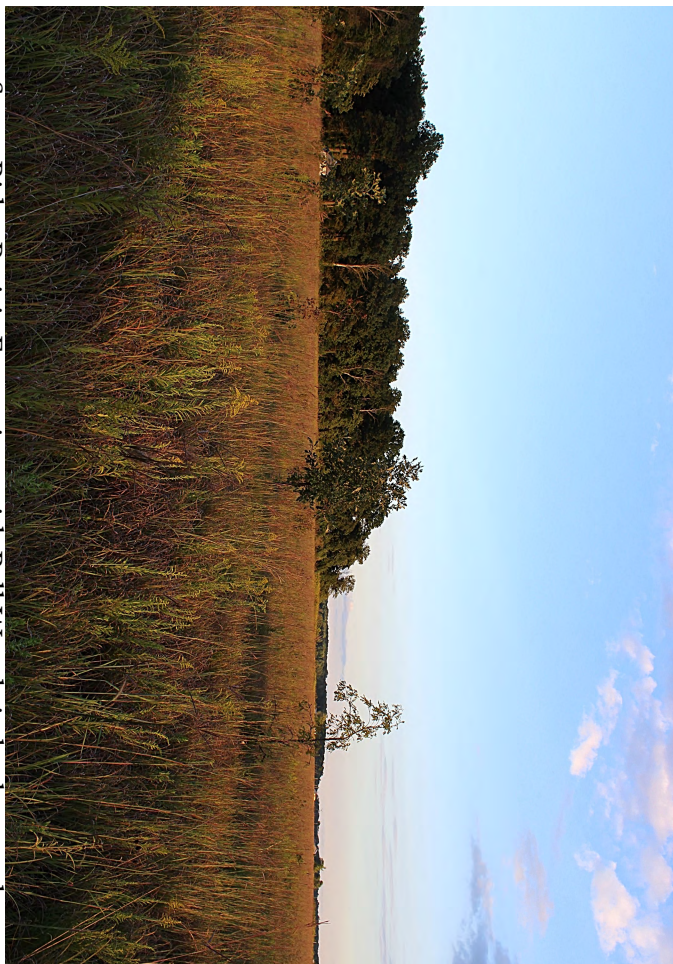
Prairie Pothole Wetland



Trail Through Prairie in Winter,



Prairie & Trail in Summer, with Conservancy Headquarters & School



Sugar Ridge Prairie Expansion, with Bell Woods in background





**Public Using the Prairie: A Family Walks the Trail (top). ZooTeens Perform Stewardship (bottom).**



Attachment J : Purchase Agreement



2013 09562 02  
JULIE BAUMGARDNER  
WOOD COUNTY RECORDER  
06/10/2013 04:08  
Real Estate 42.00  
Housing Trust Fund 42.00  
DOCUMENT TOTAL 84.00  
Volume: 3224 Page: 889-897 OR

PERRYSBURG TITLE

**RIGHT OF FIRST REFUSAL TO PURCHASE**

This Right of First Refusal to Purchase ("Agreement") is made as of June 10<sup>th</sup>, 2013, between **ROBERT HUBER and MOIRA VAN STAADEN** ("Owner") and the **BLACK SWAMP CONSERVANCY**, an Ohio non-profit corporation ("Conservancy"), under the following circumstances:

A. Owner is the owner of certain real property (the "Property") situated in Freedom Township, Wood County, Ohio, as more particularly described in Exhibits A1, A2, and B attached to this Agreement.

B. Owner desires to grant Conservancy the right of the first refusal to purchase the Property, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration paid, receipt of which is acknowledged, the parties agree as follows:

1. RIGHT OF FIRST REFUSAL.

A. If at any time within ninety-nine (99) years after the date of this Agreement, Owner shall receive any bona fide offer (an "Offer") from any third party to purchase the Property or any part of the Property and if Owner desires to accept the Offer, Owner shall notify Conservancy in writing of the Offer ("Owners' Notice"). Owners' Notice shall contain a copy of the Offer and all other applicable terms and conditions. Conservancy shall then have the right to purchase the Property, or the part that is the subject to the Offer (the whole or that part of the Property being referred to as the "Offer Property"), at the price and on the other terms and conditions set forth in Owners' Notice. Conservancy's right under this Agreement is referred to as the "Right of First Refusal."

B. Conservancy shall exercise the Right of First Refusal, if at all, by providing Owner written notice ("Notice of Exercise") within thirty (30) days after receipt by Conservancy of Owners' Notice. This period of time shall represent the agreed time for Conservancy to conduct any assessment or inspection of the Offer Property. If Conservancy does not timely provide Owner with the Notice of Exercise, Owner may sell the Offer Property to a third party on the terms set forth in Owners' Notice, and the Right of First Refusal shall not apply to any subsequent owner of the Offer Property, provided that:

- (i) the Right of First Refusal shall remain in effect with respect to the balance of the Property, if any, not conveyed pursuant to the Offer;
- (ii) once an Offer of which Owner has given Conservancy Owners' Notice is accepted by Owner, Owner shall not agree to a reduction of the purchase price, more favorable terms to the third party Conservancy, or any change in the consideration to be given in exchange for the Offer Property, without first giving Conservancy a new Owners' Notice of the reduction, more favorable terms or change, and upon receipt of the new Seiler's Notice, the Right of First Refusal shall apply to the Offer Property at the new price, or on the new or changed terms set forth in the new Owners' Notice; and
- (iii) if any Offer is not accepted or if the Offer Property is not conveyed in accordance with the Offer within one hundred eighty (180) days after the date of Owners' Notice with respect to that Offer, then the Right of First Refusal shall again be applicable prior to any sale of that Offer Property.

## 2. CLOSING.

If Conservancy timely exercises the Right of First Refusal, the closing of the purchase shall be held at a mutually agreed upon location within thirty (30) days after receipt by Owner of the Notice of Exercise. Real estate taxes and assessments which become a lien on the Offer Property in the year of the closing shall be prorated between the Conservancy and Owner as of the closing date in accordance with the customary lien method of prorating taxes in Wood County, Ohio. Real estate taxes and assessments for years prior to the year of the closing shall be paid by Owner or credited against the purchase price for the Offer Property.

## 3. INSURANCE.

From the date of the Notice of Exercise until the closing, Owner shall maintain fire and extended coverage insurance, including vandalism and malicious mischief endorsements, on all buildings and other improvements located on the Offer Property in an amount not less than the full replacement value. If those buildings or improvements suffer any loss or damage prior to the closing, Conservancy may, at its option, either (i) proceed with the closing of the purchase of the Offer Property, in which event Owner shall assign to Conservancy all of Owners' right, title and interest in the proceeds of the insurance payable with respect to the loss and damage, or (ii) rescind its agreement to purchase the Offer Property, in which case Conservancy shall be relieved of its obligation to purchase the Offer Property arising by reason of Conservancy's exercise of the Right of First Refusal, and the parties shall proceed as though no Notice of Exercise was given.

## 4. DEED.

At the closing of any purchase pursuant to Conservancy's exercise of the Right of First Refusal, Owner shall convey to Conservancy, by transferable and recordable general warranty deed (with release of dower, if necessary), marketable fee simple title to the Offer Property, free and clear of all liens and encumbrances whatsoever, except (i) real estate taxes and assessments not yet due and payable, (ii) easements, covenants, conditions, restrictions and reservations of record as of the



date of this Agreement, (iii) zoning and building laws, codes, ordinances and regulations. As long as this Agreement is in effect, Owner will not create any easements, covenants, conditions, restrictions or reservations or other encumbrances (except mortgages) affecting the Property without Conservancy's written consent, which consent shall not be unreasonably withheld.

5. COVENANTS RUNNING WITH THE LAND; SUCCESSORS.

The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon Owner and Conservancy and their respective heirs, personal representatives, successors and assigns. The Conservancy shall be entitled to assign its rights and obligations pursuant to this Agreement without the consent of Owner.

6. NOTICES.


Any notice required or permitted to be given to a party under this Agreement shall be in writing dated and shall be given by mailing the notice by registered or certified mail, postage paid, return receipt requested, or by depositing the notice with a nationally recognized overnight delivery service, addressed to Conservancy at Black Swamp Conservancy, 132 W. 2<sup>nd</sup> Street, Suite C, Perrysburg, Ohio 43551, with a copy to Gene R. Abercrombie, Esq., Eastman & Smith Ltd., P. O. Box 10032, Toledo, Ohio 43699-0032 and to Owner at 4825 Sugar Ridge Road, Pemberville, Ohio 43450, or to such other address as either party may specify by written notice to the other in the foregoing manner.

SIGNED as of the date first written above.

OWNER:



Robert Huber



Moira van Staaden

STATE OF OHIO                    )  
                                                  ) SS:  
COUNTY OF WOOD            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June 2013, by Robert Huber and Moira van Staaden, husband and wife.



LOIS A. JOHNSON  
Notary Public, State of Ohio  
My Commission Expires 7-13-2015

  
Notary Public

CONSERVANCY:

**BLACK SWAMP CONSERVANCY,**  
an Ohio non-profit corporation

By:   
Robert J. Krain, Executive Director

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF WOOD            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June 2013, by Robert J. Krain as Executive Director, of the Black Swamp Conservancy, an Ohio non-profit corporation.

  
Notary Public



LOIS A. JOHNSON  
Notary Public, State of Ohio  
My Commission Expires 7-13-2015

This instrument was prepared by  
and after recording return to:  
Gene R. Abercrombie, Esq.  
Eastman & Smith Ltd.  
P. O. Box 10032  
Toledo, Ohio 43699-0032

*PT-29034*

### **EXHIBIT A-1**

Part of the Northwest  $\frac{1}{4}$  of Section 4, Town 5 North, Range 12 East, in Freedom Township, Wood County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the West quarter post of Section 4. Thence North 00 degrees, 11 minutes, 50 seconds West along the West line of Section 4, said line also being the centerline of Luckey Road, so called, a distance of 1840.00 feet to a point on the Northerly line of a parcel of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, said point also being the True Point of Beginning.

Thence continuing North 00 degrees, 11 minutes, 50 seconds West, along the West line of Section 4, said line also being the centerline of Luckey Road a distance of 260.00 feet to a point.

Thence North 86 degrees, 50 minutes, 24 seconds East, passing a  $\frac{1}{2}$  inch galvanized steel pipe set at 30.94 feet, an overall distance of 299.70 feet to a  $\frac{1}{2}$  inch galvanized steel pipe set on the West line of land as conveyed to Robert Huber in Parcel "A" of Official Record 2577, P.975.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of Parcel "A" of Huber, a distance of 222.48 feet to an iron bar found on the South line of land as conveyed to Robert Huber in Parcel "B" of Official Record 2577, P.975.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the South line of land as conveyed to Robert Huber in Parcels "B" and "C" of Official Record 2577, P.975, a distance of 478.54 feet to the Southeast corner of Parcel "C", from said point an iron bar can be found 0.05 feet North.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of land as conveyed to Robert Huber in Parcel "C" of Official Record 2577, P.975, a distance of 280.10 feet to the centerline of Sugar Ridge Road, so called, said line also being the North line of Section 4.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the centerline of Sugar Ridge Road, said line also being the North line of Section 4, a distance of 60.02 feet, to the East line of land conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975.

Thence South 00 degrees, 11 minutes, 50 seconds East, along the East line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, a distance of 565.92 feet to an iron bar found at the Southwest corner of Parcel "D".

Thence North 88 degrees, 17 minutes, 53 seconds East a distance of 385.00 feet to a point on the West line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, from said point an iron bar can be found 0.13 feet South and 0.05 feet East.

Thence South 00 degrees, 11 minutes, 50 seconds East a distance of 693.11 feet to a ½ inch galvanized steel pipe set on the Northerly line of land as conveyed to Naomi Dobson by Official Record 2447, Page 296.

Thence South 86 degrees, 50 minutes, 24 seconds West, along the Northerly line of Dobson, a distance of 953.82 feet to the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, from said point an iron bar can be found 0.04 feet West.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, a distance of 519.99 feet to an iron bar found on the Northerly line of Mullholland.

Thence South 86 degrees, 50 minutes, 24 seconds West along the Northerly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, passing an iron bar found at 240.32 feet, an overall distance of 270.36 feet to the True Point of Beginning.

Containing 914,510.43 square feet or 20.994 acres of land, of which 7,800.00 square feet or 0.179 acres of land are within the public road right-of-way of Luckey Road, and 1,800.60 square feet of 0.041 acres of land are within the public road right-of-way of Sugar Ridge Road. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All ½" galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on January 15, 2013.

Parcel No. D14-512-040000003500



**EXHIBIT A-2**

THE FOLLOWING REAL ESTATE BEING A PARCEL OF LAND SITUATED IN PART OF THE NORTHWEST QUARTER, SECTION 4, TOWN 5 NORTH, RANGE 12 EAST, FREEDOM TOWNSHIP, WOOD COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 4, SAID CORNER BEING AT THE INTERSECTION OF THE CENTERLINE OF SUGAR RIDGE ROAD AND LUCKEY ROAD;

THENCE N 88DEG 26MIN 38SEC E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF SAID SUGAR RIDGE ROAD A DISTANCE OF 44.96 FEET TO A RAILROAD SPIKE FOUND MARKING THE SOUTHWEST CORNER OF SECTION 32, TROY TOWNSHIP;

THENCE N 88DEG 18MIN 01SEC E CONTINUING ALONG THE CENTERLINE OF SAID SUGAR RIDGE ROAD A DISTANCE OF 213.02 FEET TO A NAIL SET;

THENCE S 00DEG 11MIN 50SEC E PARALLEL TO THE CENTERLINE OF SAID LUCKEY ROAD, SAID CENTERLINE ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 280.10 FEET TO AN IRON PIN SET, PASSING AT 30.01 FEET AN IRON PIN SET;

THENCE N 88DEG 18MIN 01SEC E PARALLEL TO THE CENTERLINE OF SAID SUGAR RIDGE ROAD A DISTANCE OF 41.46 FEET TO AN IRON PIN SET;

THENCE S 00DEG 11MIN 50SEC E PARALLEL TO THE CENTERLINE OF SAID LUCKEY ROAD A DISTANCE OF 482.48 FEET TO AN IRON PIN SET;

THENCE S 86DEG 50MIN 28SEC W PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 299.74 FEET TO A NAIL SET ON THE CENTERLINE OF SAID LUCKEY ROAD, PASSING AT 279.71 FEET AN IRON PIN SET;

THENCE N 00DEG 11MIN 50SEC W ALONG THE CENTERLINE OF SAID LUCKEY ROAD A DISTANCE OF 770.33 FEET TO THE POINT OF BEGINNING, ENCLOSING AN AREA OF 5.0001 ACRES OF LAND, MORE OR LESS, OF WHICH 0.5173 ACRES.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Part of the Northwest ¼ of Section 4, Town 5 North, Range 12 East, in Freedom Township, Wood County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the West quarter post of Section 4. Thence North 00 degrees, 11 minutes, 50 seconds West along the West line of Section 4, also being the centerline of Luckey Road, so called, a distance of 1840.00 feet to a point on the Northerly line of a parcel of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, said point also being the True Point of Beginning.

Thence continuing North 00 degrees, 11 minutes, 50 seconds West, along the West line of Section 4, said line also being the centerline of Luckey Road a distance of 260.00 feet to a point.

Thence North 86 degrees, 50 minutes, 24 seconds East, passing a ½ inch galvanized steel pipe set at 30.04 feet an overall distance of 299.70 feet to a ½ inch galvanized steel pipe set.

Thence South 00 degrees, 11 minutes, 50 seconds East, a distance of 260.00 feet to a point on the easterly prolongation of the northerly line of Mullholland, from said point an iron bar can be found 0.09 feet South.

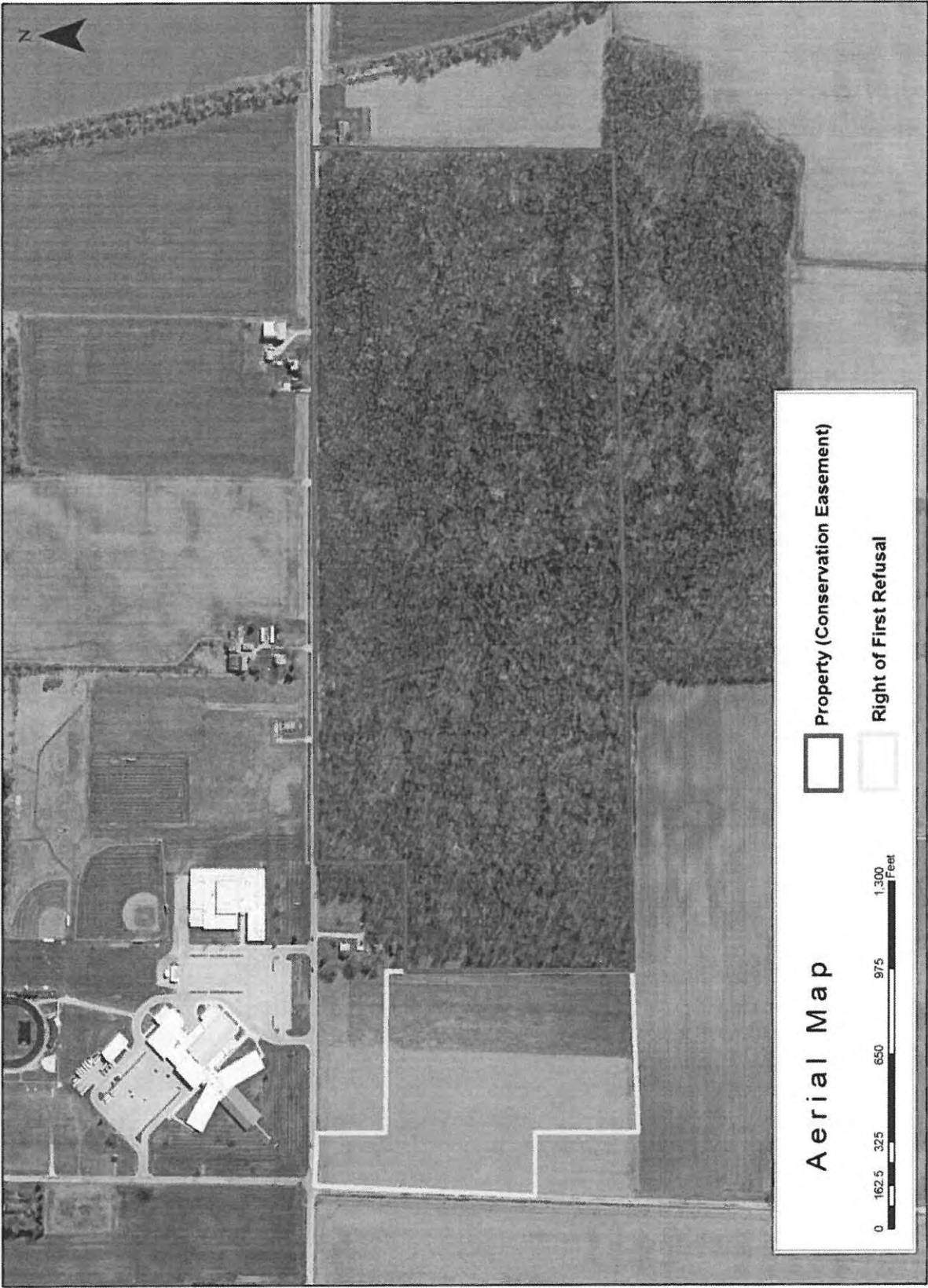
Thence South 86 degrees, 50 minutes, 24 seconds West along the Northerly line of Mullholland and its Easterly prolongation, passing an iron bar found at 29.34 feet, and passing a ½ inch galvanized steel pipe set at 269.66 feet, an overall distance of 299.70 feet to the True Point of Beginning.

Containing 77,817.29 square feet or 1.786 acres of land, of which 7,800.00 square feet or 0.179 acres of land are within the public road right-of-way. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All ½" galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on November 13, 2012.



RECORDERS NOTE: LEGIBILITY OF WRITING,  
TYPING OR PRINTING UNSATISFACTORY IN  
PORTIONS OF THIS DOCUMENT WHEN RECEIVED.

Exhibit B



## J2 - Owner's Notice

ROBERT HUBER, PhD  
5470 Larchwood Ln  
Toledo, OH 43614  
+1-419-378-4253  
rh.bgsu@gmail.com

Conservancy at Black Swamp Conservancy  
132 W. 2nd Street, Suite C,  
Perrysburg, Ohio 43551

and

Gene R. Abercrombie, Esq.,  
Eastman & Smith Ltd., P. O. Box 10032  
Toledo, Ohio 43699-0032

and

Owner at 4825 Sugar Ridge Road  
Pemberville, Ohio 43450,

October 10, 2019

Dear Rob,

Enclosed please find the signed purchase agreement with which we have agreed to sell to Roger and Nancy Mullholand our property with Wood County Auditor's Parcel ID: D14-512-040000003500. This letter serves as our Owner's Notice under the Right of First Refusal to Purchase Agreement made between ROBERT HUBER and MOIRA VANSTAADEN and the BLACK SWAMP CONSERVANCY. I am including a copy of the executed purchase agreement, including its applicable terms.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Robert Huber', with a stylized, cursive script.

Robert Huber

### J3 - Purchase Agreement with Other Potential Buyer

<b>REAL ESTATE PURCHASE AGREEMENT</b>
---------------------------------------

Roger and Nancy Mullholand ("Buyer") agrees to buy, and Robert Huber ("Seller") agrees to sell, the real and personal property described below (the "Property"):

1. **Description.** The Property is described as follows:

Street Address: None

Tax Parcel Information: Wood County Ohio- D14-512-040000003500

Legal Description: 20.99 Acres IRRG 20.99 AC PT COM 1840' NW 1/4 PST

Personal property included with the real estate being sold:

Small Shed Located on Property.

2. **Purchase Price.**

The purchase price is \$ 100,000.00, which shall be paid in cash at the closing. The earnest money described below shall be a credit against the purchase price.

3. **Closing Agent.**

The closing agent shall be As Agreed. The closing agent shall disburse the earnest money at the closing and perform any other duties agreed in writing among Buyer, Seller, and the closing agent. The closing agent shall not be liable, except for gross negligence or intentional misconduct, for any matter related to the performance of duties in connection with this Agreement.

4. **Earnest Money.**

Buyer has paid to the closing agent a deposit of \$ N/A toward the purchase price. If this earnest money has been paid by a check that is not honored by the bank upon which it is drawn, Buyer shall have 48 hours after written notice from the closing agent to deliver good funds to the closing agent. If Buyer does not do so, Seller shall have the right to terminate this Agreement upon written notice to Buyer.

5. **Closing.**

This transaction shall be closed on As Agreed between buyer and seller at      a.m./p.m. at the office of the closing agent. Any extension of this date and time must be agreed in writing by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of closing. Taxes for prior years shall be paid by Seller.

6. **Closing Costs.**

Seller shall pay all existing loans affecting the Property; the cost of a title search or abstract and any owner's title policy; the fees of Seller's attorney; and the fee for preparation of the deed. Buyer shall pay all transfer taxes and recording fees on the deed and any deed of trust; the fees of Buyer's attorney; and the costs of obtaining and closing a loan.

**7. Title Insurance.** *[Select one.]*

- ☐ Title insurance is not required.
- ☒ An owner's title insurance policy in the amount of the purchase price shall be provided by the Seller. The title insurance company shall be As agreed.

**8. Financial Contingency.** *[Select one.]*

- ☐ This Agreement is not conditioned upon Buyer's ability to obtain a loan or any other financial contingency.
- ☒ This Agreement is conditioned upon the following financial contingency: Seller Acceptance by 4pm on October 5, 2019.

**9. Warranty Deed.**

At the time of closing, Seller shall convey the Property by general warranty deed, subject only to the following on the date of closing: (a) governmental zoning and other ordinances and regulations; (b) utility, sewer, drainage, and other easements and stipulations; (c) subdivision and condominium covenants, conditions, declarations, and other restrictions; and (d) rights of tenants or claims of tenants in possession under oral, or written but unrecorded, leases or other agreements. If title examination, mortgage loan inspection, boundary line survey, or other information discloses a material defect, Buyer may accept the Property with the defect or require the Seller to attempt to remedy the defect within 15 days after its discovery. If not remedied within that period, Buyer may elect to rescind this Agreement and receive a refund of the earnest money. The deed shall be made in the name(s) of Roger and Nancy Mullholand.

**10. Inspection.** *[Select one.]*

- ☒ Buyer has inspected the Property and accepts it in its present condition.
- ☐ Inspection rights are as follows:

**11. Default.**

Should Buyer default, the earnest money shall be forfeited to Seller, and Seller may sue for additional damages, specific performance of the Agreement, or both. Should Seller default, the earnest money shall be refunded to the Buyer, and Buyer may sue for damages, specific performance of this Agreement, or both. The prevailing party in litigation shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

**12. Binding Effect of this Agreement.**

This Agreement shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives and assigns. It constitutes the entire agreement between the parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**13. Governing Law.**

This Agreement shall be interpreted in accordance with the laws of Ohio.

**14. Cooperation.**

Buyer and Seller agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Agreement.

**15. Risk of Loss.**

The risk of casualty loss or damage to the Property shall be borne by the Seller until transfer of title. If a casualty loss prior to closing exceeds 10% of the purchase price, either Seller or Buyer may elect to terminate this Agreement with a refund of earnest money to Buyer.

**16. Other Terms.**

The following terms and conditions supplement or supersede other provisions of this Agreement:  
Verification and acceptance of all easements and/or contracts or other legal agreements  
pertaining to this property.

**17. Real Estate Commissions.**

Neither party is represented by a real estate agent. If a real estate commission is asserted, the party whose conduct gave rise to the claim shall defend it and hold the other party harmless from any liability or expense arising from it.

**18. Effective Date.**

This Agreement is valid for a 24 hour period starting at 4pm October 4<sup>th</sup>, 2019.

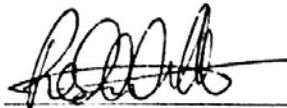
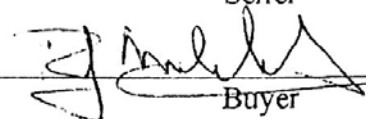
**19. Other Agreements.**

A.) Buyer retains the right to purchase for \$2,000 per acre property frontage on Sugar Ridge Road. As discussed, this would be small amount of acreage to provide frontage for building lot.

B.) If needed, a more formal purchase agreement will be provided after acceptance by seller.

Date: 10/5/19

Date: 10/4/2019

  
\_\_\_\_\_  
Seller  
  
\_\_\_\_\_  
Buyer





## J4 - Notice of Exercise

### OFFICERS

Eric Britton  
President

Brian Kennedy  
Vice President

Tim Minning  
Treasurer

Virginia Keller  
Secretary

### TRUSTEES

Steve Bowe  
Paul Croy  
Mary Fedderke  
Mary Krueger  
Dani Kusner  
Will Lewis  
Rachael Niemer  
Tom Reed  
Tim Schetter  
Karen Ranney -  
Wolkins

IMMEDIATE  
PAST PRESIDENT  
Anne Yager

### ADVISORY COUNCIL

Sara Jane DeHoff  
Don Leary  
Steve Pollick  
Deke Welles

### STAFF

Rob Krain  
Elisabeth Anderson  
Melanie Coulter  
Laura Rodriguez  
Linda Wegman  
Sarah Williams



Excellence • Trust • Permanence

October 24, 2019

Dr. Robert Huber  
5470 Larchwood Lane  
Toledo, OH 43614

Dear Robert,

I am in receipt of your Owner's Notice dated October 10, 2019 with regard to the Right of First Refusal to Purchase Black Swamp Conservancy holds on your property with Wood County Auditor's Parcel ID: D14-512040000003500 (the "Property").

This letter shall serve as Black Swamp Conservancy's Notice of Exercise of its Right of First Refusal. Black Swamp Conservancy shall purchase the in accordance with the terms of the Right of First Refusal and otherwise in accordance with the Contract you provided.

Please contact me upon receipt of this notice to coordinate the work necessary to move to closing.

Sincerely,

Rob Krain  
Executive Director

Cc: Gene R. Abercrombie, Esq.  
Roger and Nancy Mullholand



**MARTIN + WOOD** APPRAISAL  
GROUP,  
LTD.



## **Attachment K**

### **AN APPRAISAL REPORT**

### **OF 15.99 ACRES OF VACANT AGRICULTURAL LAND Located at: 0 Luckey Road Pemberville (Freedom Township), OH 43450**

**Effective Date of Value: *September 5, 2019*  
Work File #: *MART-19-08-360***

**Prepared For:**

**Black Swamp Conservancy  
PO Box 332  
Perrysburg, OH 43552  
Attention: Ms. Elisabeth Anderson**

## APPRAISAL REPORT

This is an **Appraisal Report**, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, the content of the report must be consistent with the intended use of the appraisal and, at a minimum; state the identity of the client and any intended users, by name or type, state the intended use of the appraisal, summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment, state the real property interest appraised, state the type and definition of value and cite the source of the definition, state the effective date of the appraisal and the date of the report, summarize the scope of work used to develop the appraisal, summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained, state the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal, when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion, clearly and conspicuously: state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results; and include a signed certification in accordance with Standards Rule 2-3. The appraiser is not responsible for unauthorized use of this report.

**INTENDED USER(S):**

Black Swamp Conservancy & Clean Ohio  
PO Box 332  
Perrysburg, OH 43552  
Attn: Ms. Elisabeth Anderson

**WORKFILE:**

MART-19-08-360

**PROPERTY OWNER OF RECORD:**

Robert Huber & Moira J. Van Staaden

**APPRAISER(S):**

Richard Bandelaria and Kenneth P. Wood

**IDENTIFICATION OF REAL  
ESTATE BEING APPRAISED:**

15.99-acres of vacant agricultural land  
0 Luckey Road  
Pemberville (Freedom Township), OH 43522

**\*Please note, the subject property, “as is” consists of one parcel (Parcel #: D14-512-040000003500) totaling about 20.99-acres of vacant land (per the Wood County Auditor’s records). However, the client has plans to purchase approximately 15.99 acres of vacant land of the larger parcel, which excludes the wooded area of the subject site. Therefore, we are valuing 15.99-acres of vacant land within the larger parcel as though the acreage was split from the larger parcel. This is considered a “hypothetical condition” as of the effective date of the appraisal. It is assumed any requested parcel splits would be granted by the township or county (extraordinary assumption). A copy of the proposed parcel split layout can be found later in the report.**



**INTENDED USE OF THE APPRAISAL:** Providing an opinion of Market Value and ground lease rental rate in the fee simple interest to assist in establishing a possible purchase price and/or internal decision making.

**DATE OF THE REPORT:** September 11, 2019

**DATE OF VIEWING:** September 5, 2019

**EFFECTIVE DATE OF VALUE:** September 5, 2019

**PURPOSE OF THE APPRAISAL:** To estimate the Market Value of the subject site, as of the effective date of the appraisal to assist with establishing a possible purchase price and/or internal decision making, by the intended user and client, the Black Swamp Conservancy and Clean Ohio.

**DEFINITION OF VALUE:**

**Market Value**

*The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

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

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<sup>1</sup> FDIC Law, Regulations, Related Acts, December 3, 2009, FDIC, December 6, 2011, <http://www.fdic.gov/regulations/laws/rules/2000-4300.html>.

**REAL PROPERTY INTEREST  
APPRAISED:**

**Fee simple estate.** *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*<sup>2</sup>

As previously noted, the subject property consists of vacant land. Thus, the expressed opinion of value is the fee simple interest.

**OPINION OF MARKET VALUE:**

The opinion of market value(s) as stated below, is subject to the following specific assignment conditions in addition to the stated in the “Special Assumptions, Hypothetical Conditions and/or Considerations” section of the report.

Based on the analysis presented in the following report, it is our opinion that the **Market Value** of the **Fee Simple Interest** in the subject property, as if 15.99-acres were split from the “larger” parcel” (20.99± acres), as of September 5, 2019 was:

**\$100,000**  
**ONE HUNDRED THOUSAND**

This appraisal report is for 100% real property, hence does not include any personal property, intangible value such as advantageous financing, and/or other non-realty components. Furthermore, implicit within this valuation is an exposure time of 12 to 48 months, which is believed reasonable for this type of property as it is presently used.

**Exposure time.** *1. The time a property remains on the market. 2. [The] estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.*<sup>3</sup>

**Marketing time.** *An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.*<sup>4</sup>

This appraisal has been prepared in compliance with Uniform Standards of Professional Appraisal Practice (USPAP), FIRREA and standards established by the Appraisal Institute.

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<sup>2</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate.” (Chicago: Appraisal Institute, 2015), PDF e-book.

<sup>3</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “exposure time” (Chicago: Appraisal Institute, 2015), PDF e-book.

<sup>4</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “marketing time” (Chicago: Appraisal Institute, 2015), PDF e-book.

**APPRAISER'S SIGNATURE(S):**

The following Appraisal Report provide summary documentation of the appraised property's description, as well as the valuation procedures employed to arrive at the final opinion of market value. However, if you have any questions, or if we may be of further service, please let us know. Thank you.

Respectfully submitted,



Richard Bandelaria  
Ohio Appraiser Assistant License #2009003696



Kenneth P. Wood, Appraiser  
Ohio General Certified Appraiser No. 408942  
Michigan General Certified Appraiser No.1201008336

**MARTIN+WOOD APPRAISAL GROUP, LTD**

**SUBJECT PHOTOS**

Street View – Looking East on Sugar Ridge Road



Street View – Looking West on Sugar Ridge Road



Street View – Looking South on Sugar Ridge Road



Street View – Looking South on Sugar Ridge Road



Street View – Looking South on Sugar Ridge Road



Street View – Looking West on Sugar Ridge Road



## **SCOPE OF WORK (SUMMARY OF THE EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA):**

In preparing this appraisal, the appraiser gathered subject property data from the Wood County Auditor's office, local planning commission and recorder's office. The physical observation was completed on September 5, 2019 which included a site only viewing of the real property since the subject is vacant land. In this instance the overall site/land area, and other physical attributes of the subject was derived from information from the Wood County Auditor's website, the Wood County Planning Commission, the Northwestern District Water & Sewer Department, and information from the client. As noted, the subject property, "as is" consists of one parcel (Parcel #: D14-512-040000003500) totaling about 20.99-acres of vacant land (per the Wood County Auditor's records). However, the client has plans to purchase approximately 15.99 acres of vacant land of the larger parcel, which excludes the wooded area of the subject site. Therefore, we are valuing 15.99-acres of vacant land within the larger parcel as though the acreage was split from the larger parcel. This is considered a "hypothetical condition" as of the effective date of the appraisal. It is assumed any requested parcel splits would be granted by the township or county (extraordinary assumption). A copy of the proposed parcel split layout can be found later in the report.

The market data was derived from STDB.com, local real estate firms/agents, area builders & developers, and public information provided by the local government. The neighborhood data/characteristics included a physical inspection of the neighborhood, review of the local zoning data, and also analysis of statistical data (supply and demand). Next, the appraiser(s) examined the highest and best use, which is defined as:

### **Highest and Best Use**

- 1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*
- 2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)*
- 3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)<sup>5</sup>*

Thereafter, the appraiser(s) considered all three approaches to value, though in this instance based upon the appraiser's research and analysis, which included considering the expectations from peer appraisers for the subject assignment, the income and cost approaches were not considered in this appraisal of vacant land. The sales comparison was utilized in deriving the Market Value in the fee simple interest for the vacant land (15.99-acres).

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<sup>5</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. "highest and best use" (Chicago: Appraisal Institute, 2015), PDF e-book.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice (USPAP)*. Supporting documentation is retained in the appraiser's file.

**EXPLANATION AND SUPPORT FOR THE INFORMATION ANALYZED, THE APPRAISAL METHODS AND TECHNIQUES EMPLOYED, AND THE EXCLUSION OF ANY OF THE USUAL VALUATION APPROACHES (IF ANY):** Per the request of the client, an **Appraisal** report has been completed. All three approaches to value were considered as previously noted, to the derive the opinion of Market Value in the fee simple interest, though based upon the scope of work requested and available market data to develop a supportable value opinion via the sales comparison approach, the income and cost approaches were not considered necessary to complete credible value opinion of the fee simple interest in the subject since it is vacant land.

#### **IDENTIFICATION OF THE SUBJECT:**

##### **Sales-Ownership History**

The subject property, “as is” consists of one parcel (Parcel #'s: D14-512-040000003500) totaling about 20.99-acres (per the Wood County Auditor's records) located at 0 Luckey Road, Pemberville (Freedom Township), OH and is in the ownership of Robert Huber & Moira J. Van Staaden. The subject site was not currently found listed for sale or for lease. There have been no arm's length transfers in the three years prior to the effective date of the appraisal.

##### **Site Description**

The subject property, “as is” consists of one parcel (Parcel #'s: D14-512-040000003500) totaling about 20.99-acres (per the Wood County Auditor's records) located at 0 Luckey Road, Pemberville (Freedom Township), OH. The entire site is slightly irregular in shape with approximately 260' of frontage on Luckey Road, and about 50' of frontage on Sugar Ridge Road. **However, as previously noted, the client has plans to purchase approximately 15.99 acres of vacant land of the larger parcel, which excludes the wooded area of the subject site. Therefore, we are valuing 15.99-acres of vacant land within the larger parcel as though the acreage was split from the larger parcel. This is considered a “hypothetical condition” as of the effective date of the appraisal. It is assumed any requested parcel splits would be granted by the township or county (extraordinary assumption). A copy of the proposed parcel split layout can be found later in the report.** According to the Freedom Township Zoning Department (Mr. Dan Kemner: 419-601-0978) and the Wood County Planning Commission, the subject is zoned A-1: Agricultural District. Permitted uses within the Agricultural District include agricultural uses, single-family dwelling, public facilities, along within some additional permitted and conditional uses (see addendum for a list of permitted and conditional uses). Hence, the subject property is considered a legal conforming use. The subject site has electric and does not have public water and sewer available to the site. **Please note, the school facility located across from the subject site has public sewers according to the Northwestern Water & Sewer District; however, the sewers extend to the east from the school and are not located along the subject site. A map provided by the Northwestern Water & Sewer District indicating the sewers can be found later in the report.** In addition, according to flood hazard map number 390809 0186D, effective September 2, 2011, the subject property is located in a low risk flood hazard district, referred to as zone X.



### REAL ESTATE TAX INFORMATION

No.	Address	Parcel #	Building Size (SF)	Site Size (Acres)	Assessed Value (100%)			Real Estate Taxes
					Land Value	Building Value	Total	
1	0 Luckey Road	D14-512-040000003500	0	20.99	\$93,700	\$0	\$93,700	\$794.46
Total:			0	20.99	\$93,700	\$0	\$93,700	\$794.46

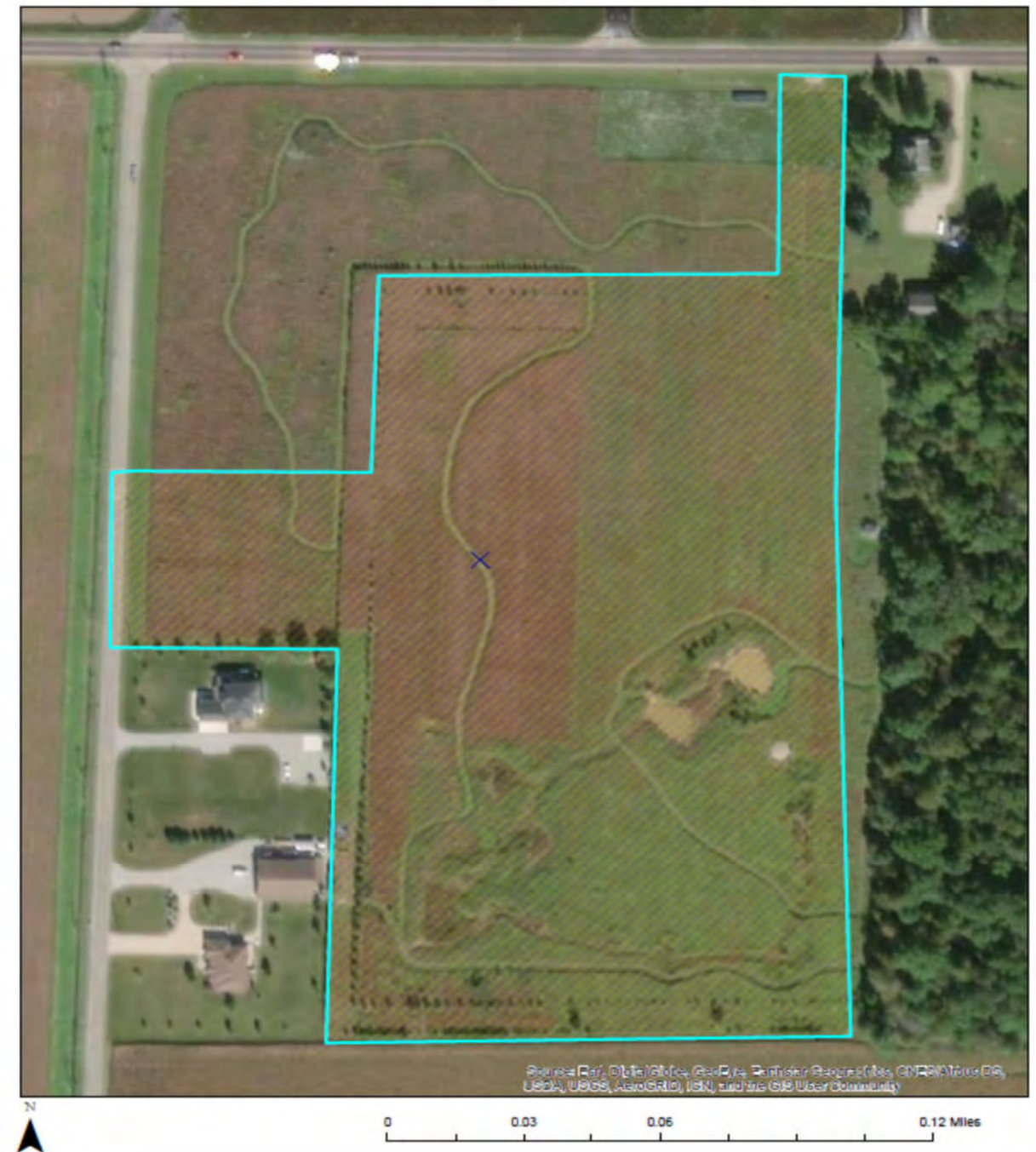
*The subject is considered under assessed based upon our analysis and value conclusion within this report. Furthermore, taxes appear to be current as of the appraisal date according to the Wood County Auditor's records.*

### AERIAL VIEW – “AS IS”





## PROPOSED PARCEL SPLIT LAYOUT

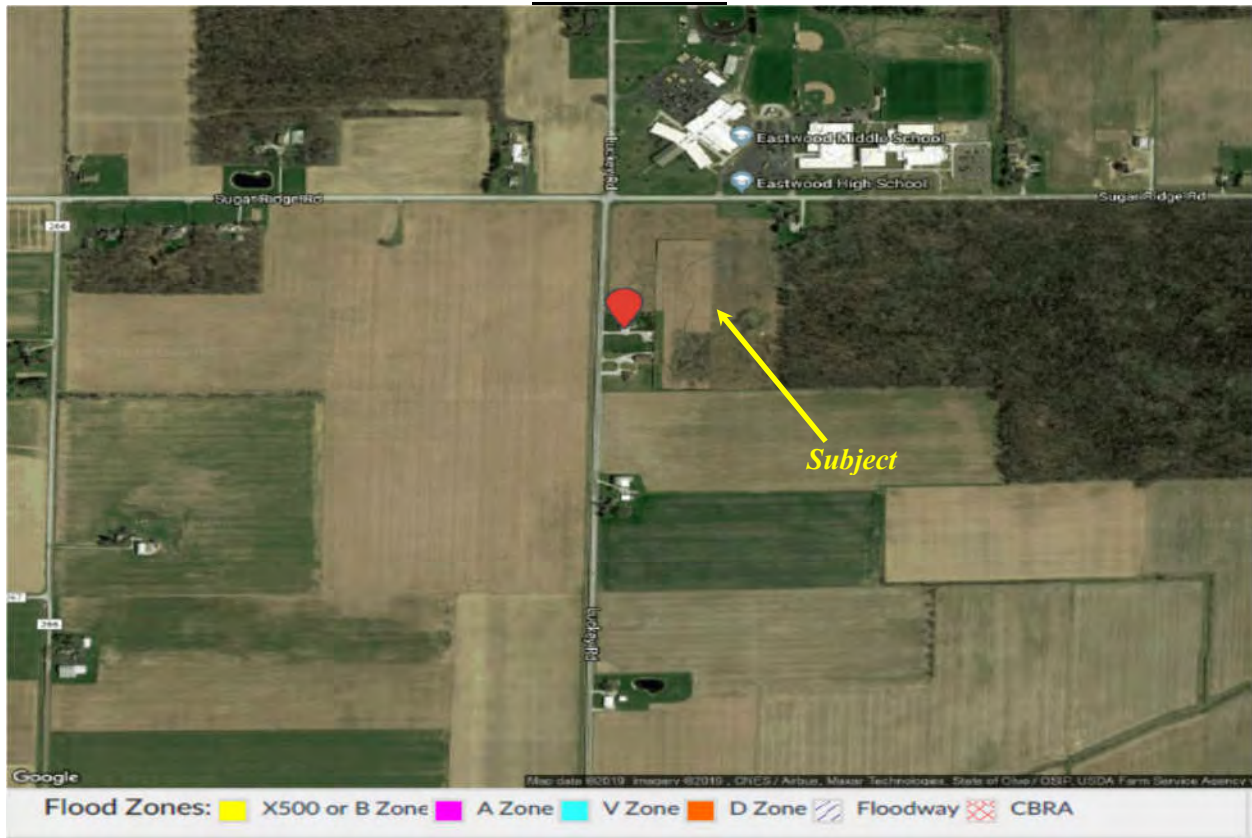


## ZONING MAP

NOT AVAILABLE



## FLOOD MAP



## SEWERS MAP





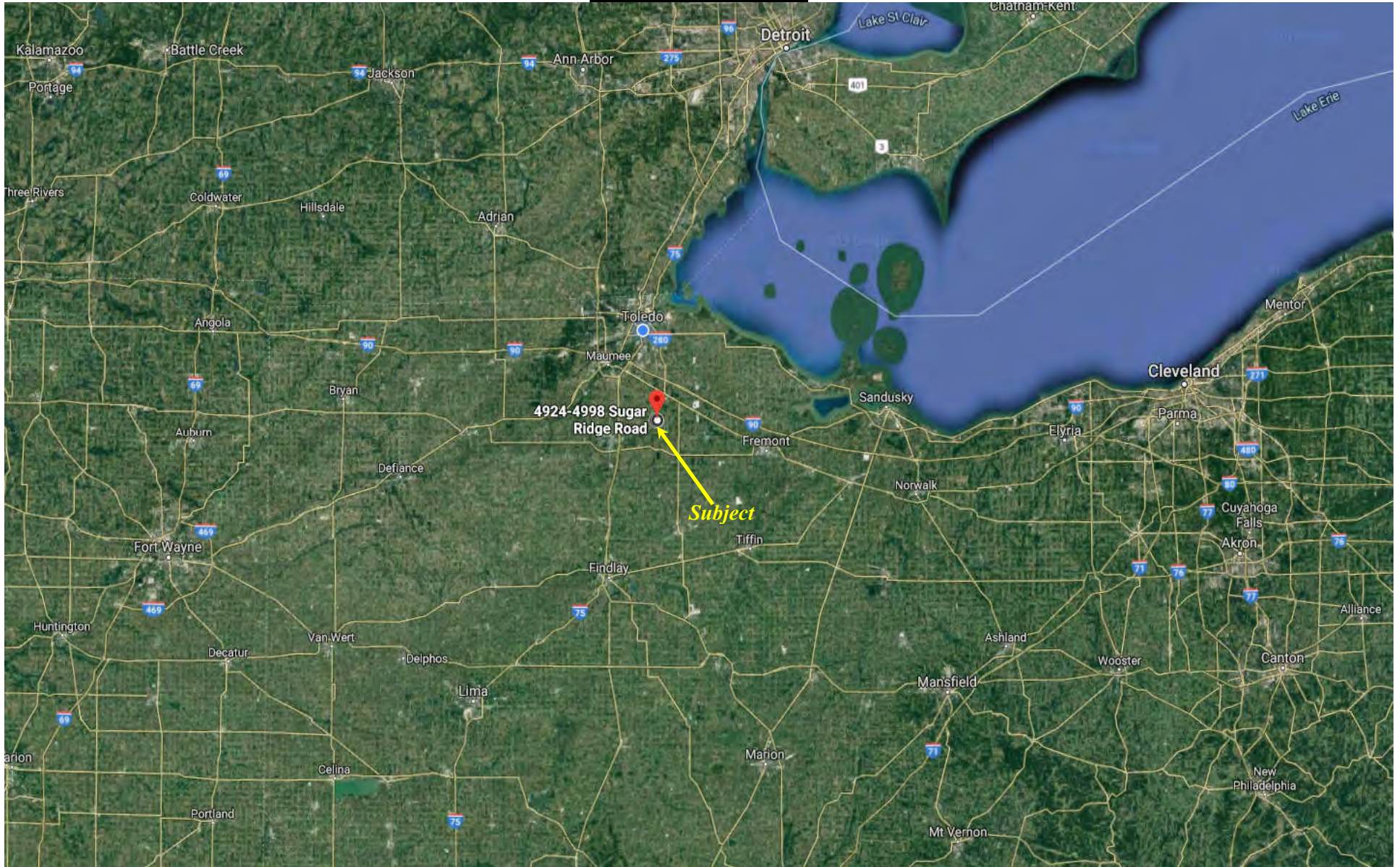
## SUMMARY AREA DESCRIPTION

The subject property is located at 0 Luckey Road, Pemberville (Liberty Township), Wood County, Ohio.





## HYBRID AREA MAP



## WOOD COUNTY DATA

Wood County is located in Ohio's northwest corner, approximately 27 miles south of the city of Toledo, which is the fourth largest city in the state. It covers 620 square miles and has a population of approximately 131,804 with moderate growth projected over the next five years (provided by STDB.com). Based on population, Wood County is the 22<sup>nd</sup> most populous county of the 88 counties in the state of Ohio.

Wood County consists of 5 cities, 21 villages, 19 townships and 30+ unincorporated communities. Main industries in the county are manufacturing, educational services, and healthcare.

Wood County has experienced a slightly increasing population base, with further growth projected over the next 5 years (provided by STDB.com).

Population	
2000 Population	121,065
2010 Population	125,488
2019 Population	131,804
2024 Population	134,729
2000-2010 Annual Rate	0.36%
2010-2019 Annual Rate	0.53%
2019-2024 Annual Rate	0.44%

Wood County is rich in history and is home to the historical Fort Meigs, which is the largest reconstructed, wooden walled fortification in America. The county has plenty of museums, arts, nature trails, and fine dining to offer visitors. The Maumee River, the county's northern boundary, is the largest river flowing into the Great Lakes from the U.S. side. The annual migration of Lake Erie Walleye in the Maumee River attracts anglers from throughout the U.S. and Canada.

The most recent profile of Wood County is presented on the following pages, provided by [development.ohio.gov](http://development.ohio.gov).



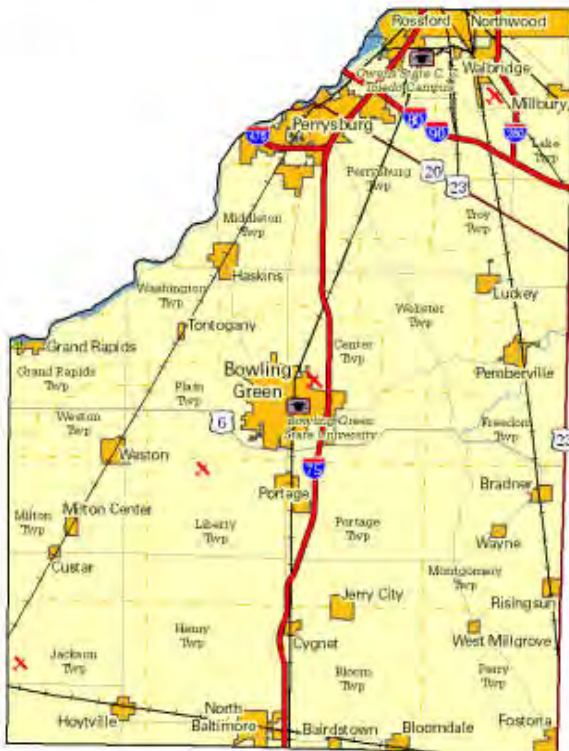
# Ohio County Profiles

Prepared by the Office of Research

# Ohio

## Wood County

**Established:** Act - April 1, 1820  
**2018 Population:** 130,696  
**Land Area:** 617.4 square miles  
**County Seat:** Bowling Green City  
**Named for:** Colonel E.E. Wood, War of 1812



0 4 8 12 Miles

### Taxes

Taxable value of real property	\$3,093,841,060
Residential	\$2,033,122,830
Agriculture	\$350,343,230
Industrial	\$188,452,100
Commercial	\$521,920,140
Mineral	\$2,760
Ohio income tax liability	\$81,946,694
Average per return	\$1,365.23

### Land Use/Land Cover

	Percent
Developed, Lower Intensity	10.66%
Developed, Higher Intensity	2.96%
Barren (strip mines, gravel pits, etc.)	0.30%
Forest	4.27%
Shrub/Scrub and Grasslands	0.49%
Pasture/Hay	1.77%
Cultivated Crops	77.98%
Wetlands	0.82%
Open Water	0.76%

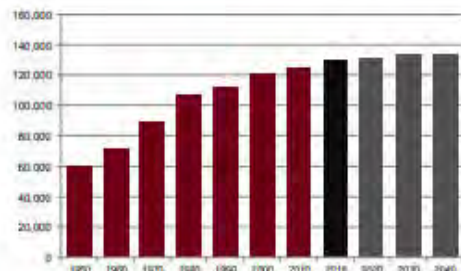
### Largest Places

	Est. 2018	Census 2010
Bowling Green city	31,578	30,028
Perrysburg city	21,570	20,623
Perrysburg twp	12,941	12,512
Lake twp UB	7,023	6,753
Rossford city	6,548	6,293
Northwood city	5,420	5,265
North Baltimore vlg	3,543	3,432
Middleton twp UB	3,391	3,266
Walbridge vlg	3,138	3,019
Troy twp UB	2,980	2,858

UB: Unincorporated balance.

### Total Population

Census		Estimated
1800		2013 129,002
1810		2014 129,336
1820 733	1910 46,330	2015 129,306
1830 1,102	1920 44,892	2016 129,808
1840 5,357	1930 50,320	2017 130,532
1850 9,157	1940 51,796	2018 130,696
1860 17,886	1950 59,605	
1870 24,596	1960 72,596	Projected
1880 34,022	1970 89,722	2020 130,870
1890 44,392	1980 107,372	2030 134,280
1900 51,555	1990 113,269	2040 134,920
	2000 121,065	
	2010 125,488	





## Population by Race

	Number	Percent
ACS Total Population	129,504	100.0%
White	119,491	92.3%
African-American	3,640	2.8%
Native American	233	0.2%
Asian	2,156	1.7%
Pacific Islander	37	0.0%
Other	1,120	0.9%
Two or More Races	2,827	2.2%
Hispanic (may be of any race)	6,923	5.3%
<b>Total Minority</b>	<b>14,660</b>	<b>11.3%</b>

## Educational Attainment

	Number	Percent
Persons 25 years and over	79,713	100.0%
No high school diploma	4,607	5.8%
High school graduate	24,818	31.1%
Some college, no degree	16,226	20.4%
Associate degree	8,368	10.5%
Bachelor's degree	14,867	18.7%
Master's degree or higher	10,827	13.6%

## Family Type by Employment Status

	Number	Percent
Total Families	31,383	100.0%
Married couple, husband and wife in labor force	14,112	45.0%
Married couple, husband in labor force, wife not	4,940	15.7%
Married couple, wife in labor force, husband not	1,645	5.2%
Married couple, husband and wife not in labor force	4,311	13.7%
Male householder, in labor force	1,688	5.4%
Male householder, not in labor force	336	1.1%
Female householder, in labor force	2,998	9.6%
Female householder, not in labor force	1,353	4.3%

## Household Income

	Number	Percent
Total Households	50,187	100.0%
Less than \$10,000	3,467	6.9%
\$10,000 to \$19,999	4,989	9.9%
\$20,000 to \$29,999	4,581	9.1%
\$30,000 to \$39,999	4,720	9.4%
\$40,000 to \$49,999	4,103	8.2%
\$50,000 to \$59,999	4,025	8.0%
\$60,000 to \$74,999	5,384	10.7%
\$75,000 to \$99,999	6,538	13.0%
\$100,000 to \$149,999	7,562	15.1%
\$150,000 to \$199,999	2,614	5.2%
\$200,000 or more	2,204	4.4%
<b>Median household income</b>	<b>\$58,033</b>	

Percentages may not sum to 100% due to rounding.

## Population by Age

	Number	Percent
ACS Total Population	129,504	100.0%
Under 5 years	6,897	5.3%
5 to 17 years	19,770	15.3%
18 to 24 years	23,124	17.9%
25 to 44 years	29,944	23.1%
45 to 64 years	31,480	24.3%
65 years and more	18,289	14.1%
<b>Median Age</b>	<b>34.6</b>	

## Family Type by Presence of Own Children Under 18

	Number	Percent
Total Families	31,468	100.0%
Married-couple families with own children	9,796	31.1%
Male householder, no wife present, with own children	1,214	3.9%
Female householder, no husband present, with own children	2,347	7.5%
Families with no own children	18,111	57.6%

## Poverty Status of Families By Family Type by Presence Of Related Children

	Number	Percent
Total Families	31,468	100.0%
Family income above poverty level	29,442	93.6%
Family income below poverty level	2,026	6.4%
Married couple, with related children	499	24.6%
Male householder, no wife present, with related children	214	10.6%
Female householder, no husband present, with related children	942	46.5%
Families with no related children	371	18.3%

## Ratio of Income To Poverty Level

	Number	Percent
Population for whom poverty status is determined	122,541	100.0%
Below 50% of poverty level	8,420	6.9%
50% to 99% of poverty level	7,989	6.5%
100% to 124% of poverty level	5,005	4.1%
125% to 149% of poverty level	4,528	3.7%
150% to 184% of poverty level	6,446	5.3%
185% to 199% of poverty level	2,582	2.1%
200% of poverty level or more	87,571	71.5%

## Geographical Mobility

	Number	Percent
Population aged 1 year and older	128,119	100.0%
Same house as previous year	102,812	80.2%
Different house, same county	12,180	9.5%
Different county, same state	9,855	7.7%
Different state	2,590	2.0%
Abroad	682	0.5%

## Travel Time To Work

	Number	Percent
Workers 16 years and over	63,154	100.0%
Less than 15 minutes	23,001	36.4%
15 to 29 minutes	26,450	41.9%
30 to 44 minutes	9,438	14.9%
45 to 59 minutes	2,181	3.5%
60 minutes or more	2,084	3.3%
<b>Mean travel time</b>	<b>20.1 minutes</b>	

## Housing Units

	Number	Percent
Total housing units	53,786	100.0%
Occupied housing units	50,187	93.3%
Owner occupied	32,992	65.7%
Renter occupied	17,195	34.3%
Vacant housing units	3,599	6.7%

## Year Structure Built

	Number	Percent
Total housing units	53,786	100.0%
Built 2014 or later	389	0.7%
Built 2010 to 2013	1,245	2.3%
Built 2000 to 2009	7,879	14.6%
Built 1990 to 1999	8,360	15.5%
Built 1980 to 1989	5,700	10.6%
Built 1970 to 1979	8,698	16.2%
Built 1960 to 1969	4,927	9.2%
Built 1950 to 1959	4,843	9.0%
Built 1940 to 1949	2,454	4.6%
Built 1939 or earlier	9,291	17.3%
<b>Median year built</b>	<b>1976</b>	

## Value for Specified Owner-Occupied Housing Units

	Number	Percent
Specified owner-occupied housing units	32,992	100.0%
Less than \$20,000	1,936	5.9%
\$20,000 to \$39,999	1,040	3.2%
\$40,000 to \$59,999	1,053	3.2%
\$60,000 to \$79,999	2,047	6.2%
\$80,000 to \$99,999	2,827	8.6%
\$100,000 to \$124,999	3,297	10.0%
\$125,000 to \$149,999	3,491	10.6%
\$150,000 to \$199,999	7,069	21.4%
\$200,000 to \$299,999	6,923	21.0%
\$300,000 to \$499,999	2,518	7.6%
\$500,000 to \$999,999	667	2.0%
\$1,000,000 or more	124	0.4%
<b>Median value</b>	<b>\$154,700</b>	

## House Heating Fuel

	Number	Percent
Occupied housing units	50,187	100.0%
Utility gas	34,873	69.5%
Bottled, tank or LP gas	4,529	9.0%
Electricity	8,890	17.7%
Fuel oil, kerosene, etc.	317	0.6%
Coal, coke or wood	742	1.5%
Solar energy or other fuel	653	1.3%
No fuel used	183	0.4%

Percentages may not sum to 100% due to rounding.

## Gross Rent

	Number	Percent
Specified renter-occupied housing units	17,195	100.0%
Less than \$100	38	0.2%
\$100 to \$199	117	0.7%
\$200 to \$299	349	2.0%
\$300 to \$399	441	2.6%
\$400 to \$499	1,209	7.0%
\$500 to \$599	2,324	13.5%
\$600 to \$699	2,480	14.4%
\$700 to \$799	2,085	12.1%
\$800 to \$899	2,195	12.8%
\$900 to \$999	1,270	7.4%
\$1,000 to \$1,499	3,203	18.6%
\$1,500 or more	961	5.6%
No cash rent	523	3.0%
<b>Median gross rent</b>	<b>\$767</b>	
Median gross rent as a percentage of household income	28.4	

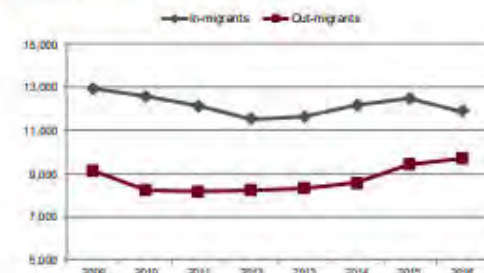
## Selected Monthly Owner Costs for Specified Owner-Occupied Housing Units

	Number	Percent
Specified owner-occupied housing units with a mortgage	21,411	100.0%
Less than \$400	62	0.3%
\$400 to \$599	768	3.6%
\$600 to \$799	1,764	8.2%
\$800 to \$999	2,420	11.3%
\$1,000 to \$1,249	4,189	19.6%
\$1,250 to \$1,499	3,537	16.5%
\$1,500 to \$1,999	5,346	25.0%
\$2,000 to \$2,999	2,680	12.5%
\$3,000 or more	645	3.0%
<b>Median monthly owners cost</b>	<b>\$1,356</b>	
Median monthly owners cost as a percentage of household income	19.5	

## Vital Statistics

	Number	Rate
Births / rate per 1,000 women aged 15 to 44	1,397	48.5
Teen births / rate per 1,000 females 15-19	56	9.5
Deaths / rate per 100,000 population	1,168	904.1

## Domestic Migration





## Agriculture

Land in farms (acres)	268,767
Number of farms	1,069
Average size (acres)	251
Total cash receipts	\$159,265,000
Per farm	\$148,985
Receipts for crops	\$126,418,000
Receipts for livestock/products	\$32,847,000

## Education

Traditional public schools buildings	35
Students	17,720
Teachers (Full Time Equivalent)	1,207.2
Expenditures per student	\$9,394
Graduation rate	96.4
Community/charter schools buildings	0
Students	0
Teachers (Full Time Equivalent)	0.0
Expenditures per student	
Graduation rate	
Private schools	7
Students	1,061
4-year public universities	1
Regional campuses	0
2-year public colleges/satellites	1
Ohio Technical Centers	1
Private universities and colleges	0
Public libraries (Districts / Facilities)	7 / 11

## Transportation

Registered motor vehicles	148,861
Passenger cars	94,491
Noncommercial trucks	19,995
Total license revenue	\$4,299,124.05
Permissive tax revenue	\$2,118,127.50
Interstate highway miles	54.70
Turnpike miles	11.18
U.S. highway miles	61.62
State highway miles	207.16
County, township, and municipal road miles	1,610.98
Commercial airports	4

## Health Care

Physicians	381
Registered hospitals	1
Number of beds	196
Licensed nursing homes	12
Number of beds	856
Licensed residential care	7
Number of beds	740
Persons with health insurance (Aged 0 to 64)	94.5%
Adults with insurance (Aged 18 to 64)	93.7%
Children with insurance (Aged Under 19)	96.6%

## Communications

Television stations	5
Radio stations	2
Daily newspapers	1
Circulation	6,800
Average monthly unique visitors	0
Weekly newspapers	3
Circulation	48,060
Average monthly unique visitors	0
Online only	0
Average monthly unique visitors	0

## Crime

Total crimes reported in Uniform Crime Report	1,674
Violent crime	110
Property crime	1,564

## Finance

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

## Transfer Payments

Total transfer payments	\$962,484,000
Payments to individuals	\$932,138,000
Retirement and disability	\$382,798,000
Medical payments	\$405,627,000
Income maintenance (Supplemental SSI, family assistance, food stamps, etc)	\$50,011,000
Unemployment benefits	\$9,663,000
Veterans benefits	\$21,961,000
Federal education and training assistance	\$49,924,000
Other payments to individuals	\$12,154,000
Total personal income	\$5,884,310,000
Dependency ratio	16.4%
(Percent of income from transfer payments)	

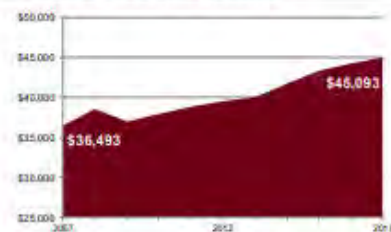
## Voting

Number of registered voters	94,928
Voted in 2018 election	50,624
Percent turnout	53.3%

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

Areas/Facilities	14
Acreage	675

## Per Capita Personal Income



## Civilian Labor Force

	2018	2017	2016	2015	2014
Civilian labor force	70,400	70,600	70,700	69,500	69,100
Employed	67,500	67,500	67,700	66,600	65,500
Unemployed	2,800	2,800	3,000	3,000	3,600
Unemployment rate	4.0	4.4	4.2	4.3	5.2

## Establishments, Employment, and Wages by Sector: 2017

Industrial Sector	Number of Establishments	Average Employment	Total Wages	Average Weekly Wage
Private Sector	2,822	57,004	\$2,474,912,314	\$835
Goods-Producing	445	17,896	\$1,136,804,914	\$1,222
Natural Resources and Mining	34	498	\$20,758,491	\$802
Construction	217	4,010	\$290,991,049	\$1,395
Manufacturing	194	13,387	\$825,055,374	\$1,185
Service-Providing	2,376	39,108	\$1,338,107,400	\$658
Trade, Transportation and Utilities	723	14,978	\$545,005,424	\$700
Information	37	862	\$49,463,154	\$1,103
Financial Services	325	1,690	\$89,466,560	\$1,018
Professional and Business Services	389	5,803	\$256,305,117	\$849
Education and Health Services	289	6,205	\$226,694,064	\$703
Leisure and Hospitality	344	7,274	\$100,478,788	\$266
Other Services	266	2,291	\$70,287,069	\$590
Federal Government		205	\$10,302,327	\$965
State Government		2,811	\$178,354,256	\$1,220
Local Government		6,636	\$267,427,082	\$775

Private Sector total includes Unclassified establishments not shown.

## Change Since 2012

Private Sector	5.3%	17.7%	31.4%	11.6%
Goods-Producing	8.3%	18.9%	25.0%	5.2%
Natural Resources and Mining	25.9%	34.2%	64.7%	22.8%
Construction	6.9%	59.6%	92.0%	20.3%
Manufacturing	7.2%	10.1%	10.7%	0.6%
Service-Producing	4.7%	17.1%	37.5%	17.3%
Trade, Transportation and Utilities	4.2%	17.3%	26.3%	7.7%
Information	-14.0%	91.1%	180.3%	46.5%
Financial Services	3.5%	16.4%	32.1%	13.5%
Professional and Business Services	5.1%	30.0%	82.6%	40.3%
Education and Health Services	13.3%	16.9%	25.1%	7.0%
Leisure and Hospitality	3.9%	4.1%	16.5%	12.2%
Other Services	3.5%	17.3%	45.7%	24.2%
Federal Government		-2.4%	-3.9%	-1.8%
State Government		-27.8%	7.9%	49.5%
Local Government		-3.1%	3.2%	6.6%

## Major & Notable Employers

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

## Residential

### Construction

	2014	2015	2016	2017	2018
Total units	218	257	273	279	301
Total valuation (000)	\$48,437	\$56,563	\$67,133	\$67,297	\$72,708
Total single-unit bldgs	214	227	265	273	301
Average cost per unit	\$224,299	\$241,601	\$250,633	\$243,341	\$241,555
Total multi-unit bldg units	4	30	8	6	0
Average cost per unit	\$109,250	\$57,333	\$89,375	\$144,133	

**County Seat: Bowling Green**

Bowling Green covers about 13 square miles and is located about 24 miles south of Toledo. The city of Bowling Green has a population of about 32,059, placing it as the 49<sup>th</sup> largest city out of the 938 incorporated municipalities in the state of Ohio based on population.

Per the Site To Do Business (STDB.com), Bowling Green has experienced a slight increase in population over the past 10 years and is anticipated to increase further over the next five years by .43% annually.

The current median household income is \$40,029 in the area, compared to \$60,548 for all U.S. households. The median household income is projected to increase 1.78% annually over the next five years to \$43,711. The current average household income is \$65,268 in this area, compared to \$87,398 for all U.S. households. The average household income is projected to increase 1.93% over the next five years, to \$71,813.

The median home value in the area is \$177,249, compared to a median home value of \$234,154 for the U.S. In five years, median value is projected to change by 1.60% annually to \$191,850.

<b>Population</b>	
2000 Population	30,397
2010 Population	30,028
2019 Population	32,059
2024 Population	32,712
2000-2010 Annual Rate	-0.12%
2010-2019 Annual Rate	0.71%
2019-2024 Annual Rate	0.40%
<b>Median Household Income</b>	
2019 Median Household Income	\$40,029
2024 Median Household Income	\$43,711
2019-2024 Annual Rate	1.78%
<b>Average Household Income</b>	
2019 Average Household Income	\$65,268
2024 Average Household Income	\$71,813
2019-2024 Annual Rate	1.93%
<b>Median Home Value</b>	
2019	\$177,249
2024	\$191,850

Home to Bowling Green State University, students and visitors will find it's part of a city that is safe, affordable, and provides a number of personal and professional opportunities. Per WalletHub, Bowling Green State University is ranked 90<sup>th</sup> out of 415 best college towns & cities based on "WalletFitness," Social Environment, and Academic & Economic Opportunities. One of the main attractions in Bowling Green is the annual Wood County Fair, which has taken place for 144 years. Over eight days it draws over 100,000 people to see sporting events, music & concerts, performing arts and culture, and community events for both kids and families.

Bowling Green's primary industry is manufacturing and has employers such as Vehtek, CMC Group, Cooper Seal Plant, and Toledo Molding & Die. The city also boasts their own utilities infrastructure, which includes electric distribution, water treatment, water distribution, wastewater collection, and water pollution control. It is also home to Ohio's first utility-sized wind farm, generating enough energy to supply electricity to approximately 2,500 residents.



## County Transportation

Wood County is well traversed by Interstates 75, 80, 90, and 280, as well as numerous State Routes including the Ohio Turnpike. Rail transportation is available from CSX, Norfolk Southern and the Toledo, Lake Erie and Western Railways. Passenger and commercial air service are provided by the Wood County Regional Airport and the Toledo Express Airport. Numerous other transportation modes are available from nearby Toledo, which is an important link and transportation center between such cities as Cleveland, Detroit, Chicago, Columbus, Dayton and Cincinnati, and is the center of a 14-county trading area.

## County Educational, Medical and Religious Facilities

Wood County has 36 public schools serving about 16,700 students. There are three major universities offering undergraduate, graduate, post-graduate, and professional (medicine, law) degrees. These include the University of Toledo, Bowling Green State University and Lourdes University, which have a combined enrollment of over 40,000 students. There also are community and technical colleges in the area, including 10,000-plus students at Owens Community College. The area also features private business and technical schools, which have a combined enrollment of almost 20,000 students. Medical care can be obtained from Wood County Hospital in Bowling Green as well as other major facilities in nearby Toledo (Lucas County). These include University of Toledo Medical Center and St. Vincent Mercy Medical Center. There are about 60 religious facilities that serve the faith-based needs of the communities.

## County Housing and Income

According to STDB.com, Wood County has a total of 55,673 housing units in the area, with 59.0% owner occupied, 32.8% renter occupied, and 8.1% vacant.

Median home value in the area is \$173,341, compared to a median home value of \$234,154 for the U.S. In five years, median value is projected to change by 2.75% annually to \$198,508.

Current median household income is \$60,701 in the area, compared to \$60,548 for all U.S. households, and is projected to increase 2.89% annually over the next 5 years. The current average household income is \$83,925 in this area, compared to \$87,398 for all U.S. households. Average household income is projected to be \$94,928 in five years, or an increase of 2.49% annually.

Presented on the following page is the housing and income summary provided by the Site To Do Business (STDB).

Housing	
2019 Housing Affordability Index	152
2000 Total Housing Units	47,468
2000 Owner Occupied Housing Units	31,953
2000 Renter Occupied Housing Units	13,219
2000 Vacant Housing Units	2,296
2010 Total Housing Units	53,376
2010 Owner Occupied Housing Units	33,250
2010 Renter Occupied Housing Units	15,793
2010 Vacant Housing Units	4,333
2019 Total Housing Units	55,673
2019 Owner Occupied Housing Units	32,857
2019 Renter Occupied Housing Units	18,288
2019 Vacant Housing Units	4,528
2024 Total Housing Units	56,938
2024 Owner Occupied Housing Units	34,223
2024 Renter Occupied Housing Units	18,082
2024 Vacant Housing Units	4,633



<b>Median Home Value</b>	
2019	\$173,341
2024	\$198,508
<b>Median Household Income</b>	
2019 Median Household Income	\$60,701
2024 Median Household Income	\$70,004
2019-2024 Annual Rate	2.89%
<b>Average Household Income</b>	
2019 Average Household Income	\$83,925
2024 Average Household Income	\$94,928
2019-2024 Annual Rate	2.49%

## Employment Statistics

Wood County's major/notable employers include:

Bowling Green State University
Chrysler Group LLC
First Solar Inc.
Great Lakes Window Inc.
Magna Int'l/Norplas Inc.
Owens Community College
Owens Illinois Inc.
Walgreen Co.
Wood County Hospital Assoc.
WPP PLC/TNS Custom Research

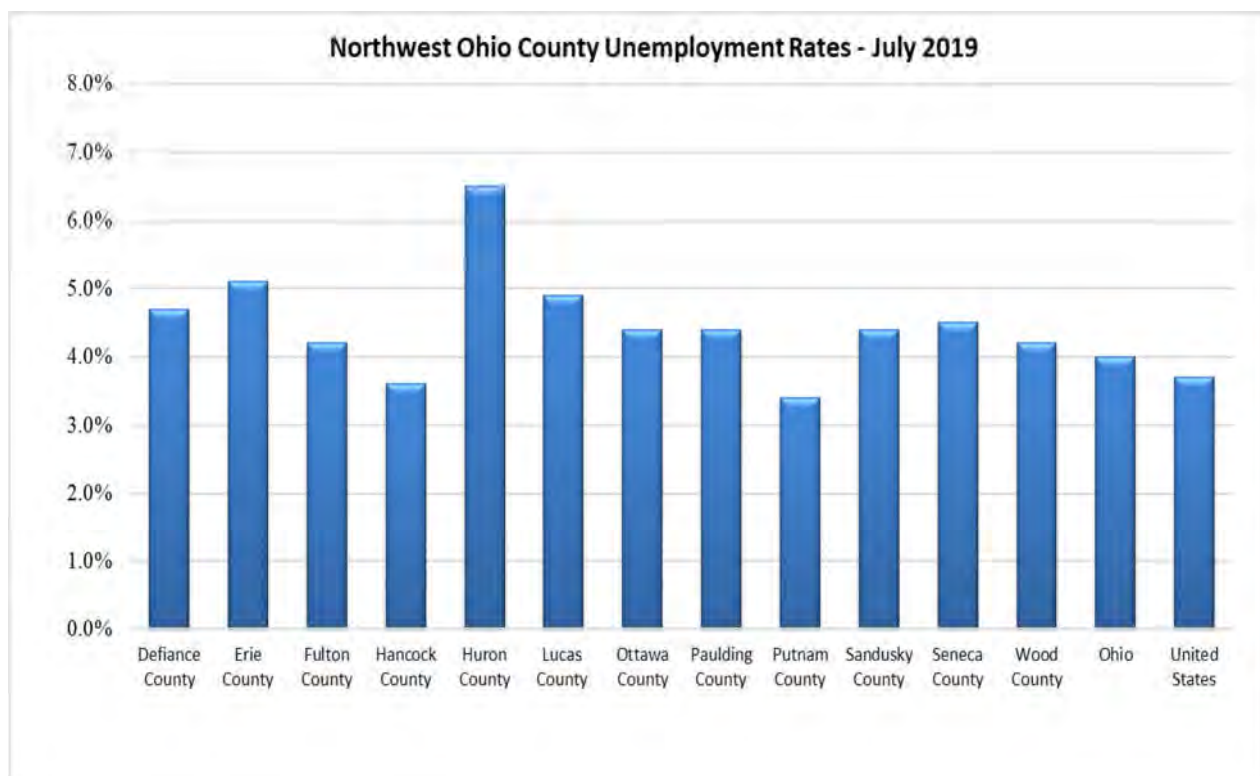
Per STDB, the largest employment sector in Wood County is the service sector, which comprises about 51.2% of the work force. Other major employment sectors include manufacturing (15.6%), retail trades (10.8%), and construction (5.0%), and transportation/utilities (5%).

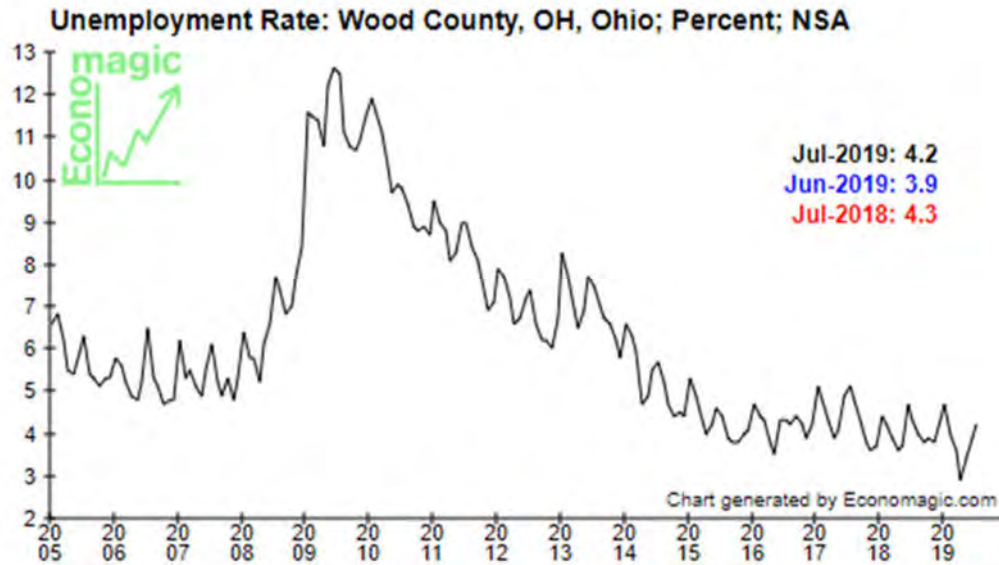
<b>2018 Employed Population 16+ by Industry</b>	
Total	68,685
Agriculture/Mining	1.0%
Construction	5.0%
Manufacturing	15.6%
Wholesale Trade	2.3%
Retail Trade	10.8%
Transportation/Utilities	5.0%
Information	1.5%
Finance/Insurance/Real Estate	4.5%
Services	51.2%
Public Administration	3.2%

In general, the Northwest Ohio region is mostly in line with the Ohio employment recovery and significantly superior in comparison to the twenty-year peak posted in mid-2009 to early-2010 for the region and nationally. Presented on the following pages is the most recent employment data published by [www.economagic.com](http://www.economagic.com) and the US Bureau of Labor Statistics for several counties in northwest Ohio as well as Wood County in particular.

Northwest Ohio County Unemployment Rates - July 2019	
Area Name	Unemployment Rate
Defiance County	4.7%
Erie County	5.1%
Fulton County	4.2%
Hancock County	3.6%
Huron County	6.5%
Lucas County	4.9%
Ottawa County	4.4%
Paulding County	4.4%
Putnam County	3.4%
Sandusky County	4.4%
Seneca County	4.5%
Wood County	4.2%
Ohio	4.0%
United States	3.7%

Source: [www.economagic.com](http://www.economagic.com) / US Bureau of Labor Statistics





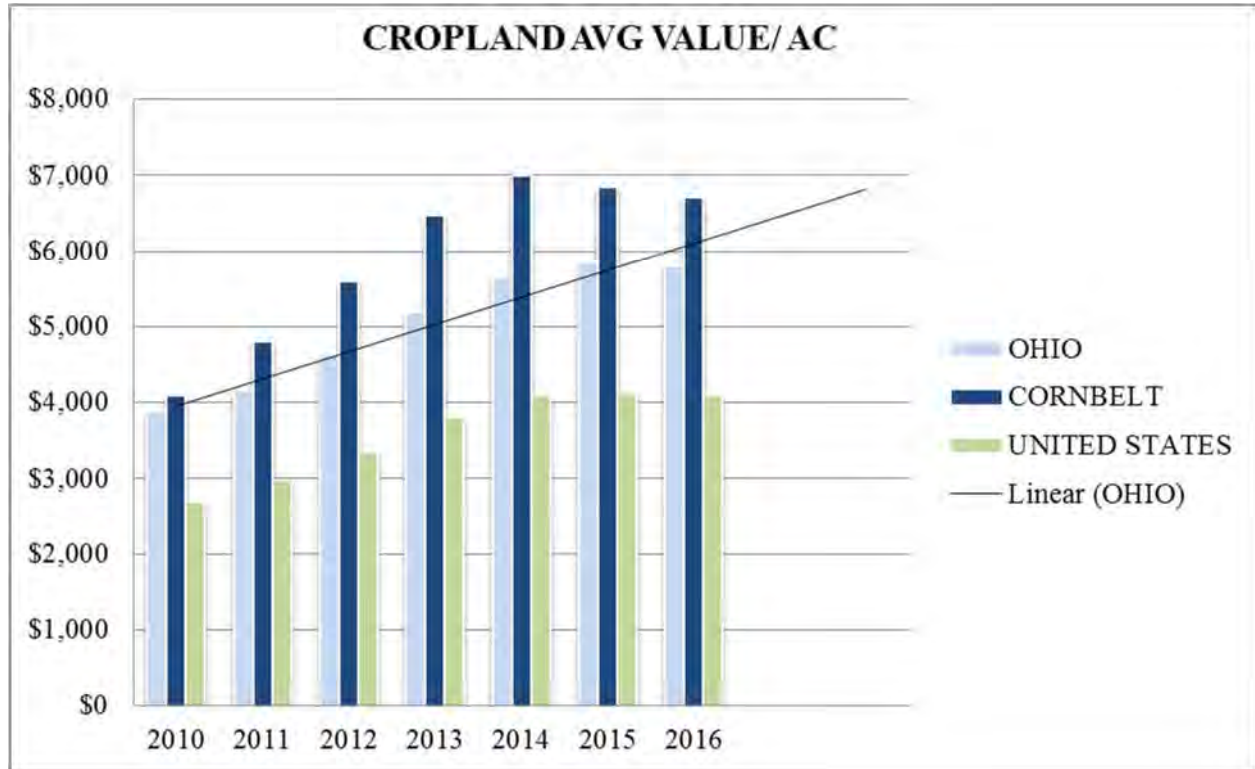
### Area Data Conclusion

Overall the Wood County area is considered to be in a stable environment considering the state and national trends and predictions. The population base has remained mostly level over the last ten years with a fairly diverse work force and employment centers. Furthermore, the employment trend of the area is considered to be stable with the July 2019 unemployment rate at 4.2% for Wood County, significantly lower to the twenty-year peak posted in late 2009, and as noted mostly in line with both the State of Ohio and national unemployment rates. In addition, the supply and demand for most types of real estate in the Wood County area is relatively balanced. Thus, based upon historical trends in conjunction with future predictions which indicates continued mostly level population and household numbers and moderately increasing median household income in conjunction with moderate influx and retention of employment centers and mostly stable real estate environment, the general market area of Wood County is considered to be favorable within the Ohio and Southeastern Michigan region and the future is projected to hold more of the same conditions.

## **MARKET ANALYSIS**

Subject Location: 0 Luckey Road  
 Pemberville (Liberty Township), OH  
 General Market: Northwest Ohio  
 Sub Market: Pemberville/ Wood County  
 Property Type/Sub-Type: Agricultural/ Farmland

### **Agricultural Land – Overview**

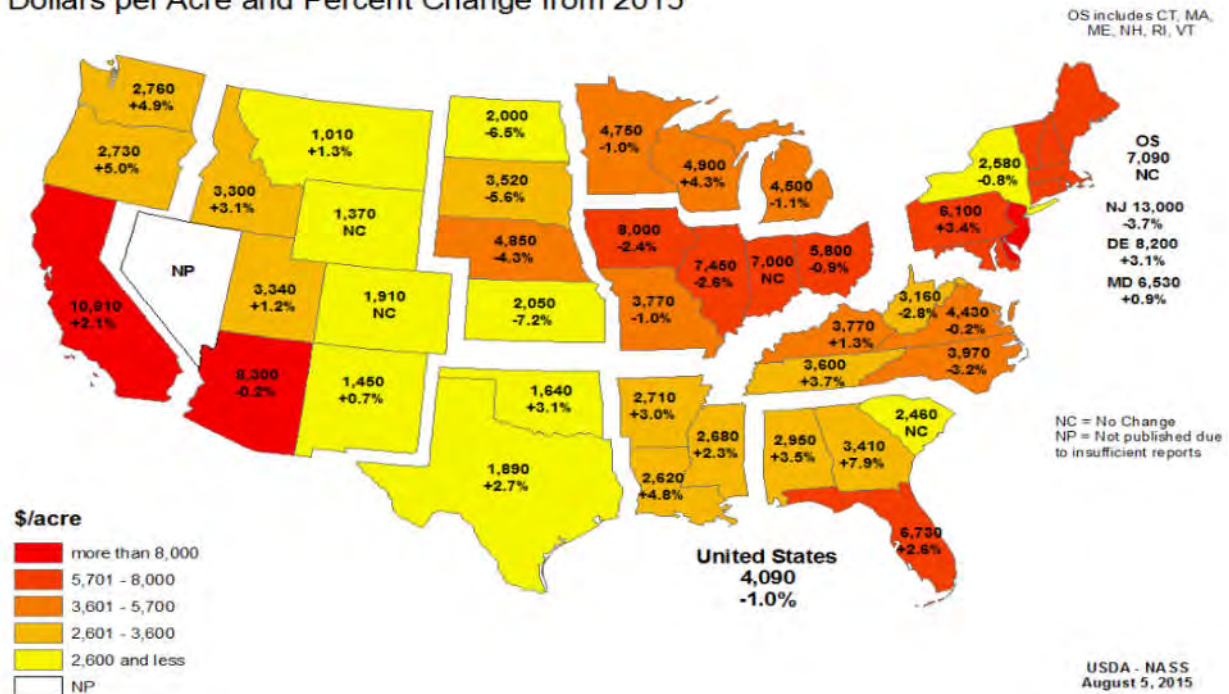


CROPLAND MEAN VALUE/ ACRE							
LOCATION	2010	2011	2012	2013	2014	2015	2016
OHIO	\$3,900	\$4,160	\$4,640	\$5,190	\$5,650	\$5,850	\$5,800
CORNBELT	\$4,090	\$4,810	\$5,600	\$6,470	\$7,000	\$6,840	\$6,710
UNITED STATES	\$2,700	\$2,980	\$3,350	\$3,810	\$4,100	\$4,130	\$4,090

Source: <http://usda01.library.cornell.edu/usda/nass/AgriLand>

## 2016 Cropland Value by State

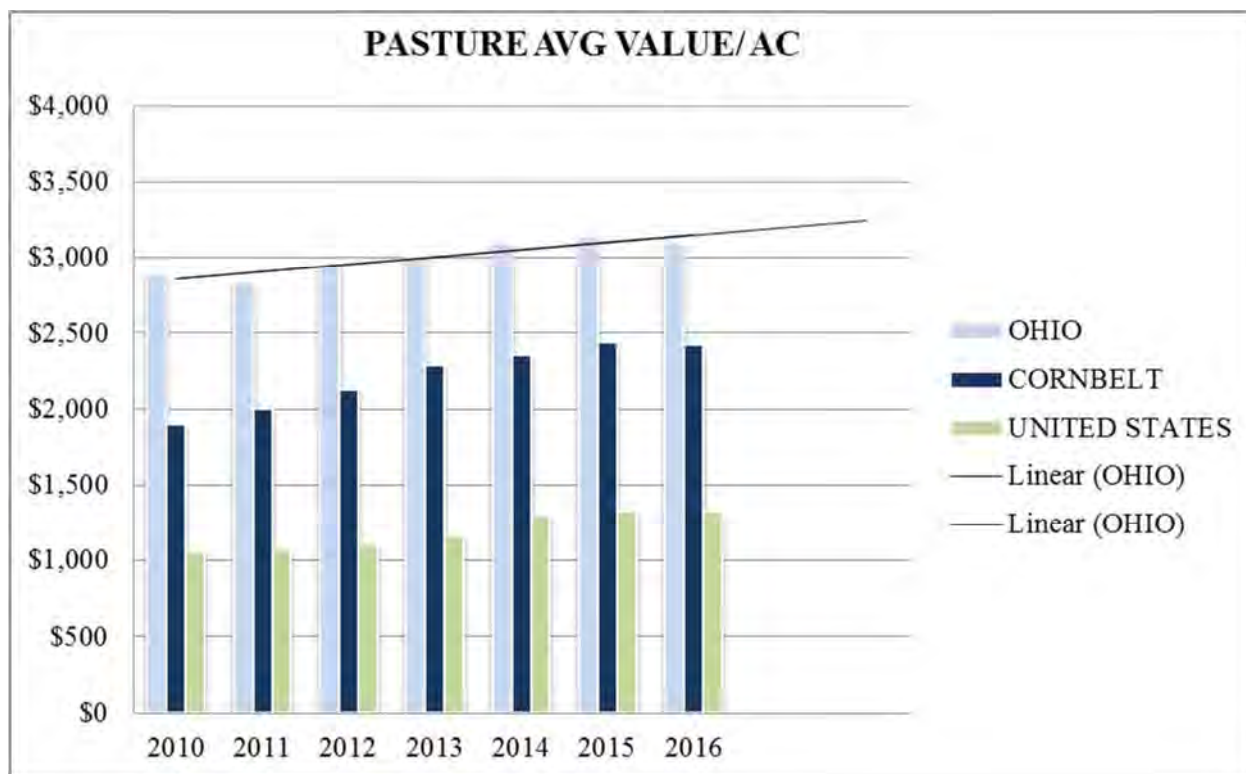
Dollars per Acre and Percent Change from 2015



The average value of cropland for the state of Ohio decreased 0.9% between 2015 and 2016, with the United States experiencing a similar decrease at 1% over the past year. Nonetheless, since 2010, Ohio has had an increase in average cropland value of approximately 48.72%. The United States experiences a slightly higher increase of about 51.48% over this same time frame. Furthermore, the average cash rent for non-irrigated cropland have experienced a similar growth pattern as indicated below.

CASH RENT (AVG NON-IRRIGATED CROPLAND)						
LOCATION	2010	2011	2012	2013	2014	2016
FULTON	N/A	\$125	\$148	\$173	\$172	\$171
HANCOCK	\$100	\$112	\$134	\$160	\$159	\$172
WYANDOT	\$104	\$122	\$142	\$152	\$153	\$152
VAN WERT	\$129	\$146	\$166	\$166	\$168	N/A
LUCAS	N/A	\$110	\$124	\$124	\$126	\$138
WOOD	\$110	\$125	\$140	\$166	\$165	\$167
OHIO	\$100	\$110	\$122	\$139	\$144	\$150





PASTURE MEAN VALUE/ ACRE							
LOCATION	2010	2011	2012	2013	2014	2015	2016
OHIO	\$2,890	\$2,840	\$2,970	\$3,010	\$3,100	\$3,140	\$3,100
CORNBELT	\$1,900	\$2,000	\$2,130	\$2,290	\$2,360	\$2,440	\$2,420
UNITED STATES	\$1,060	\$1,070	\$1,110	\$1,170	\$1,300	\$1,330	\$1,330
Pasture, grazing and grassland value: The value of land that is normally grazed by livestock. Pasture does not need to have livestock grazing on it at the time of interview or during the current year in order to be valued as pasture or grazing land.							

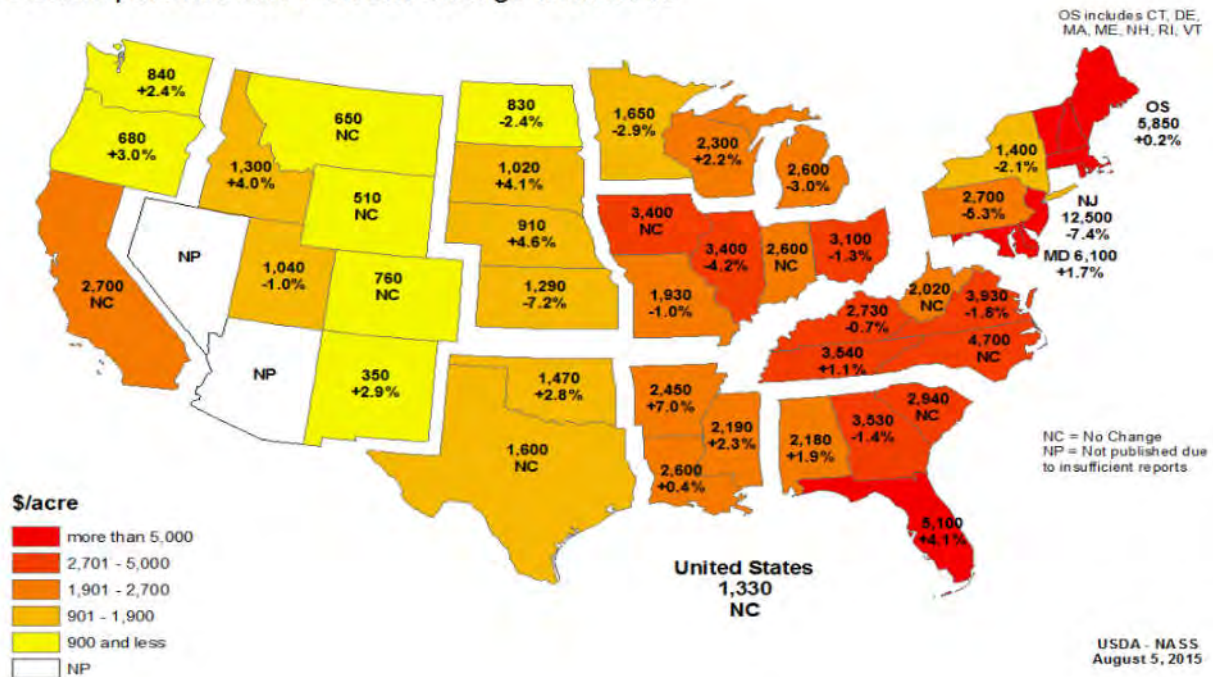
Source: <http://usda.mannlib.cornell.edu/>

The average value of pastureland for the state of Ohio increased 7.27% between the period 2010 to 2016, with a modest decrease over the past year as noted above. Over the same period of time, the United States experienced a 25.47% & 0% appreciation in value respectively.



## 2016 Pasture Value by State

Dollars per Acre and Percent Change from 2015

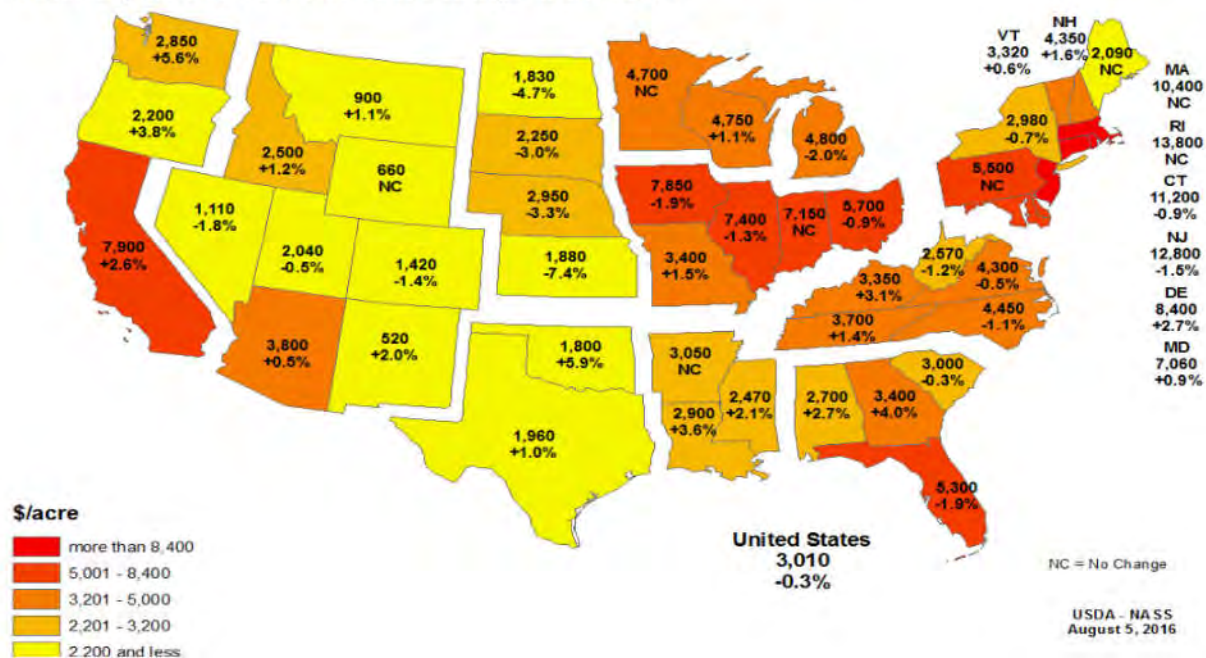


FARM REAL ESTATE, MEAN VALUE/ ACRE							
LOCATION	2010	2011	2012	2013	2014	2015	2016
OHIO	\$3,850	\$4,160	\$4,640	\$5,100	\$5,550	\$5,750	\$5,700
CORNBELT	\$3,830	\$4,460	\$5,190	\$5,880	\$6,370	\$6,350	\$6,290
UNITED STATES	\$2,150	\$2,300	\$2,520	\$2,730	\$2,950	\$3,020	\$3,010
<b>Farm real estate value:</b> The value at which all land and buildings used for agriculture production including dwellings, could be sold under current market conditions, if allowed to remain on the market for a reasonable amount of time.							



## 2016 Farm Real Estate Value by State

Dollars per Acre and Percent Change from 2015



The average value of farm real estate for the state of Ohio increased 48.05% between the period 2010 to 2016, with a 0.87% decrease over the past year as noted above. Over the same period of time, the United States experienced a 40% appreciation since 2010 though with a modest decrease of 33% year over year.

In conclusion, the overall market desirability for agricultural cropland is considered moderately favorable with fairly significant appreciation in value per acre and cash rent levels though with early signs of contraction. Furthermore, agricultural land ownership in the Northwest Ohio region is outperforming most other real estate investments. Therefore, the sub-market of these counties are considered favorable with slightly greater demand in relation to supply.

Hence, based upon the general market overview and the more specific immediate sub-market conclusion, and taking into consideration the subject's physical and location characteristics in relation to the similar/ competing properties, the overall marketability and competitive position of the subject is considered to be favorable. However, although the subject site is zoned Agricultural, the subject is partially heavily wooded and not cleared for typical farming use.

### ***Subject Specific***

The subject property, "as is" consists of one parcel (Parcel #'s: D14-512-040000003500) totaling about 20.99-acres (per the Wood County Auditor's records) located at 0 Luckey Road, Pemberville (Freedom Township), OH. The entire site is slightly irregular in shape with approximately 260' of frontage on Luckey Road, and about 50' of frontage on Sugar Ridge Road. **However, as previously noted, the client has plans to purchase approximately 15.99 acres of vacant land of the larger parcel, which excludes the wooded area of the subject site. Therefore, we are valuing 15.99-acres of vacant land within the larger parcel as though the acreage was split from the larger parcel. This is considered a "hypothetical condition" as of the effective date of the appraisal. It is assumed any requested parcel splits would be granted by the township or county (extraordinary assumption). A copy of the proposed parcel split layout can be found earlier in the report.** According to the Freedom Township Zoning Department (Mr. Dan Kemner: 419-601-0978) and the Wood County Planning Commission, the subject is zoned A-1: Agricultural District. Permitted uses within the Agricultural District include agricultural uses, single-family dwelling, public facilities, along within some additional permitted and conditional uses (see addendum for a list of permitted and conditional uses). Hence, the subject property is considered a legal conforming use. The subject site has electric and does not have public water and sewer available to the site. **Please note, the school facility located across from the subject site has public sewers according to the Northwestern Water & Sewer District; however, the sewers extend to the east from the school and are not located along the subject site. A map provided by the Northwestern Water & Sewer District indicating the sewers can be found earlier in the report.** In addition, the subject property is located in a low risk flood hazard district, referred to as zone X.

The subject property is located in the east central edge of Freedom Township and the east central portion of Wood County, about 1.75 miles northwest of the Village of Pemberville, about 1.50 miles south the Village of Luckey, 6.50 miles southwest of the Village of Woodville, about 9 miles northeast of the City of Bowling Green, about 19.75 miles to northwest the City of Fremont, and about 15.50 miles south of the City of Toledo. The subject is located on the east side of Luckey Road and south side Sugar Ridge Road, north of Rees Road, south of Devils Hole Road, east of Aufderstrasse Road, and west of Lemoyne Road. The defined neighborhood consists of mainly

agricultural and large-lot residential applications. The Eastwood Elementary, Middle, and High School are located to the north of the subject, across Sugar Ridge Road. The Black Swamp Conservancy building is located adjacent to the subject site to the east. There has been no higher density residential, commercial or industrial development in the subject's immediate area. Most newer residential development is occurring to the west of the subject in the Bowling Green area, and to the northwest in the Perrysburg Area.

I-75 is located about 6.50 miles to the west, with access from SR-582 (about 7.25 miles to the northwest), E. Wooster Street (about 7.50 miles to the southwest), and State Highway 6 (about 8.75 miles to the southwest). Other main thoroughfares in the area include State Route 199 (about 2.75 miles to the west) and US Route 23 (about 4 miles to the east). Most commercial development is occurring to the southwest of the subject in the City of Bowling Green, to the southeast of the subject in the City of Fremont, and to the north of the subject in Perrysburg and the City of Toledo. Access to the subject site is considered average for a rural location.

According to the Site to Do Business website, the subject's area, which includes Freedom Township and Pemberville, had a 2019 population of 2,827 persons. The population increased at an annual rate of 0.39% from 2010-2019 and is expected to increase at an annual rate of 0.39% over the next five years (2019-2024). The median household income for the area in 2019 was \$71,741, and the average household income was \$79,276. Also, according to the Site to Do Business, there are currently 1,124 housing units. Please see below and the following page for additional information from the Site to Do Business.



## Executive Summary

Freedom township, OH  
Freedom township, OH (3917328756)  
Geography: County Subdivision

Martin + Wood Appraisal Group

	Freedom towns...
<b>Population</b>	
2000 Population	2,714
2010 Population	2,727
2019 Population	2,827
2024 Population	2,882
2000-2010 Annual Rate	0.05%
2010-2019 Annual Rate	0.39%
2019-2024 Annual Rate	0.39%
2019 Male Population	48.9%
2019 Female Population	51.1%
2019 Median Age	43.4

In the identified area, the current year population is 2,827. In 2010, the Census count in the area was 2,727. The rate of change since 2010 was 0.39% annually. The five-year projection for the population in the area is 2,882 representing a change of 0.39% annually from 2019 to 2024. Currently, the population is 48.9% male and 51.1% female.

<b>Households</b>	
2019 Wealth Index	91
2000 Households	1,017
2010 Households	1,024
2019 Total Households	1,060
2024 Total Households	1,081
2000-2010 Annual Rate	0.07%
2010-2019 Annual Rate	0.37%
2019-2024 Annual Rate	0.39%
2019 Average Household Size	2.66

The household count in this area has changed from 1,024 in 2010 to 1,060 in the current year, a change of 0.37% annually. The five-year projection of households is 1,081, a change of 0.39% annually from the current year total. Average household size is currently 2.66, compared to 2.66 in the year 2010. The number of families in the current year is 770 in the specified area.





## Executive Summary

Freedom township, OH  
Freedom township, OH (3917328756)  
Geography: County Subdivision

Martin + Wood Appraisal Group

	Freedom towns...
<b>Mortgage Income</b>	
2019 Percent of Income for Mortgage	12.2%
<b>Median Household Income</b>	
2019 Median Household Income	\$71,741
2024 Median Household Income	\$80,634
2019-2024 Annual Rate	2.36%
<b>Average Household Income</b>	
2019 Average Household Income	\$79,276
2024 Average Household Income	\$91,504
2019-2024 Annual Rate	2.91%
<b>Per Capita Income</b>	
2019 Per Capita Income	\$29,838
2024 Per Capita Income	\$34,511
2019-2024 Annual Rate	2.95%
<b>Households by Income</b>	
Current median household income is \$71,741 in the area, compared to \$60,548 for all U.S. households. Median household income is projected to be \$80,634 in five years, compared to \$69,180 for all U.S. households	
Current average household income is \$79,276 in this area, compared to \$87,398 for all U.S. households. Average household income is projected to be \$91,504 in five years, compared to \$99,638 for all U.S. households	
Current per capita income is \$29,838 in the area, compared to the U.S. per capita income of \$33,028. The per capita income is projected to be \$34,511 in five years, compared to \$36,530 for all U.S. households	
<b>Housing</b>	
2019 Housing Affordability Index	194
2000 Total Housing Units	1,054
2000 Owner Occupied Housing Units	819
2000 Renter Occupied Housing Units	198
2000 Vacant Housing Units	37
2010 Total Housing Units	1,099
2010 Owner Occupied Housing Units	813
2010 Renter Occupied Housing Units	211
2010 Vacant Housing Units	75
2019 Total Housing Units	1,124
2019 Owner Occupied Housing Units	803
2019 Renter Occupied Housing Units	257
2019 Vacant Housing Units	64
2024 Total Housing Units	1,143
2024 Owner Occupied Housing Units	834
2024 Renter Occupied Housing Units	247
2024 Vacant Housing Units	62
Currently, 71.4% of the 1,124 housing units in the area are owner occupied; 22.9%, renter occupied; and 5.7% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.4% are renter occupied; and 11.2% are vacant. In 2010, there were 1,099 housing units in the area - 74.0% owner occupied, 19.2% renter occupied, and 6.8% vacant. The annual rate of change in housing units since 2010 is 1.00%. Median home value in the area is \$179,054, compared to a median home value of \$234,154 for the U.S. In five years, median value is projected to change by 2.98% annually to \$207,360.	
<b>Data Note:</b> Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.	
<b>Source:</b> U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.	

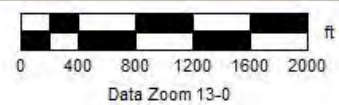
The subject is legally conforming, and no conversion/zoning change appears logical. Furthermore, the neighborhood in general is considered mostly stable as noted previously, which is projected to hold true over the next twelve to twenty-four months and based upon the interrelationship of the supply and demand for agricultural use facilities, as well as, recreational and residential uses in the subject's delineated market area. The overall marketability and competitive position of the subject is considered moderately favorable.



Data use subject to license.

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## An aerial photograph of a rural area with a grid of roads. A red pin is placed on a road labeled '4924-4998 Sugar Ridge Road'. A yellow arrow points from the word 'Subject' to this pin. Other labels on the map include 'Eastwood High School', 'Sugar Ridge Rd', 'Lucky Rd', 'Pemberville Rd', 'Elmore Rd', 'W Front St', 'Front St', 'Scotch Ridge Rd', and various route numbers like 105, 111, 266, 267, 269, 274, 277, 326, 328, 357, 361, 362, 16, 177, 199, 254, 262, 268, 270, 323, 10, 19, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812,

## **Highest & Best Use**

1. *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*
2. *The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)*
3. *[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)<sup>6</sup>*

## **Highest and Best Use, as Though Vacant**

*Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.<sup>7</sup>*

The subject property, “as is” consists of one parcel (Parcel #'s: D14-512-040000003500) totaling about 20.99-acres (per the Wood County Auditor's records) located at 0 Luckey Road, Pemberville (Freedom Township), OH. The entire site is slightly irregular in shape with approximately 260' of frontage on Luckey Road, and about 50' of frontage on Sugar Ridge Road. **However, as previously noted, the client has plans to purchase approximately 15.99 acres of vacant land of the larger parcel, which excludes the wooded area of the subject site. Therefore, we are valuing 15.99-acres of vacant land within the larger parcel as though the acreage was split from the larger parcel. This is considered a “hypothetical condition” as of the effective date of the appraisal. It is assumed any requested parcel splits would be granted by the township or county (extraordinary assumption). A copy of the proposed parcel split layout can be found earlier in the report.** According to the Freedom Township Zoning Department (Mr. Dan Kemner: 419-601-0978) and the Wood County Planning Commission, the subject is zoned A-1: Agricultural District. Permitted uses within the Agricultural District include agricultural uses, single-family dwelling, public facilities, along within some additional permitted and conditional uses (see addendum for a list of permitted and conditional uses). Hence, the subject property is considered a legal conforming use. The subject site has electric and does not have public water and sewer available to the site. **Please note, the school facility located across from the subject site has public sewers according to the Northwestern Water & Sewer District; however, the sewers extend to the east from the school and are not located along the subject site. A map provided by the Northwestern Water & Sewer District indicating the sewers can be found later in the report.**

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<sup>6</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “highest and best use” (Chicago: Appraisal Institute, 2015), PDF e-book.

<sup>7</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “highest and best use” (Chicago: Appraisal Institute, 2015), PDF e-book.



In addition, according to flood hazard map number 390809 0186D, effective September 2, 2011, the subject property is located in a low risk flood hazard district, referred to as zone X. The subject's topography is generally level, and according to the Wood County Auditor's records approximately 9.30-acres is tillable, and 5.06-acres is considered woodland, with 6.41-acres considered "surplus" according to the auditors.

The next step in the analysis is to consider the maximally productive use of the site and can be demonstrated financially feasible. As previously identified in the neighborhood analysis, the subject site is surrounded primarily by agricultural use and large-lot single-family, and institutional use properties. As noted earlier, the subject's immediate area is located in an area where there has been minimal residential, and nearly no commercial and industrial/warehouse development in the past 3 to 15 years. Therefore, it is concluded, after taking into consideration the physical characteristics, neighboring land uses, current zoning and other factors presented above and within this report, the highest and best use of the site, as though vacant, would be for agricultural use or some sort of permissible recreational or low-density residential related application, as proven feasible. It is noteworthy the most likely user of the subject property is local patron, with local buyer characteristics.

## **SUMMARY OF ANALYSIS AND VALUATION:**

### **Overview**

There are three approaches, which may be used to value a property:

- Cost Approach - value is estimated as the current cost of reproducing or replacing the improvements (including an appropriate entrepreneurial incentive or profit), minus the loss in value from depreciation, plus land value.
- Sales Comparison Approach – value is indicated by recent sales of comparable properties in the market.
- Income Capitalization Approach – value is indicated by a property's earning power, based on the capitalization of income.

One or more approaches to value may be used depending on which approaches are necessary to produce credible assignment results, given the intended use. Each of the three approaches use market derived data and each is normally interrelated, to some degree, with the other. For instance, estimates of accrued depreciation and external obsolescence, necessary within the cost approach, are frequently based upon conclusions found within the sales comparison or income approach. Alternatively, overall and equity capitalization rates, extracted from sales within the sales comparison approach, are normally also applied within the income approach.

Regardless of interrelationship of the various approaches, normally three, sometimes differing value indications, are produced. The final value estimate is then the result of reconciling the multiple indications and placing greatest emphasis upon those considered most appropriate to the appraisal problem at hand.

All three approaches to value were considered as previously noted, to the derive the opinion of Market Value in the fee simple interest, though based upon the scope of work requested and available market data to develop a supportable value opinion via the sales comparison approach, the income and cost approaches were not considered necessary to complete credible value opinion of the fee simple interest in the subject since it is vacant land.

## **SALES COMPARISON APPROACH:**

### **I. Introduction**

The sales comparison approach is based primarily upon the principle of substitution, which affirms that a prudent person will not pay more to rent or buy a property than that price at which an equally desirable property can be acquired. The application of this approach produces a value indication for a property, through comparison with similar properties, referred to as comparable sales. The sale prices of properties judged to be most comparable tend to set a range in which the value indication for the subject property falls. The sales comparison approach is normally applicable to all property types for which there are a sufficient number of recent, reliable transactions, to show the value patterns present in a market.

### **II. Procedure**

When applying the sales comparison approach, an appraiser follows a systematic procedure, whereby the comparable sales are adjusted to impute a value indication for the subject property.

The following steps are normal procedure:

- Research the market to obtain information about transactions and offerings of properties similar to the subject.
- Consult with necessary sources to determine if the obtained data are factually accurate and whether the transactions reflect arms-length market conditions.
- Determine relevant units of comparison and develop a comparative analysis for each unit.
- Compare the subject and comparable sales according to the elements of comparison and adjust the sale price of each comparable as appropriate or eliminate the property as a comparable.
- Reconcile the multiple value indications that result from the comparables into a single value calculation.

### **III. Units of Comparison**

Units of comparison are components into which the property may be divided for comparison purposes. Within the analysis, price per acre has been used for the property.

### **IV. Elements of Comparison**

Elements of comparison are the characteristics of properties and transactions that cause prices to vary. Adjustments are normally made to the price of each comparable property when the differences are quantifiable.

### **V. The Sales**

The presentation of the comparables on the following pages include the most recent similar sales in the subject's market area that the appraiser's research uncovered.

## LAND VALUE

The value of land is strongly influenced by its present or potential highest and best use.

Land value can be estimated with sales comparison, allocation, extraction, subdivision development analysis, land residual technique, or ground rent capitalization. The choice of methods depends on the available data and the nature of the problem.

This report utilized the Sales Comparison Approach to estimate land value. Units of comparison typically used are price per acre. In this method, we analyzed the prices buyers are paying for similar sites in the subject's area. Our value estimate was derived from the sale prices of comparable sites. In making comparisons, it was necessary to evaluate each comparable property. Sales were analyzed for: (1) **financing terms** which are above or below typical financing terms at the time of sale; (2) **conditions of sale** - atypical market conditions such as a family sale, special tax consideration, or other incentive; (3) **market conditions** - appreciation/ depreciation due to inflation, deflation, changing supply and demand or interest rate variances between the sale date and appraisal date; (4) **location** - overall differences between the comparable and the subject property, considering its overall and immediate location and its relative relationship between income, supply and demand, and desirability for the specific property type and zoning; (5) **physical characteristics** - of the land itself - topography, size, utilities, zoning, density, access, frontage, plottage, etc.

On the following pages are individual site sales and a summary of properties that were compared with the property appraised. The market data for vacant land sites before adjustments indicates a range of about \$5,051 to \$6,801 per acre. Following is our analysis.

**COMPARABLE LAND SALES SUMMARY TABLE**

<b>No.</b>	<b>Location</b>	<b>Sale Date</b>	<b>Price</b>	<b>Size in Acres</b>	<b>Price/ Acre</b>
1.	4500 Sugar Ridge Road	01/04/2016	\$145,000	28.710	\$5,051
2.	0 Fostoria Road	03/06/2019	\$103,440	17.240	\$6,000
3.	Devils Hole Road	04/27/2015	\$320,785	57.283	\$5,600
4.	0 Range Line Road	09/08/2015	\$200,000	31.490	\$6,351
5.	0 Douglas Road	01/13/2017	\$197,500	33.980	\$5,812
6.	0 Devils Hole	02/25/2016	\$146,132	21.487	\$6,801





## Land Sale No. 1



### Property Identification

<b>Record ID</b>	4714
<b>Property Type</b>	Agricultural, A100 Agricultural Vacant Land
<b>Address</b>	4500 Sugar Ridge Road, Pemberville, Wood County, Ohio 43450
<b>Location</b>	North side of Sugar Ridge Road, east of Luckey Road, and west of Lemoyne Road
<b>Tax ID</b>	U69-612-3300000015001
<b>Restrictions</b>	No unusual restrictions, reservations or exceptions noted
<b>School District</b>	Eastwood LSD
<b>MSA</b>	Toledo

### Sale Data

<b>Grantor</b>	Sara E Le Sheets
<b>Grantee</b>	Michael & Kathryn Chlebowski
<b>Sale Date</b>	January 04, 2016
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Assume cash to seller
<b>Sale History</b>	No prior arm's length transactions in the past three years
<b>Instrument/Type</b>	General Warranty Deed/Survivorship #201600038
<b>Verification</b>	Robert Bruning: Broker - Home Town Realty; (419) 287-4484, Other sources: Wood County Auditor's Records, MLS Listing Sheet (MLS #:5095823), Confirmed by Richard Bandelaria

<b>Sale Price</b>	\$145,000
<b>Cash Equivalent</b>	\$145,000

### **Land Sale No. 1 (Cont.)**

#### **Land Data**

<b>Zoning</b>	A, Agricultural District
<b>Topography</b>	Generally Level/Partially Wooded
<b>Utilities</b>	No public water & sewer
<b>Dimensions</b>	315' x 3,960'
<b>Shape</b>	Rectangular
<b>Flood Info</b>	Map #: 39173 0186D, Dated: 9/2/2011, Zone X
<b>Intended Use</b>	Agricultural/Residential
<b>Highest &amp; Best Use</b>	Agricultural
<b>Ingress/Egress</b>	Sugar Ridge Road
<b>Depth</b>	3,960

#### **Land Size Information**

<b>Gross Land Size</b>	28.710 Acres or 1,250,608 SF
<b>Net Land Size</b>	28.490 Acres or 1,241,024 SF, 99.23%
<b>Front Footage</b>	315 ft Total Frontage: 315 ft Sugar Ridge Road;

#### **Indicators**

<b>Sale Price/Gross Acre</b>	\$5,051
<b>Sale Price/Gross SF</b>	\$0.12
<b>Sale Price/Net Acre</b>	\$5,090
<b>Sale Price/Net SF</b>	\$0.12
<b>Sale Price/Front Foot</b>	\$460

#### **Remarks**

The property consists of one parcel totaling 28.71-acres. The site is located about 0.25-miles east of Eastwood Schools. According to the Wood County Auditor's records, the site has about 20.67-acres of tillable acreage, 6.82-acres of woodland, 1-acre for a homesite, and 0.22-acres of right-of-way. The purchaser of the site constructed a single-family home and outbuilding in 2016/2017 towards the front portion of the site.



## Land Sale No. 2



### Property Identification

<b>Record ID</b>	4717
<b>Property Type</b>	Agricultural, A100 Agricultural Vacant Land
<b>Address</b>	0 Fostoria Road, Pemberville, Wood County, Ohio 43450
<b>Location</b>	West side of Fostoria Road, north of Kahler Road, south of Elmore Road, east of Bradner Road, and west of Mountler Road
<b>Tax ID</b>	D14-512-010000038000
<b>Restrictions</b>	No unusual restrictions, reservations or exceptions noted
<b>School District</b>	Eastwood LSD
<b>MSA</b>	Toledo

### Sale Data

<b>Grantor</b>	Dale W. Corfman Successor Trustee
<b>Grantee</b>	Kathryn & Roger B. Burtchin
<b>Sale Date</b>	March 06, 2019
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Assume cash to seller
<b>Sale History</b>	No prior arm's length transactions in the past three years
<b>Instrument/Type</b>	Fiduciary Deed
<b>Verification</b>	Other sources: Wood County Auditor's Records, MLS Listing Sheet (MLS #:6033743), Confirmed by Richard Bandelaria
<b>Sale Price</b>	\$103,440
<b>Cash Equivalent</b>	\$103,440



## Land Sale No. 2 (Cont.)

### **Land Data**

<b>Zoning</b>	A, Agricultural District
<b>Topography</b>	Generally Level
<b>Utilities</b>	No public water & sewer
<b>Shape</b>	Irregular
<b>Flood Info</b>	Map #: 39173 0191D, Dated: 9/2/2011, Zone X
<b>Intended Use</b>	Agricultural
<b>Highest &amp; Best Use</b>	Agricultural
<b>Ingress/Egress</b>	Fostoria Road

### **Land Size Information**

<b>Gross Land Size</b>	17.240 Acres or 750,974 SF
<b>Net Land Size</b>	17.220 Acres or 750,103 SF, 99.88%
<b>Front Footage</b>	260 ft Fostoria Road;

### **Indicators**

<b>Sale Price/Gross Acre</b>	\$6,000
<b>Sale Price/Gross SF</b>	\$0.14
<b>Sale Price/Net Acre</b>	\$6,007
<b>Sale Price/Net SF</b>	\$0.14

### **Remarks**

The property consists of one parcel totaling 17.24-acres. Attempts to contact Ms. Lana Rife, broker with Key Realty Ltd. (419-344-9512) were not successful. All verification of data was from the Wood County Auditor's records and the broker's MLS sales listing sheet (MLS #: 6033743). According to the MLS listing sheet the site was tiled.

### Land Sale No. 3



#### **Property Identification**

<b>Record ID</b>	3782
<b>Property Type</b>	Agricultural, A100 Agricultural Vacant Land
<b>Address</b>	Devil's Hole Road, Troy Township, Wood County, Ohio 43443
<b>Location</b>	South side of Devil's Hole Rd. and east side of Pemberville Rd.
<b>Tax ID</b>	U69-612-350000008504
<b>Restrictions</b>	No unusual restrictions, reservations or exceptions noted
<b>School District</b>	Eastwood
<b>Date Inspected</b>	08/17/2017

#### **Sale Data**

<b>Grantor</b>	Terri L. Swartz
<b>Grantee</b>	Jim L. Cajka and John W. Cajka
<b>Sale Date</b>	April 27, 2015
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Conventional - Ag Credit Agricultural Credit Assoc. - \$160,000
<b>Sale History</b>	No sales in prior 3 years
<b>Instrument/Type</b>	Warranty Deed #201504935
<b>Verification</b>	Kelley Knitz (Listing & Selling Agent); (419) 720-5600, July 11, 2017; Other sources: MLS & Public Records, Confirmed by Sean Farmer
<b>Sale Price</b>	\$320,785
<b>Cash Equivalent</b>	\$320,785

### **Land Sale No. 3 (Cont.)**

#### **Land Data**

<b>Zoning</b>	A-1, Agricultural
<b>Topography</b>	Mostly Level
<b>Utilities</b>	No public water or sewer available at the site
<b>Dimensions</b>	See Plat
<b>Shape</b>	Irregular
<b>Flood Info</b>	Panel #390809 0180D, Zone X, 09/02/2011
<b>Intended Use</b>	Agricultural
<b>Highest &amp; Best Use</b>	Agricultural
<b>Ingress/Egress</b>	Devil's Hole Rd. & Pemberville Rd. (full motion access)

#### **Land Size Information**

<b>Gross Land Size</b>	57.283 Acres or 2,495,247 SF
<b>Net Land Size</b>	56.400 Acres or 2,456,784 SF, 98.46%
<b>Front Footage</b>	1,270 ft Total Frontage: 843 ft Devil's Hole Road; 427 ft Pemberville Road;

#### **Indicators**

<b>Sale Price/Gross Acre</b>	\$5,600
<b>Sale Price/Gross SF</b>	\$0.13
<b>Sale Price/Net Acre</b>	\$5,688
<b>Sale Price/Net SF</b>	\$0.13
<b>Sale Price/Front Foot</b>	\$253

#### **Remarks**

Per Kelley Knitz, listing and selling agent, the site contained some tiling but needed to be tiled better because it held water. Because of that, the site was price lower. The site is approximately 99% tillable.

## Land Sale No. 4



### Property Identification

<b>Record ID</b>	3740
<b>Property Type</b>	Agricultural/Recreational, A100 Agricultural Vacant Land
<b>Address</b>	0 Range Line Road, Weston, Wood County, Ohio 43569
<b>Location</b>	Northwest side of Range Line Road and Euler Road, north of Sand Ridge Road, south of US-Highway 6, east of Otsego Pike and west of Potter Road
<b>Tax ID</b>	X77-509-250000043000
<b>Restrictions</b>	No unusual deed restrictions, reservations, or exceptions noted.
<b>School District</b>	Otsego LSD
<b>MSA</b>	Toledo

### Sale Data

<b>Grantor</b>	Steven S. Kaltenbach
<b>Grantee</b>	Bruce W. Wetzler
<b>Sale Date</b>	September 08, 2015
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Conventional - Cash to Seller
<b>Sale History</b>	No prior arm's length transactions within the past three years
<b>Verification</b>	Tim Westhoven: Broker - AA Green Realty, Inc.; 419-409-1000, September 05, 2019; Other sources: Wood County Auditor's Records, MLS Listing Sheet (MLS #: 5084416), Confirmed by Richard Bandelaria
<b>Sale Price</b>	\$200,000
<b>Cash Equivalent</b>	\$200,000



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

#### **Land Data**

<b>Zoning</b>	A, Agricultural District
<b>Topography</b>	Mostly Level
<b>Utilities</b>	Electricity (No public water & sewer)
<b>Shape</b>	Irregular
<b>Landscaping</b>	Partially wooded/Pond
<b>Flood Info</b>	390809 0250D, Zone X, Date: 9/2/2011
<b>Intended Use</b>	Agricultural/Recreational
<b>Highest &amp; Best Use</b>	Agricultural/Recreational
<b>Ingress/Egress</b>	Range Line Road & Euler Road

#### **Land Size Information**

<b>Gross Land Size</b>	31.490 Acres or 1,371,704 SF
<b>Net Land Size</b>	30.440 Acres or 1,325,966 SF, 96.67%

#### **Indicators**

<b>Sale Price/Gross Acre</b>	\$6,351
<b>Sale Price/Gross SF</b>	\$0.15
<b>Sale Price/Net Acre</b>	\$6,570
<b>Sale Price/Net SF</b>	\$0.15

#### **Remarks**

The property in the western portion of Wood County. The site consists of a total of 31.49-acres with about 5.46-acres of woodland, 24.98-acres tillable, and 1.05-acres of right-of-way.

According to the USDA soil map, the site consists of 46.3% Wauseon Fine Sandy Loam, 30.2% Mermill-Aurand Complex, 13.4% Ottokee-Spinks Loamy Fine Sand, 5.3% Rimer & Tedrow Till Substratum Loamy Fine Sands, and 4.7% Mermill Find Sandy Loam.

There is a 0.50-acre clay-lined pond that is 15' to 20' deep at the deepest point. According to Mr. Westhoven, the sale was arm's length with no concessions involved. The site was purchased to be used as a park.

## Land Sale No. 5



### Property Identification

<b>Record ID</b>	3764
<b>Property Type</b>	Agricultural, A100 Agricultural Vacant Land
<b>Address</b>	0 Douglas Road, Bradner, Wood County, Ohio 43406
<b>Location</b>	NE corner of Douglas Road at Pemberville Road
<b>Tax ID</b>	L46-412-110000007002
<b>Longitude, Latitude</b>	W-83.455723, N41.324203
<b>Restrictions</b>	None known
<b>School District</b>	Lakota LSD
<b>MSA</b>	Toledo
<b>Market Type</b>	Northwest Ohio

### Sale Data

<b>Grantor</b>	Stinehart Marvin Successor Co Trustee et al. Alexander Mark L Trustee
<b>Grantee</b>	Alexander Mark L Trustee
<b>Sale Date</b>	January 13, 2017
<b>Deed Book/Page</b>	V. 3502, P. 581 OR
<b>Property Rights</b>	Fee Simple
<b>Marketing Time</b>	20 Days on market
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Cash
<b>Sale History</b>	No 3-year sales
<b>Instrument/Type</b>	Trustee's Deed Inst. No. 201700535
<b>Verification</b>	Judy Lamberjack, Lamcor Realty, Listing Broker; 419-421-7582, June 26, 2017; Wood County Auditor, Other sources: Wood County Recorder, Heartland MLS, Confirmed by Kim Schaefer
<b>Sale Price</b>	\$197,500 LP \$207,000 (95% SP:LP Ratio)
<b>Cash Equivalent</b>	\$197,500

## Land Sale No. 5 (Cont.)

### **Land Data**

<b>Zoning</b>	None, Unzoned
<b>Topography</b>	Level
<b>Utilities</b>	Electric/ No public water & sewer
<b>Dimensions</b>	1,275 x 1,120
<b>Shape</b>	Irregular
<b>Landscaping</b>	None
<b>Flood Info</b>	390809 0305D Zone X, 09-02-2011
<b>Intended Use</b>	Farming
<b>Highest &amp; Best Use</b>	Agricultural
<b>Ingress/Egress</b>	Pemberville, Douglas and Caldwell; all full motion access

### **Land Size Information**

<b>Gross Land Size</b>	33.980 Acres or 1,480,169 SF 1.680 Acres or 73,181 SF, 4.94% ROW 26.030 Acres or 1,133,867 SF, 76.60% Tillable 6.270 Acres or 273,121 SF, 18.45% Tillable
<b>Front Footage</b>	1,120 ft Pemberville Road; 1,275 ft Douglas Road; 425 ft. Caldwell Road;

### **Indicators**

<b>Sale Price/Gross Acre</b>	\$5,812
<b>Sale Price/Gross SF</b>	\$0.13
<b>Sale Price/ Acre</b>	\$117,559
<b>Sale Price/ SF</b>	\$2.70

### **Remarks**

This sale was part of a liquidation of an estate. The transaction was an arm's length sale of 33.98 acres of farmland located west of Bradner, Ohio. There were no concessions. The property was marketed in the MLS for 20 days and had an escrow period of 38 days. This parcel was part of a large estate that had been divided into trusts for the surviving children of the deceased. The sale was not a liquidation sale but one beneficiary deciding to sell a portion of his share.

According to Judy Lamberjack, the field was not tiled and was used for rotated row crops. Actual yields were unknown.

Soil Types -% of land:/ Yields Corn: Beans Bushels per acre

HoA - 65.3%/167: 52

OtB - 21.6%/110: 33

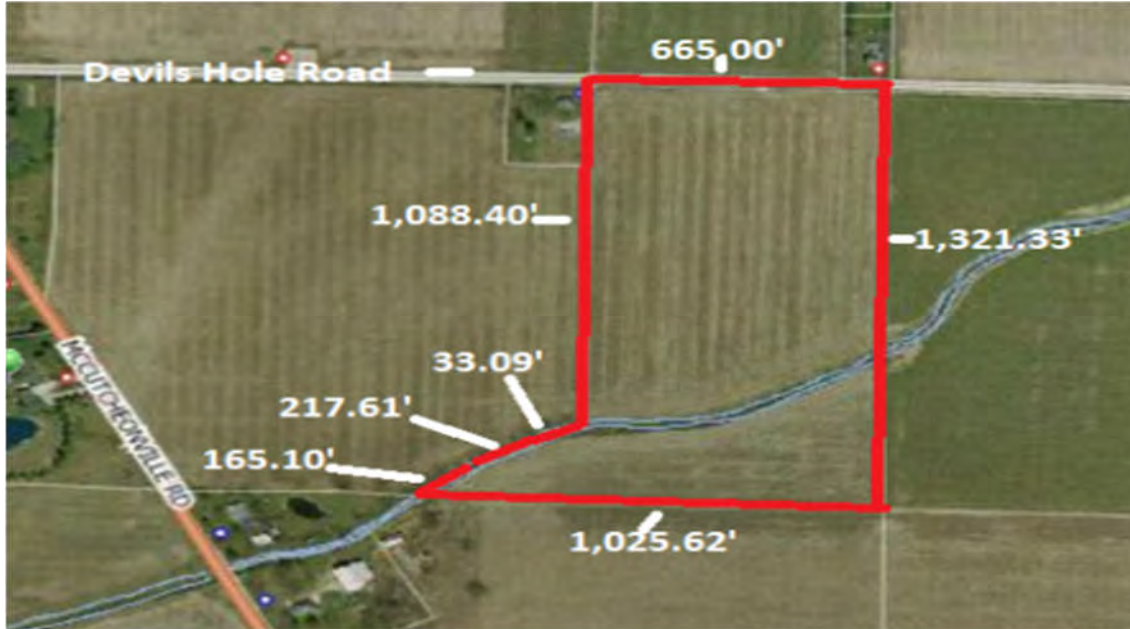
RfA - 1.7%/130: 41

SdA - 2.1%/ 124: 40

SdB - 0.4%/120: 36

Soil types, breakdown and yields are from USDA Web Soil Survey 06/27/2017.

## Land Sale No. 6



### Property Identification

<b>Record ID</b>	3825
<b>Property Type</b>	Agricultural, A100 Agricultural Vacant Land
<b>Address</b>	0 Devils Hole, Webster Township, Wood County, Ohio 43450
<b>Location</b>	South side of Devils Hole Road between McCutcheonville Road & Caris Road
<b>Tax ID</b>	W75-611-360000002002
<b>Restrictions</b>	No unusual restrictions, reservations or exceptions noted.
<b>School District</b>	Eastwood LSD
<b>Date Inspected</b>	8/17/2017

### Sale Data

<b>Grantor</b>	Douglas A. & Jana D. VanVorhis
<b>Grantee</b>	Russell Hay, LLC
<b>Sale Date</b>	February 25, 2016
<b>Deed Book/Page</b>	Vol. 3424, P. 1088
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Cash
<b>Sale History</b>	No other arm's length sales within the last 5 years.
<b>Instrument/Type</b>	General Warranty Deed #201602459
<b>Verification</b>	John Russell - Grantee; (419) 466-7945, August 16, 2017; Other sources: Public Records, Confirmed by Mike Ducey

<b>Sale Price</b>	\$146,132
<b>Cash Equivalent</b>	\$146,132



## Land Sale No. 6 (Cont.)

### **Land Data**

<b>Zoning</b>	A: Agricultural
<b>Topography</b>	Mostly Level
<b>Utilities</b>	Electric/No public water & sewer
<b>Dimensions</b>	See Plat
<b>Shape</b>	Irregular
<b>Flood Info</b>	Panel #390809 0160D, Zone x, 9/2/2011
<b>Intended Use</b>	Agriculture
<b>Highest &amp; Best Use</b>	Agriculture
<b>Ingress/Egress</b>	Devils Hole Road (full motion access)

### **Land Size Information**

<b>Gross Land Size</b>	21.487 Acres or 935,974 SF
<b>Net Land Size</b>	21.029 Acres or 916,023 SF, 97.87%
<b>Front Footage</b>	665 ft Total Frontage: 665 ft Devils Hole Rod;

### **Indicators**

<b>Sale Price/Gross Acre</b>	\$6,801
<b>Sale Price/Gross SF</b>	\$0.16
<b>Sale Price/Net Acre</b>	\$6,949
<b>Sale Price/Net SF</b>	\$0.16
<b>Sale Price/Front Foot</b>	\$220

### **Remarks**

According to John Russell, grantee, the seller was out of state and motivated and the rear portion of the site has limited access due to a creek. Therefore, in Mr. Russell's opinion he purchased the site at about \$1,000 per acre below market; however, the actual purchase price appears to be at market. Therefore no adjustments were made to the sale price. The site has 1.005 Acres HgA waste and 20.068 Acres HgA tillable.

**0 LUCKEY ROAD**  
**PEMBERVILLE (FREEDOM TOWNSHIP), OH**  
*Land Sales Comparison Grid*

Item	Subject	Sale #1		Sale #2		Sale #3		Sale #4		Sale #5		Sale #6		
Address	0 Luckey Road Pemberville (Freedom Twp.), OH	4500 Sugar Ridge Road Pemberville (Troy Twp.), OH		0 Fostoria Road Pemberville (Freedom Twp.), OH		0 Devils Hole Road Pemberville (Troy Twp.), OH		0 Range Line Road Weston (Weston Twp.), OH		0 Douglas Road Bradner (Montgomery Twp.), OH		0 Devils Hole Road Pemberville (Webster Twp.), OH		
Sale Price		\$145,000		\$103,440		\$320,785		\$200,000		\$197,500		\$146,132		
Additional Adjust (Razing Cost/Terms)	None	\$0		\$0		\$0		\$0		\$0		\$0		
Price per Acre	TBD	\$5,051		\$6,000		\$5,600		\$6,351		\$5,812		\$6,800		
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple		
Financing	Cash to Seller	Cash to Seller		Cash to Seller		Cash to Seller		Cash to Seller		Cash to Seller		Cash to Seller		
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length		Arm's Length		Arm's Length		Arm's Length		
Market Conditions	9/5/2019	1/4/2016		3/6/2019		4/27/2015		9/8/2015		1/13/2017		2/25/2016		
Transactional Per Acre Subtotal	N / A	\$5,051		\$6,000		\$5,600		\$6,351		\$5,812		\$6,800		
Location	Pemberville/Freedom Township Agricultural/Rural Res / Institutional	Pemberville/Troy Township Agricultural/Rural Res/Institutional Similar		Pemberville/Freedom Township Agricultural/Rural Residential Similar		Pemberville/Troy Township Agricultural/Rural Residential Similar		Weston/Weston Township Agricultural/Rural Residential Similar		Bradner/Montgomery Township Agricultural/Rural Residential Similar		Pemberville/Webster Township Agricultural/Rural Residential Similar		
Utilities	No Public Water & Sewer	No public water & sewer Similar		No public water & sewer Similar		No public water & sewer Similar		No public water & sewer Similar		No public water & sewer Similar		No public water & sewer Similar		
Land Size ( acres )	15.99	28.71 5%		17.24		57.28 10%		31.49 5%		33.98 5%		21.49		
Shape	Irregular	Rectangular/Narrow Inferior 10%		Irregular Similar		Irregular Similar		Irregular Similar		Irregular Similar		Irregular Similar		
Flood Zone	Zone X	Zone X Similar		Zone X Similar		Zone X Similar		Zone X Similar		Zone X Similar		Zone X Similar		
Zoning / Land Use	A-1: Agricultural District	A: Agricultural District Similar		A: Agricultural District Similar		A-1: Agricultural District Similar		A: Agricultural District Similar		Unzoned Similar		A: Agricultural District Similar		
Highest & Best Use	Agricultural	Agricultural/Rural Residential		Agricultural/Recreational		Agricultural/Recreational		Agricultural/Recreational		Agricultural		Agricultural/Rural Residential		
Amenities/Site Improvements	Typical	Partial Wood Typical		Typical		Typical		Partially Wood/Pond Typical		Typical		Typical		
Total Additive Adjustments		15%		0%		10%		5%		5%		0%		
Transactional Adjusted Price Per Acre		\$5,051		\$6,000		\$5,600		\$6,351		\$5,812		\$6,800		
Final Indicated Price Per Acre		\$5,809		\$6,000		\$6,160		\$6,669		\$6,103		\$6,800		
Indicated Value via The Sales Comparison Approach														
AVERAGE PRICE PER ACRE	\$6,257							15.99-Acres x	\$6,300	=		\$100,737		
MEDIAN PRICE PER ACRE	\$6,132							Indicated Value (SCA) -						\$100,000
MINIMUM PRICE PER ACRE	\$5,809													
MAXIMUM PRICE PER ACRE	\$6,800													

## CORRELATION OF MARKET DATA WITH THE SUBJECT SITE

### 15.99-Acres – Vacant Land

The vacant land sites reviewed and detailed on the previous pages provide an adequate cross-section of unit value to be expected for the subject property. Six comparables were analyzed for value estimates for the total property. All comparables are closed sales that transferred with fee simple property rights, conventional/cash equivalent and arm's length negotiations. These sales compare favorably in regard to physical traits such as size, utility, quality, functional appeal and desirability. The subject is a proposed 15.99-acre vacant site split from an 20.99-acre "larger parcel" site is zoned Agricultural District, and is located across from the Eastwood Schools.

The sales were utilized for agricultural purposes or purchased for rural residential or recreation purposes, and provide a cross section of vacant land sites in the Wood County area and Toledo Metropolitan market area like the subject, that bracket the subject in terms of size, utility and appeal.

The included comparable sales have provided an overall range of values from \$5,051 to \$6,801 per acre, with an average of about \$5,936 per acre, prior to adjustments. From a purely statistical point of view, the range of values provided an adjusted mean of \$6,113 per acre and a median of \$6,080 per acre. Although a strictly statistical analysis is seldom emphasized in appraisal work of this type, it does provide some relevant benchmarks for comparison purposes.

Comparable sales #1, #3, #4 and #5 were adjusted upward for size. Generally speaking, larger parcels/sites typically sell at a lower price per acre when all other factors are considered equal. Comparable sale #1 was adjusted upward for shape due to its long narrow shape within minimal road frontage.

These land sales received quantitative adjustments as discussed, in addition they were analyzed/compared on a qualitative basis (inferior, similar, superior to relation to the subject) as indicated on the following page.

RANKING ANALYSIS					
After Transactional Adjustments					
<u>Sale No.</u>	<u>Comparability</u>	<u>Sale Price</u>	<u>Date of Sale</u>	<u>Acres</u>	<u>Adjusted Price/ Acre</u>
6	Generally Similar	\$146,132	2/25/2016	21.49	\$6,800
<b>Subject</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>15.99</b>	<b>TBD</b>
2	Generally Similar	\$103,440	3/6/2019	17.24	\$6,000
4	Slightly Inferior	\$200,000	9/8/2015	31.49	\$6,351
5	Slightly Inferior	\$197,500	1/13/2017	33.98	\$5,812
3	Inferior	\$320,785	4/27/2015	57.28	\$5,600
1	Inferior	\$145,000	1/4/2016	28.71	\$5,051

After all adjustments were made, a range of \$5,809 to \$6,800 per acre was estimated with an average of about \$6,257 per acre. Taking into account the subject's size, general overall average rural location, available utilities, current zoning, amenities, and location across from Eastwood Schools, with all comparables generally being weighted equal towards value, a unit price range near the middle to upper-middle portion of the comparables adjusted range, say **\$6,300** per acre will be applied.

Thus, value is then calculated as follows:

**15.99 acres x \$6,300 per Acre = \$100,737      say    \$100,000 (Rounded)**

<i>Value Indication Via Sales Comparison Approach –</i>	<i>\$100,000 (Rounded)</i>
---------------------------------------------------------	----------------------------



**RECONCILIATION AND FINAL VALUE OPINION:**

All three approaches to value were considered for purposes of value estimation of the subject property.

**COST APPROACH.....NOT DEVELOPED**

**SALES COMPARISON APPROACH .....\$100,000**

**INCOME APPROACH.....NOT DEVELOPED**

**The Cost Approach** was not considered in this appraisal of vacant land.

**The Sales Comparison Approach** is based upon the value indicated by adjustments to recent sales of comparable properties in the marketplace. It is frequently considered the most reliable indicator of value, as it directly reflects prices currently being paid for comparable properties within the local market. This approach typically provides a highly supportable estimate of value for relatively homogeneous properties where adjustments are few and relatively simple to compute. In this case, the six land sales had a generally good degree of similarity and provide a reasonably narrow range of values. Therefore, the sales comparison approach was given all weight in the final value reconciliation.

**The Income Approach** is generally the preferred technique for appraising income-producing properties, such as investment properties, as it commonly reflects the investment rationale and strategies of the typical buyer more closely. Most of the data used in the income capitalization approach has already been adjusted by market factors, which reduces the insupportable, subjective content that occasionally minimizes the effectiveness of the other approaches. However, in this instance the sales comparison approach was considered the most relevant approach for the vacant land. Therefore, the income capitalization approach was not completed in this instance.

The opinion of market value(s) as stated below, is subject to the following specific assignment conditions in addition to the stated in the “Special Assumptions, Hypothetical Conditions and/or Considerations” section of the report.

Based on the analysis presented in the following report, it is our opinion that the **Market Value** of the **Fee Simple Interest** in the subject property, as if 15.99-acres were split from the “larger” parcel” (20.99± acres), as of September 5, 2019 was:

**\$100,000**  
**ONE HUNDRED THOUSAND**

*This appraisal report is for 100% real property, hence does not include any personal property, intangible value such as advantageous financing, and/or other non-realty components. Furthermore, implicit within this valuation is an exposure time of 12 to 48 months, which is believed reasonable for this type of property as it is presently used.*

## **ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS THAT AFFECT THE ANALYSES, OPINIONS, AND CONCLUSIONS:**

This report has been made with the following general assumptions:

1. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, the content of the report must be consistent with the intended use of the appraisal and, at a minimum; state the identity of the client and any intended users, by name or type, state the intended use of the appraisal, summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment, state the real property interest appraised, state the type and definition of value and cite the source of the definition, state the effective date of the appraisal and the date of the report, summarize the scope of work used to develop the appraisal, summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained, state the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal, when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion, clearly and conspicuously: state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results; and include a signed certification in accordance with Standards Rule 2-3. The appraiser is not responsible for unauthorized use of this report.
2. Any legal description or plats reported herein are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. We have made no survey of the property and assume no responsibility in connection with such matters.
3. The appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the appraiser or the appraiser's staff or was obtained or taken from referenced sources and is considered reliable. No responsibility is assumed for the costs of preparation or for arranging geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
4. No responsibility is assumed for matters legal in nature. Title is assumed to be good and marketable and in fee simple unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated.
5. Unless otherwise stated herein, it is assumed there are no encroachments or violations of any zoning or other regulations affecting the subject property and the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no trespasses or encroachments.

6. The appraiser assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
7. It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein.
8. It is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
9. Unless otherwise stated within the report, the depiction of the physical condition of the improvements described herein is based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made. No responsibility is assumed for hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during our inspection.
10. If building improvements are present on the site, no significant evidence of termite damage or infestation was observed during our physical inspection, unless so stated in the report. No termite inspection report was available, unless so stated in the report. No responsibility is assumed for hidden damages or infestation.
11. Any proposed or incomplete improvements included in this report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
12. No responsibility is assumed for hidden defects or for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
13. Responsible ownership and competent property management are assumed.
14. The appraisers assume no responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
15. The value estimates reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value estimates, unless such proration or division of interests is set forth in the report.
16. Any division of the land and improvement values estimated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.

17. Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment.
18. Unless otherwise stated, it is assumed that there is no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered; unless otherwise stated. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
19. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are our best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
20. Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
21. The appraiser is not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraisers are not qualified to detect such substances. The client is urged to retain an expert in this field.
22. We are not experts in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent endangered species impact studies, research, and investigation that may be provided.
23. No environmental impact studies were either requested or made in conjunction with this analysis. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, and investigation that may be provided.



24. The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
25. Neither all nor any part of the contents of this report or copy thereof shall be conveyed to the public through advertising, public relations, news, sales, or any other media, without the prior written consent and approval of the appraisers. This limitation pertains to any valuation conclusions, the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof.
26. Although the appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the appraiser either by the client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or estimates of value.
27. If this report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
28. The American Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
29. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk.

30. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
31. The right is reserved by the appraiser to make adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the appraiser or appraisers. The appraiser(s) shall have no responsibility for any unauthorized change(s) to the report.
32. If the client instructions to the appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
33. The submission of this report constitutes completion of the services authorized. It is submitted on the condition the client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, and judicial or administrative proceedings. In the event the appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the client immediately. The client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the estimate of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
34. Use of this appraisal report constitutes acknowledgement and acceptance of the general assumptions and limiting conditions, special assumptions (if any), extraordinary assumptions (if any), and hypothetical conditions (if any) on which this estimate of market value is based.
35. If provided, the estimated insurable value is included at the request of the client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The appraisers are not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The appraisers are not cost experts in cost estimating for insurance purposes.

### **Special Assumptions, Conditions and/or Considerations:**

1. The appraiser has assumed that all financial data and/or other supportive documents that was provided by the owner, client or other outside parties to be accurate/ true representation of the subject (extraordinary assumption).
2. The subject property, “as is” consists of one parcel (Parcel #: D14-512-040000003500) totaling about 20.99-acres of vacant land (per the Wood County Auditor’s records). However, the client has plans to purchase approximately 15.99 acres of vacant land of the larger parcel, which excludes the wooded area of the subject site. Therefore, we are valuing 15.99-acres of vacant land within the larger parcel as though the acreage was split from the larger parcel. This is considered a “hypothetical condition” as of the effective date of the appraisal.
3. It is assumed any requested parcel splits would be granted by the township or county (extraordinary assumption).

**Extraordinary Assumption:** *“An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.”*<sup>8</sup>

**Hypothetical Condition:** *“1. A condition that is presumed to be true when it is known to be false. (SVP) 2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.”*<sup>9</sup>

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<sup>8</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “extraordinary assumptions” (Chicago: Appraisal Institute, 2015), PDF e-book.

<sup>9</sup> Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “hypothetical condition” (Chicago: Appraisal Institute, 2015), PDF e-book.

**CERTIFICATION:**

I certify that, to the best of my knowledge and belief:

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



Kenneth P. Wood, Appraiser



**CERTIFICATION:**

I hereby certify that I personally viewed the subject property, considered the factors affecting its valuation, and have formed an opinion of value together with Kenneth Wood of a specified amount as of a specified time. Except as otherwise noted in this report, I hereby certify that to the best of my knowledge and belief:

1. I, Richard Bandelaria, have viewed the property. To the best of my knowledge and belief, the statements of fact contained in this report, upon which the analysis, opinions and conclusions are based, are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, (imposed by the nature of the assignment or the undersigned) and is my personal, impartial and unbiased professional analysis, opinions and conclusions.
3. I have no present or prospective future interest in the property that is the subject of this report, and no personal interest with respect to the parties involved with this assignment.
4. I have no bias with respect to the property that is the subject of this appraisal report or the parties involved.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute and the Appraisal Foundation, which include the Uniform Standards of Professional Appraisal Practice.
8. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
9. No one other than the undersigned and Kenneth Wood provided significant professional assistance to the person signing this report.
10. I am presently licensed by the State of Ohio as an Assistant Real Estate Appraiser through October 14, 2019; License/Certification No. 2009003696.



Richard Bandelaria

## **ADDENDUM**

<b>EXHIBIT A:</b>	<b>SUBJECT PROPERTY DATA</b>
<b>EXHIBIT B:</b>	<b>ZONING INFORMATION</b>
<b>EXHIBIT C:</b>	<b>QUALIFICATIONS &amp; DISCLOSURE STATEMENTS</b>
<b>EXHIBIT D:</b>	<b>ENGAGEMENT LETTER</b>

**EXHIBIT A**

# Wood County, Ohio - Property Record Card, Page 1

## Parcel: D14-512-040000003500

### GENERAL PARCEL INFORMATION

Owner: HUBER ROBERT & VAN STAADEN MOIRA J  
 Property Address: 0 LUCKEY RD  
 Mailing Address: 5470 LARCHWOOD LANE  
 TOLEDO OH 43614  
 Land Use: 101 - CASH - GRAIN OR GENERAL FARM  
 Neighborhood: 02100  
 School District: EASTWOOD LSD  
 Total Acres: 20.99  
 Legal Description: IRRG 20.99A PT COM 1840'N W 1/4 PST

### VALUATION

	Assessed
Land Value	\$93,700.00
Improvements Value	\$4,600.00
CAUV Value	\$47,490.00
Taxable Value	\$18,230.00

### MAP



### SALES

Date	Buyer	Seller	Price
2/1/2013	HUBER ROBERT & VAN MARSH MICHAEL J	MARSH MICHAEL J	\$0.00
2/1/2013	MARSH MICHAEL J	MARSH MICHAEL J	\$0.00

### AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
A5 - Tillable	O - Other	CONS	9.3	2140
A0 - Row	O - Other	HgA	0.22	0

### TAX

	1st Half	2nd Half
Charge:	\$597.49	\$597.49
Credit:	(\$162.14)	(\$162.14)
Rollback:	(\$38.12)	(\$38.12)
Reduction:	\$0.00	\$0.00
Homestead:	\$0.00	\$0.00
Sales Credit:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
Penalties/Adjustments:	\$0.00	\$0.00
Delinquencies:	\$0.00	\$0.00
Net Owed:	\$794.46	\$794.46
Net Paid:	(\$794.46)	(\$794.46)
Net Due:	\$0.00	\$0.00

### PAYMENTS

Payment Date	Prior Paid	First Half Paid	Second Half
2/13/2019	\$0.00	\$0.00	\$397.23
2/13/2019	\$0.00	\$397.23	\$0.00
1/29/2018	\$0.00	\$819.20	\$0.00
1/29/2018	\$0.00	\$0.00	\$819.20
1/29/2018	\$0.00	\$29.99	\$0.00
1/29/2018	\$0.00	\$0.00	\$29.98
2/2/2017	\$0.00	\$444.94	\$0.00
2/2/2017	\$0.00	\$32.24	\$0.00
2/2/2017	\$0.00	\$0.00	\$32.24
2/2/2017	\$0.00	\$0.00	\$444.94
2/18/2016	\$0.00	\$0.00	\$32.24



Wood County, Ohio - Property Record Card, Page 2  
Parcel: D14-512-040000003500  
Card: 1

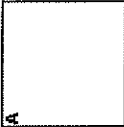
GENERAL PARCEL INFORMATION

Owner HUBER ROBERT & VAN STAADEN MOIRA J  
Property Address 0 LUCKEY RD  
Mailing Address 5470 LARCHWOOD LANE  
TOLEDO OH 43614  
Land Use 101 - CASH - GRAIN OR GENERAL FARM  
Neighborhood 02100  
School District EASTWOOD LSD  
Total Acres 20.99  
Legal Description IRRG 20.99A PT COM 1840N W 1/4 PST

RESIDENTIAL

SKETCH

Scale: 1" = 50'   
A 01



IMPROVEMENTS

Description	Year Built	Dimensions	Area	Value
Gazebo Frame - 76	2009	265x1	265	\$4,370.00

COMMERCIAL

ADDITIONS

**EXHIBIT B**

## **ARTICLE VI. CLASSIFICATIONS OF USES WITHIN THE DISTRICT**

The permitted and conditional uses for each district are indicated below. Uses not specifically listed or interpreted by the Board of Zoning Appeals to be included categorically under this Article shall not be permitted except by amendment to this Resolution.

### **I. Uses in A-1 Agricultural District:**

- A. Permitted Uses.
  - 1. Any agricultural uses
  - 2. Single-family dwelling
  - 3. Public service facilities
  - 4. Essential services
  - 5. Accessory uses
  - 6. Roadside stands as specified in Article XV
- B. Conditional Uses Requiring Board Approval
  - 1. Recreational facilities
  - 2. Cemeteries
  - 3. Specialized animal raising and care
  - 4. Oil and gas wells
  - 5. Airports/runways
  - 6. Outdoor advertising as specified in Article XII
  - 7. Mobile homes as specified in Article XIV
  - 8. Structure for the temporary housing and shelter of seasonal agricultural laborers as specified in Article XI.
  - 9. Municipal sewage disposal or storage
  - 10. Semi-public uses
  - 11. Special care dwelling
  - 12. Public use
  - 13. Two-family dwelling as specified in Article XX
  - 14. Home Occupation

### **II. Uses in S-1 Special Area:**

- A. Permitted Use.
  - 1. Any agricultural use
  - 2. Parks
  - 3. Public service facilities
  - 4. Essential services
  - 5. Accessory uses
  - 6. Specialized animal raising and care
- B. Conditional Uses Requiring Board Approval.

## **EXHIBIT C**



# **QUALIFICATIONS OF J. RICHARD BANDELARIA**

## **PROFESSIONAL EXPERIENCE**

- 12/2011 – Present Martin + Wood Appraisal Group, Ltd.
- 08/2002 – 12/2011 The William Fall Group – Real Estate Valuation Services
- 02/2000 – 08/2002 The Andersons, Inc.
- 12/1999 – 01/2000 Beverage Equipment Supply Company
- 03/1984 – 12/1999 The Andersons, Inc.

## **ACADEMIC BACKGROUND**

- The University of Toledo – 1983-1988 (Bachelors of Business Administration)
- St. Johns Jesuit High School – Toledo, OH – 1979-1983

## **CERTIFICATION AND LICENSING**

- Registered Real Estate Appraiser Assistant - #2009003696 (Expires 10/14/2019)

## **PROFESSIONAL ASSOCIATIONS**

- Board Member – Special Commission on Relief & Education (SCORE)

## **COURSES AND SEMINARS**

- General Appraiser Sales Comparison Approach Appraisal Institute
- General Appraiser Report Writing & Case Studies Appraisal Institute
- General Appraiser Site Valuation & Cost Approach Appraisal Institute
- General Appraiser Market Analysis & Highest & Best Use Appraisal Institute
- Real Estate Finance Statistics & Valuation Appraisal Institute
- Subdivision Valuation Appraisal Institute
- The Appraisal of Medical Office Buildings Appraisal Institute
- The Income Approach – Overview McKissock
- The Appraisal of Complex Properties McKissock
- Subdivision Evaluation McKissock
- Land and Site Valuation McKissock
- Analyzing Operating Expenses Appraisal Institute
- Analyzing Tenant Credit & Lease Analysis Appraisal Institute
- USPAP 7-Hour Update (2018-2019) AI / McKissock
- Commercial Appraisal Engagement & Review Appraisal Institute
- Bank Reviewer Round Table Appraisal Institute
- Market Analysis – Site to Do Business Appraisal Institute

- Fair Housing
- Course 410: National USPAP Course
- Legal Strategies of Acquisition
- Course 120: Appraisal Procedures
- Course 110: Appraisal Principals

Terra Comm. College  
Appraisal Institute  
Appraisal Institute  
Appraisal Institute  
Appraisal Institute

### **CROSS SECTION OF APPRAISAL/ANALYSIS WORK**

- Residential Subdivision Analysis
- Residential / Multi-Family / Subdivision Land
- Commercial/Industrial/Business Park Analysis
- Apartment Buildings
- Industrial Buildings
- Office Buildings
- Commercial Buildings
- Flex Facilities
- Mixed-Use Facilities
- Commercial / Industrial Land
- Agricultural Land
- Agricultural/conservation Easements
- Concrete Batching Facilities
- Self-Storage Facilities
- Mobile Home Parks
- Marinas
- Golf Courses
- Gas Stations
- Automotive Service Facilities
- Agricultural Properties
- Residential Properties
- Litigation Support
- Market Rent Study

## **OHIO DEPARTMENT OF COMMERCE**

### **DIVISION OF REAL ESTATE & PROFESSIONAL LICENSING**

**AN APPRAISER LICENSE/CERTIFICATE**  
**has been issued under ORC Chapter 4763 to:**

**NAME: Joseph Richard Bandelaria**

**LIC/CERT NUMBER: 2009003696**

**LIC LEVEL: Registered Real Estate Appraiser Assistant**

**CURRENT ISSUE DATE: 10/12/2018**

**EXPIRATION DATE: 10/14/2019**

**USPAP DUE DATE: 10/14/2020**

## **QUALIFICATIONS OF KENNETH P. WOOD**

### **General Education**

Graduated from the University of Toledo, Bachelor of Business Administration, June 1990; graduated from Whitmer High School, June 1985.

### **Appraisal Experience**

2000-Present *Martin + Wood Appraisal Group, Ltd.* President and 100% owner of a full service appraisal firm that has a staff of 31 full time employees (including 23 appraisers). *Martin + Wood Appraisal Group, Ltd.* was formed October 6, 2000 after the acquisition of Martin Appraisal Service, a 35 year old appraisal firm that was founded by Robert O. Martin. In 2003, Town & Country Appraisers was acquired by Martin + Wood Appraisal Group, Ltd.

Since 1965 the company has completed over 375,000 appraisals and is on the approved appraiser's list of over 1,000 banks, credit unions, insurance companies, government agencies, and relocation companies throughout Northwest Ohio and the United States. Area of specialization is in commercial, industrial, residential, and special purpose properties for financing, litigation support, easements, right-of-ways, relocations, tax questions, probate court, estates, investments, RTC evaluations, and private and public consulting. Various assignments completed within the last year include: office buildings, apartments, mobile home parks, shopping centers, truck terminals, warehouses, various industrial properties, automotive centers, restaurants, health clubs, motels, vacant land, park land, proposed subdivisions, golf courses, cellular towers, churches, 1-4 family residences and special purpose properties. The value range for single family residential properties appraised is between \$0 and \$9,500,000 and commercial/industrial properties from \$0 to \$51,000,000. **Additional info at [www.martin-woodappraisal.com](http://www.martin-woodappraisal.com)**

### **TEACHING EXPERIENCE**

Real Estate Instructor at The University of Findlay (1996 to 1998), Stautzenberger College (1994-2001) and Toledo Board of Realtors (2001 to present).

### **EXPERT WITNESS TESTIMONY**

Has testified in court as an expert and technical witness for the purpose of establishing values of easements, eminent domain cases, bankruptcy, divorces, and ad valorem. Has testified as an expert witness in Lucas, Wood, Ottawa, Richland, and Allen County courts.

### **SPEAKING ENGAGEMENTS**

Guest speaker at Toledo Bar Association (ad valorem appraisals, tax appeal hearings, and state and federal appraisal regulations), University of Toledo (commercial real estate appraising), Toledo Board of Realtors (FHA/HUD Appraising, Market Trends, and Appraisal Basics for New Realtors), City of Toledo (public hearings for new Jeep site acquisition and City of Toledo Hazard Mitigation Program), and Toledo-Lucas County Plan Commissions (historic districts and

### *Qualifications Continued...*

feasibility studies). Mortgage Banker's Association (Real Estate Trends and Home Valuation Code of Conduct), Home Builder's Association (Building Green and Energy Efficient Mortgages), Navigating Business Space (Annual Company Meeting), and continuing education (ReMax Preferred Associates, Danberry Realtors, and Loss Realty).

### AFFILIATIONS

Certified General Real Estate Appraiser by the State of Ohio (#408942) and State of Michigan (#1201008336). Ohio Department of Transportation Appraiser #021075.

Affiliate member of Home Builder's Association, Toledo Board of Realtors, Monroe County Board of Realtors, Worldwide Employee Relocation Council, Toledo Chamber of Commerce, & Sylvania Chamber of Commerce, Appraisal Institute, and International Right of Way Association.

Former treasurer and board member for Mortgage Banker's Association of Northwest Ohio, 2008 co-chair for United Way Community Building Event, currently a board member of the Toledo Area Small Business Association/Chamber of Commerce, committee chair for "Game Changers" at Toledo Board of Realtors, currently a member of the Business Advisory Committee for Lucas County Auditor, Anita Lopez.

Approved appraiser by Ohio Department of Transportation, Ohio Attorney General's Office, Lucas County Engineer's Office, Toledo-Lucas County Port Authority, US Department of Housing and Urban Development, Wood County Engineer's Office, City of Toledo, Lucas County Commissioners, Ohio Department of Natural Resources, City of Sylvania, Erie County Engineer's Office, Lucas County Probate Court, et al.

1999-2002    The Ken Wood Valuation Group, Ltd.    Owner of appraisal and consulting firm specializing in right of way appraisals for government agencies.

1991-1999    Martin Appraisal Service.    Served as field and review appraiser.

1988-1991    Appraisal Associates.    Served as a field appraiser.

### **Professional Education and Training**

Successfully completed the following Appraisal Institute courses and seminars:

Real Estate Appraisal Principles, Chapel Hill, NC, 1993

Real Estate Appraisal Procedures, Chapel Hill, NC, 1993

Standards of Professional Practice (A), Elkhart, IN, 1993

Standards of Professional Practice (B), Columbus, OH, 1993

Basic Income Capitalization, Cleveland, OH, 1994



General Applications, Columbus, OH, 1994  
Business Valuations I & II, Columbus, OH, 1995  
Advanced Income Capitalization, Indianapolis, IN, 1995  
Electronic Data Interchange Seminar, Toledo, OH, 1995  
Special Purpose Properties, Toledo, OH, 1995  
Litigation Skills, Cleveland, OH, 1998  
Condemnation Appraising, Columbus, OH, 1999  
FHA & Appraisal Process, Cleveland, OH, 1999  
Manufacturing Housing Seminar, Cleveland, OH, 2000  
Regression Analysis in Appraising, Cleveland, OH, 2001  
ODOT Seminar: Eminent Domain Methodology, Columbus, OH, 2001  
USPAP 2003, Cleveland, 2003  
**Various additional seminars (annually completes 15 hours of continued education)**

### APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12 ©

1. Name of Appraiser Kenneth P. Wood

2. Class of Certification/Licensure: ☒ Certified General  
☐ Licensed Residential  
☐ Temporary ☒ General ☐ Licensed

Certification/Licensure Number: 408942

3. Scope: This report ☒ is within the scope of my Certification or License.  
☐ is not within the scope of my Certification or License.

4. Service Provided by: ☒ Disinterested & Unbiased Third Party  
☐ Interested & Biased Third Party  
☐ Interested Third Party on Contingent Fee Basis

5. Signature of person preparing and reporting the appraisal



This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state licensed real estate appraiser.

State of Ohio  
Department of Commerce  
Division of Real Estate  
Appraiser Section  
Cleveland (216) 787-3100

**OHIO DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE & PROFESSIONAL LICENSING**

AN APPRAISER LICENSE/CERTIFICATE  
has been issued under ORC Chapter 4763 to:

NAME: **Kenneth P Wood**  
LIC/CERT NUMBER: 000408942  
LIC LEVEL: **Certified General Real Estate Appraiser**  
CURRENT ISSUE DATE: 10/15/2018  
EXPIRATION DATE: 11/09/2019  
USPAP DUE DATE: 11/09/2019

<small>GRACEY H. WHITMAN GOVERNOR</small>	<b>STATE OF MICHIGAN</b>	<b>P008449</b>
<b>DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS</b>		
<b>BUREAU OF PROFESSIONAL LICENSING</b>		
<b>CERTIFIED GENERAL APPRAISER LICENSE</b>		
 <b>KENNETH P WOOD</b>		
<b>LICENSE NO.</b> 1201006336	<b>EXPIRATION DATE</b> 07/31/2021	<b>AUDIT NO</b> 3425740
<small>THIS DOCUMENT IS VALIDATED UNDER THE SEAL OF THE STATE OF MICHIGAN</small>		

## Samantha Wagoner

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**From:** Ken Wood  
**Sent:** Tuesday, August 20, 2019 10:30 AM  
**To:** 'Elisabeth Anderson'  
**Cc:** Samantha Wagoner  
**Subject:** RE: Quote for Appraisal

Thanks Elisabeth, we'll proceed

### **Martin + Wood Appraisal Group, Ltd.**

Ken Wood, President

43 S. St. Clair Street  
Toledo, Ohio 43604

Office: 419-241-4998  
Fax: 419-241-5932  
Cell: 419-265-2203  
Email: [kwood@martin-woodappraisal.com](mailto:kwood@martin-woodappraisal.com)  
[www.martin-woodappraisal.com](http://www.martin-woodappraisal.com)



**From:** Elisabeth Anderson <[eanderson@blackswamp.org](mailto:eanderson@blackswamp.org)>  
**Sent:** Tuesday, August 20, 2019 8:25 AM  
**To:** Ken Wood <[KWood@martin-woodappraisal.com](mailto:KWood@martin-woodappraisal.com)>  
**Subject:** Re: Quote for Appraisal

Hi Ken,

That price sounds good. We'd like to go ahead and engage your service.

Thanks,  
Elisabeth

On Fri, Aug 16, 2019 at 7:11 AM Ken Wood <[KWood@martin-woodappraisal.com](mailto:KWood@martin-woodappraisal.com)> wrote:

Hi Elisabeth, our fee is \$ with a 3 week turn time. Thanks Ken

Sent from my iPhone

On Aug 14, 2019, at 2:48 PM, Elisabeth Anderson <[eanderson@blackswamp.org](mailto:eanderson@blackswamp.org)> wrote:



Hi Ken,

Black Swamp Conservancy would like to get a quote for an appraisal on a property in Pemberville. The appraisal would be for a Clean Ohio application, which will also require a review appraisal of the property.

Attached is an aerial map of the property. It is parcel number D14-512-040000003500, however the sale would not include the entire parcel. As the attached map indicates, about 5 acres of wooded area will be excluded.

Thank you. Let me know if there is any additional information that you need at this time.

Best,

Elisabeth

--


Elisabeth Anderson  
Conservation Associate  
Black Swamp Conservancy  
PO Box 332  
Perrysburg, OH 43552-0332  
419-833-1025  
[eanderson@blackswamp.org](mailto:eanderson@blackswamp.org)  
[www.blackswamp.org](http://www.blackswamp.org)  
<http://www.facebook.com/BlackSwampConservancy>



<Aerial Map.pdf>

--

Elisabeth Anderson  
Conservation Associate  
Black Swamp Conservancy  
PO Box 332  
Perrysburg, OH 43552-0332  
419-833-1025  
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[www.blackswamp.org](http://www.blackswamp.org)  
<http://www.facebook.com/BlackSwampConservancy>

<div></div> <div><i>First American Title</i><sup>TM</sup></div>	Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	<b>19BT10637</b>

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

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

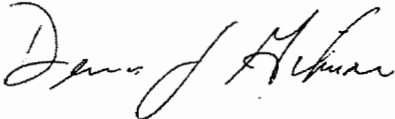
All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

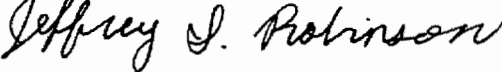
**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.**

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

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**BUCKEYE TITLE AGENCY**

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

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

This jacket was created electronically and constitutes an original document

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

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

## CONDITIONS

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

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	<b>19BT10637</b>

- File No.: 19BT10637
1. Effective Date: October 9, 2019 at 07:00 AM
2. Policy (or Policies) to be issued: AMOUNT
- a. ☒ ALTA Owner's Policy of Title Insurance (6/17/06) TBD

Proposed Insured:

The Black Swamp Conservancy, an Ohio Nonprofit Organization

b. ☐


Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple Absolute.
4. Title to the Fee Simple Absolute estate or interest in the land is at the Effective Date vested in:  
Robert Huber and Moira J. Van Staaden, who acquired title by Volume 2408 at page 613 and Volume 3193 at page 340, and Volume 3193 at page 346, of the Wood County Official Records.
5. The land referred to in this Commitment is described as follows:  
See Schedule C attached hereto and made a part hereof.

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

By:   
Ernest E. Cottrell, Jr., Agent

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



<div><div><div>First American Title™</div></div></div>	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	19BT10637

File No.: 19BT10637

REQUIREMENTS

The following requirements must be satisfied:


1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:

a. General Warranty Deed from Robert Huber and Moira J. Van Staaden, husband and wife, to The Black Swamp Conservancy, an Ohio Nonprofit Organization.
3. Satisfactory release or subordination, as to the premises in question, of the following liens:  
  
NONE
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable:  
  
SEE EXCEPTION NO. 11 ON SCHEDULE B-II
5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
6. Obtain from the County Engineer and Auditor approval of the legal description for transfer if the parcel or its legal description have been newly created or if the existing legal description fails to meet current standards.
7. Submit to our office a Resolution from The Black Swamp Conservancy, an Ohio Corporation for Non-Profit, setting forth the following:

a) That the corporation is in good standing with the Secretary of State.

b) That the corporation has approved and authorized the purchase of said property.

c) Which persons are authorized to execute all documents necessary in the purchase of said property.

 <div>First American Title™</div>	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	19BT10637

File No.: 19BT10637

EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. ~~Oil, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.~~
9. Defects, liens, encumbrances or other matters which would be disclosed by an inspection of the records of the Federal Court System.
10. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
11. Net taxes and assessments in the amount of \$397.23 per half are paid for all of 2018. Taxes and assessments for 2019 and thereafter are a lien, but not yet computed, nor due or payable. Parcel No. D14-512-040000003500

NOTE: The above tax amount reflects CAUV Value.

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

We have made no examination for taxes or assessments which do not appear on the current tax duplicate.

12. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.

Form 5011639-BII (7-1-14)	ALTA Commitment (6-17-06) Ohio - Schedule BII (19BT10637.PFD/19BT10637/5)
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**SCHEDULE B - SECTION II**  
(Continued)

File No.: 19BT10637

Commitment No.: 19BT10637

13. Right of First Refusal to Purchase as recorded in Wood County Official Record Volume 3224 at page 889. (See Copy)
14. FOR INFORMATION: Easement for electrical lines granted to Black Swamp Conservancy as recorded in Wood County Official Records Volume 3587, page 975. (See Copy)

END  
EEC/rlk



### LEGAL DESCRIPTION

Part of the Northwest 1/4 of Section 4, Town 5 North, Range 12 East, in Freedom Township, Wood County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the West quarter post of Section 4. Thence North 00 degrees, 11 minutes, 50 seconds West along the West line of Section 4, said line also being the centerline of Luckey Road, so called, a distance of 1840.00 feet to a point on the Northerly line of a parcel of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, said point also being the True Point of Beginning.

Thence continuing North 00 degrees, 11 minutes, 50 seconds West, along the West line of Section 4, said line also being the centerline of Luckey Road a distance of 260.00 feet to a point.

Thence North 86 degrees, 50 minutes, 24 seconds East, passing a 1/2 inch galvanized steel pipe set at 30.04 feet, an overall distance of 299.70 feet to a 1/2 inch galvanized steel pipe set on the West line of land as conveyed to Robert Huber in Parcel "A" of Official Record 2577, P.975.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of Parcel "A" of Huber, a distance of 222.48 feet to an iron bar found on the South line of land as conveyed to Robert Huber in Parcel "B" of Official Record 2577, P.975.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the South line of land as conveyed to Robert Huber in Parcels "B" and "C" of Official Record 2577, P.975, a distance of 478.54 feet to the Southeast corner of Parcel "C", from said point an iron bar can be found 0.05 feet North.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of land as conveyed to Robert Huber in Parcel "C" of Official Record 2577, P.975, a distance of 280.10 feet to the centerline of Sugar Ridge Road, so called, said line also being the North line of Section 4.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the centerline of Sugar Ridge Road, said line also being the North line of Section 4, a distance of 60.02 feet, to the East line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975.

Thence South 00 degrees, 11 minutes, 50 seconds East, along the East line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, a distance of 565.92 feet to an iron bar found at the Southwest corner of Parcel "D".

Thence North 88 degrees, 17 minutes, 53 seconds East a distance of 385.00 feet to a point on the West line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, from said point an iron bar can be found 0.13 feet South and 0.05 feet East.

Thence South 00 degrees, 11 minutes, 50 seconds East a distance of 693.11 feet to a 1/2 inch galvanized steel pipe set on the Northerly line of land as conveyed to Naomi Dobson by Official Record 2447, Page 296.

Thence South 86 degrees, 50 minutes, 24 seconds West, along the Northerly line of Dobson, a distance of 953.82 feet to the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, from said point an iron bar can be found 0.04 feet West.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, a distance of 519.99 feet to an iron bar found on the Northerly line of Mullholland.

Thence South 86 degrees, 50 minutes, 24 seconds West along the Northerly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, passing an iron bar found at 240.32 feet, an overall distance of 270.36 feet to the True Point of Beginning.

Containing 914,510.43 square feet or 20.994 acres of land, of which 7,800.00 square feet or 0.179 acres of land are within the public road right-of-way of Luckey Road, and 1,800.60 square feet of 0.041 acres of land are within the public road right-of-way of Sugar Ridge Road. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2" galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on January 15, 2013.



9p  
84-



2013 09562 02  
JULIE BAUMGARDNER  
WOOD COUNTY RECORDER  
06/10/2013 04:08  
Real Estate 42.00  
Housing Trust Fund 42.00  
DOCUMENT TOTAL 84.00  
Volume: 3224 Page: 889-897 OR

PERRYSBURG TITLE

RIGHT OF FIRST REFUSAL TO PURCHASE

This Right of First Refusal to Purchase ("Agreement") is made as of June 10<sup>th</sup>, 2013, between **ROBERT HUBER and MOIRA VAN STAADEN** ("Owner") and the **BLACK SWAMP CONSERVANCY**, an Ohio non-profit corporation ("Conservancy"), under the following circumstances:

- A. Owner is the owner of certain real property (the "Property") situated in Freedom Township, Wood County, Ohio, as more particularly described in Exhibits A1, A2, and B attached to this Agreement.
- B. Owner desires to grant Conservancy the right of the first refusal to purchase the Property, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration paid, receipt of which is acknowledged, the parties agree as follows:

I. RIGHT OF FIRST REFUSAL.

- A. If at any time within ninety-nine (99) years after the date of this Agreement, Owner shall receive any bona fide offer (an "Offer") from any third party to purchase the Property or any part of the Property and if Owner desires to accept the Offer, Owner shall notify Conservancy in writing of the Offer ("Owners' Notice"). Owners' Notice shall contain a copy of the Offer and all other applicable terms and conditions. Conservancy shall then have the right to purchase the Property, or the part that is the subject to the Offer (the whole or that part of the Property being referred to as the "Offer Property"), at the price and on the other terms and conditions set forth in Owners' Notice. Conservancy's right under this Agreement is referred to as the "Right of First Refusal."
- B. Conservancy shall exercise the Right of First Refusal, if at all, by providing Owner written notice ("Notice of Exercise") within thirty (30) days after receipt by Conservancy of Owners' Notice. This period of time shall represent the agreed time for Conservancy to conduct any assessment or inspection of the Offer Property. If Conservancy does not timely provide Owner with the Notice of Exercise, Owner may sell the Offer Property to a third party on the terms set forth in Owners' Notice, and the Right of First Refusal shall not apply to any subsequent owner of the Offer Property, provided that:

- (i) the Right of First Refusal shall remain in effect with respect to the balance of the Property, if any, not conveyed pursuant to the Offer;
- (ii) once an Offer of which Owner has given Conservancy Owners' Notice is accepted by Owner, Owner shall not agree to a reduction of the purchase price, more favorable terms to the third party Conservancy, or any change in the consideration to be given in exchange for the Offer Property, without first giving Conservancy a new Owners' Notice of the reduction, more favorable terms or change, and upon receipt of the new Seiler's Notice, the Right of First Refusal shall apply to the Offer Property at the new price, or on the new or changed terms set forth in the new Owners' Notice; and
- (iii) if any Offer is not accepted or if the Offer Property is not conveyed in accordance with the Offer within one hundred eighty (180) days after the date of Owners' Notice with respect to that Offer, then the Right of First Refusal shall again be applicable prior to any sale of that Offer Property.

## 2. CLOSING.

If Conservancy timely exercises the Right of First Refusal, the closing of the purchase shall be held at a mutually agreed upon location within thirty (30) days after receipt by Owner of the Notice of Exercise. Real estate taxes and assessments which become a lien on the Offer Property in the year of the closing shall be prorated between the Conservancy and Owner as of the closing date in accordance with the customary lien method of prorating taxes in Wood County, Ohio. Real estate taxes and assessments for years prior to the year of the closing shall be paid by Owner or credited against the purchase price for the Offer Property.

## 3. INSURANCE.

From the date of the Notice of Exercise until the closing, Owner shall maintain fire and extended coverage insurance, including vandalism and malicious mischief endorsements, on all buildings and other improvements located on the Offer Property in an amount not less than the full replacement value. If those buildings or improvements suffer any loss or damage prior to the closing, Conservancy may, at its option, either (i) proceed with the closing of the purchase of the Offer Property, in which event Owner shall assign to Conservancy all of Owners' right, title and interest in the proceeds of the insurance payable with respect to the loss and damage, or (ii) rescind its agreement to purchase the Offer Property, in which case Conservancy shall be relieved of its obligation to purchase the Offer Property arising by reason of Conservancy's exercise of the Right of First Refusal, and the parties shall proceed as though no Notice of Exercise was given.

## 4. DEED.

At the closing of any purchase pursuant to Conservancy's exercise of the Right of First Refusal, Owner shall convey to Conservancy, by transferable and recordable general warranty deed (with release of dower, if necessary), marketable fee simple title to the Offer Property, free and clear of all liens and encumbrances whatsoever, except (i) real estate taxes and assessments not yet due and payable, (ii) easements, covenants, conditions, restrictions and reservations of record as of the

date of this Agreement, (iii) zoning and building laws, codes, ordinances and regulations. As long as this Agreement is in effect, Owner will not create any easements, covenants, conditions, restrictions or reservations or other encumbrances (except mortgages) affecting the Property without Conservancy's written consent, which consent shall not be unreasonably withheld.

5. COVENANTS RUNNING WITH THE LAND; SUCCESSORS.

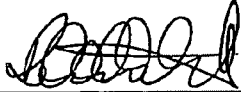
The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon Owner and Conservancy and their respective heirs, personal representatives, successors and assigns. The Conservancy shall be entitled to assign its rights and obligations pursuant to this Agreement without the consent of Owner.


6. NOTICES.

Any notice required or permitted to be given to a party under this Agreement shall be in writing dated and shall be given by mailing the notice by registered or certified mail, postage paid, return receipt requested, or by depositing the notice with a nationally recognized overnight delivery service, addressed to Conservancy at Black Swamp Conservancy, 132 W. 2<sup>nd</sup> Street, Suite C, Perrysburg, Ohio 43551, with a copy to Gene R. Abercrombie, Esq., Eastman & Smith Ltd., P. O. Box 10032, Toledo, Ohio 43699-0032 and to Owner at 4825 Sugar Ridge Road, Pemberville, Ohio 43450, or to such other address as either party may specify by written notice to the other in the foregoing manner.

SIGNED as of the date first written above.

OWNER:

  
\_\_\_\_\_  
Robert Huber

  
\_\_\_\_\_  
Moira van Staaden

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF Wood            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June 2013, by Robert Huber and Moira van Staaden, husband and wife.

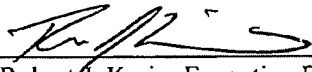


LOIS A. JOHNSON  
Notary Public, State of Ohio  
My Commission Expires 7-13-2015

  
\_\_\_\_\_  
Notary Public

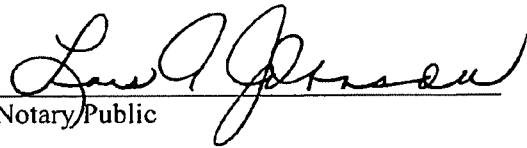
CONSERVANCY:

**BLACK SWAMP CONSERVANCY,**  
an Ohio non-profit corporation

By:   
Robert J. Krain, Executive Director

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF Wood            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June 2013, by Robert J. Krain as Executive Director, of the Black Swamp Conservancy, an Ohio non-profit corporation.

  
Notary Public



LOIS A. JOHNSON  
Notary Public, State of Ohio  
My Commission Expires 7-13-2015

This instrument was prepared by  
and after recording return to:  
Gene R. Abercrombie, Esq.  
Eastman & Smith Ltd.  
P. O. Box 10032  
Toledo, Ohio 43699-0032

*PT-29034*

**EXHIBIT A-1**

Part of the Northwest  $\frac{1}{4}$  of Section 4, Town 5 North, Range 12 East, in Freedom Township, Wood County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the West quarter post of Section 4. Thence North 00 degrees, 11 minutes, 50 seconds West along the West line of Section 4, said line also being the centerline of Luckey Road, so called, a distance of 1840.00 feet to a point on the Northerly line of a parcel of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, said point also being the True Point of Beginning.

Thence continuing North 00 degrees, 11 minutes, 50 seconds West, along the West line of Section 4, said line also being the centerline of Luckey Road a distance of 260.00 feet to a point.

Thence North 86 degrees, 50 minutes, 24 seconds East, passing a  $\frac{1}{2}$  inch galvanized steel pipe set at 30.94 feet, an overall distance of 299.70 feet to a  $\frac{1}{2}$  inch galvanized steel pipe set on the West line of land as conveyed to Robert Huber in Parcel "A" of Official Record 2577, P.975.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of Parcel "A" of Huber, a distance of 222.48 feet to an iron bar found on the South line of land as conveyed to Robert Huber in Parcel "B" of Official Record 2577, P.975.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the South line of land as conveyed to Robert Huber in Parcels "B" and "C" of Official Record 2577, P.975, a distance of 478.54 feet to the Southeast corner of Parcel "C", from said point an iron bar can be found 0.05 feet North.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of land as conveyed to Robert Huber in Parcel "C" of Official Record 2577, P.975, a distance of 280.10 feet to the centerline of Sugar Ridge Road, so called, said line also being the North line of Section 4.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the centerline of Sugar Ridge Road, said line also being the North line of Section 4, a distance of 60.02 feet, to the East line of land conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975.

Thence South 00 degrees, 11 minutes, 50 seconds East, along the East line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, a distance of 565.92 feet to an iron bar found at the Southwest corner of Parcel "D".

Thence North 88 degrees, 17 minutes, 53 seconds East a distance of 385.00 feet to a point on the West line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, from said point an iron bar can be found 0.13 feet South and 0.05 feet East.



Thence South 00 degrees, 11 minutes, 50 seconds East a distance of 693.11 feet to a ½ inch galvanized steel pipe set on the Northerly line of land as conveyed to Naomi Dobson by Official Record 2447, Page 296.

Thence South 86 degrees, 50 minutes, 24 seconds West, along the Northerly line of Dobson, a distance of 953.82 feet to the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, from said point an iron bar can be found 0.04 feet West.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, a distance of 519.99 feet to an iron bar found on the Northerly line of Mullholland.

Thence South 86 degrees, 50 minutes, 24 seconds West along the Northerly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, passing an iron bar found at 240.32 feet, an overall distance of 270.36 feet to the True Point of Beginning.

Containing 914,510.43 square feet or 20.994 acres of land, of which 7,800.00 square feet or 0.179 acres of land are within the public road right-of-way of Luckey Road, and 1,800.60 square feet of 0.041 acres of land are within the public road right-of-way of Sugar Ridge Road. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All ½” galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on January 15, 2013.

Parcel No. D14-512-040000003500

**EXHIBIT A-2**

THE FOLLOWING REAL ESTATE BEING A PARCEL OF LAND SITUATED IN PART OF THE NORTHWEST QUARTER, SECTION 4, TOWN 5 NORTH, RANGE 12 EAST, FREEDOM TOWNSHIP, WOOD COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 4, SAID CORNER BEING AT THE INTERSECTION OF THE CENTERLINE OF SUGAR RIDGE ROAD AND LUCKEY ROAD;

THENCE N 88DEG 26MIN 38SEC E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF SAID SUGAR RIDGE ROAD A DISTANCE OF 44.96 FEET TO A RAILROAD SPIKE FOUND MARKING THE SOUTHWEST CORNER OF SECTION 32, TROY TOWNSHIP;

THENCE N 88DEG 18MIN 01SEC E CONTINUING ALONG THE CENTERLINE OF SAID SUGAR RIDGE ROAD A DISTANCE OF 213.02 FEET TO A NAIL SET;

THENCE S 00DEG 11MIN 50SEC E PARALLEL TO THE CENTERLINE OF SAID LUCKEY ROAD, SAID CENTERLINE ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 280.10 FEET TO AN IRON PIN SET, PASSING AT 30.01 FEET AN IRON PIN SET;

THENCE N 88DEG 18MIN 01SEC E PARALLEL TO THE CENTERLINE OF SAID SUGAR RIDGE ROAD A DISTANCE OF 41.46 FEET TO AN IRON PIN SET;

THENCE S 00DEG 11MIN 50SEC E PARALLEL TO THE CENTERLINE OF SAID LUCKEY ROAD A DISTANCE OF 482.48 FEET TO AN IRON PIN SET;

THENCE S 86DEG 50MIN 28SEC W PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 299.74 FEET TO A NAIL SET ON THE CENTERLINE OF SAID LUCKEY ROAD, PASSING AT 279.71 FEET AN IRON PIN SET;

THENCE N 00DEG 11MIN 50SEC W ALONG THE CENTERLINE OF SAID LUCKEY ROAD A DISTANCE OF 770.33 FEET TO THE POINT OF BEGINNING, ENCLOSING AN AREA OF 5.0001 ACRES OF LAND, MORE OR LESS, OF WHICH 0.5173 ACRES.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Part of the Northwest  $\frac{1}{4}$  of Section 4, Town 5 North, Range 12 East, in Freedom Township, Wood County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the West quarter post of Section 4. Thence North 00 degrees, 11 minutes, 50 seconds West along the West line of Section 4, also being the centerline of Luckey Road, so called, a distance of 1840.00 feet to a point on the Northerly line of a parcel of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, said point also being the True Point of Beginning.

Thence continuing North 00 degrees, 11 minutes, 50 seconds West, along the West line of Section 4, said line also being the centerline of Luckey Road a distance of 260.00 feet to a point.

Thence North 86 degrees, 50 minutes, 24 seconds East, passing a ½ inch galvanized steel pipe set at 30.04 feet an overall distance of 299.70 feet to a ½ inch galvanized steel pipe set.

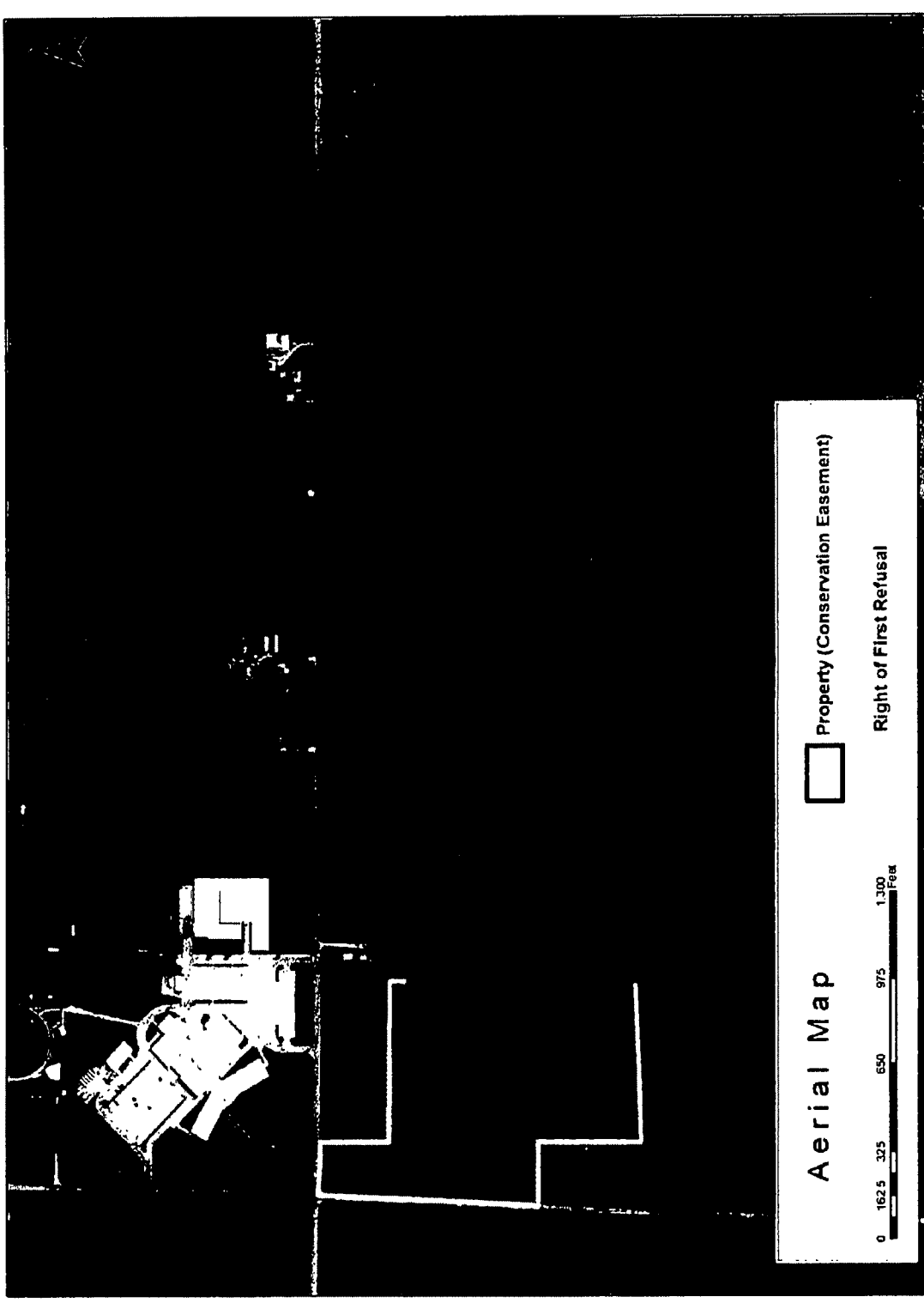
Thence South 00 degrees, 11 minutes, 50 seconds East, a distance of 260.00 feet to a point on the easterly prolongation of the northerly line of Mullholland, from said point an iron bar can be found 0.09 feet South.

Thence South 86 degrees, 50 minutes, 24 seconds West along the Northerly line of Mullholland and its Easterly prolongation, passing an iron bar found at 29.34 feet, and passing a ½ inch galvanized steel pipe set at 269.66 feet, an overall distance of 299.70 feet to the True Point of Beginning.

Containing 77,817.29 square feet or 1.786 acres of land, of which 7,800.00 square feet or 0.179 acres of land are within the public road right-of-way. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All ½" galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on November 13, 2012.

Exhibit B

RECORDERS NOTE: LEGIBILITY OF WRITING,  
TYPING OR PRINTING UNSATISFACTORY IN  
PORTIONS OF THIS DOCUMENT WHEN RECEIVED.



WOP  
UP  
SV

NOT NECESSARY FOR TRANSFER  
AT THIS TIME 2/12/2018  
MATTHEW OESTREICH  
WOOD COUNTY AUDITOR

JULIE BAUMGARDNER  
Wood County Recorder  
02/12/2018 01:52:14 201801891  
DOCUMENT TOTAL 60.00  
Volume: 3587 Page: 975 - 980 OR

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is given by ROBERT HUBER and MOIRA VAN STAADEN, husband and wife ("Grantor") to THE BLACK SWAMP CONSERVANCY, an Ohio non-profit corporation ("Grantee"), effective on the date set forth below.

RECITALS: WHEREAS,

A. Grantor is the fee simple owner of certain real property located in Freedom Township, Wood County, Ohio legally described on Exhibit A attached hereto and made a part hereof ("Grantor's Property");

B. Grantee acquired certain real property from Grantor contiguous to the Grantor Property by means of the General Warranty Deed Recorded at Wood County Vol 3587 p 970 ("Grantee's Property")

C. Grantor intends to grant an easement to Grantee over a portion of Grantor's Property; and

D. The parties desire that their rights and obligations with respect to the easement in, over and across a portion of Grantor's Property be specifically set forth and defined.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein by reference.

2. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement in, over, across and under the Easement Property (as hereinafter defined) for the benefit of Grantee to construct, install, maintain, repair, and replace underground electric lines and related facilities. For purposes of this Easement, the "Easement Property" shall be that sixty (60') foot wide portion of Grantor's Property in the



general location depicted on Exhibit B attached hereto and made a part hereof. The easement hereby granted to Grantee is hereinafter referred to as the "Easement".

3. **Easement Rights.** Grantee shall have the right, within the Easement Property to use equipment, trim, cut, remove or control by other means trees, underbrush and weeds, remove all obstructions, buildings, structures or materials, and do any and all things which Grantee desires in order to exercise the Grantee's rights granted by this Agreement, and all matters incident thereto. Additionally, Grantee shall have the right of ingress, egress and access, by foot, vehicle and for its equipment to, over and across those portions of the Grantor's Property adjacent to the Easement Property as is reasonably necessary for the exercise of the Grantee's rights granted by this Agreement. Any and all rights granted to Grantee in this Agreement may be exercised in whole or in part, at any and all times, or from time to time, as desired by Grantee, without any limitation or determination by reason of original or subsequent construction or use, or delay or non-use. Grantor, its successors and assigns shall not place, within the Easement Property, any objects or material, build any structure, including, but not limited to, erect any shed, erect any fence, install any landscape, plant any tree, or do any digging, excavating or drilling, or in any way in Grantee's reasonable judgment endanger or damage the electric lines or unreasonably interfere with the rights granted to Grantee in this Agreement.

4. **Title to Easement Property.** Grantor represents and warrants to Grantee that: (i) Grantor is the fee simple owner of the Easement Property; (ii) the Easement Property is free and clear of all liens and encumbrances which could prevent Grantee's full use and enjoyment of the Easements as granted under this Agreement; (iii) Grantor has full right and authority to convey the Easements; and (iv) Grantor will warrant and defend to Grantee such title to the Easement Property against all claims and demands whatsoever.

5. **Easements and Covenants Running with the Land.** The Easement, and all covenants, rights and agreements contained in this Agreement shall run with the land known as the Grantor's Property and shall be binding on Grantor's Property, and any portion thereof. The Easement, covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.

6. **Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement shall not be amended, changed, modified or any other provisions waived or discharged, in whole or in part, unless such agreement is in writing and duly signed by the parties hereto.

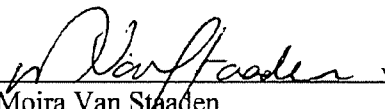
7. **Notice.** Any notice required under this Agreement shall be in writing and served by personal delivery or regular U. S. mail. The party or place of notice may be changed by written notice to the other parties.

8. **Governing Law.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

The undersigned has executed this Agreement on the date set forth below.

GRANTOR:

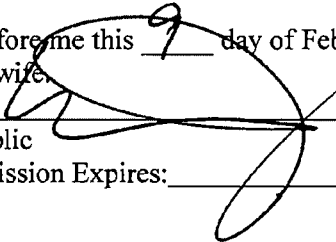
  
Robert Huber

  
Moira Van Staaden

STATE OF OHIO                    )  
                                          )ss:  
COUNTY OF OTTAWA )

The foregoing instrument was acknowledged before me this 9 day of February, 2018  
by Robert Huber and Moira Van Staaden, husband and wife.

(SEAL)

  
Notary Public  
My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
Gene R. Abercrombie, Attorney-at-Law  
EASTMAN & SMITH LTD.  
P. O. Box 10032  
Toledo, Ohio 43699-0032  
(419) 241-6000



ERNEST E. COTTRELL JR.  
Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
O.R.C. Section 147.08

(A)

Prior Deed: O.R. 2577, P. 975  
Parcel Numbers:  
D14-512-040000003000  
D14-512-040000003001  
LE Survey #45455

**Legal Description Split 1 and Remainder:** Part of the Northwest 1/4 of Section 4, Town 5 North, Range 12 East, in Freedom Township, Wood County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the West quarter post of Section 4. Thence North 00 degrees, 11 minutes, 50 seconds West along the West line of Section 4, said line also being the centerline of Luckey Road, so called, a distance of 1840.00 feet to a point on the Northerly line of a parcel of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, said point also being the True Point of Beginning.

Thence continuing North 00 degrees, 11 minutes, 50 seconds West, along the West line of Section 4, said line also being the centerline of Luckey Road a distance of 260.00 feet to a point.

Thence North 86 degrees, 50 minutes, 24 seconds East, passing a 1/2 inch galvanized steel pipe set at 30.04 feet, an overall distance of 299.70 feet to a 1/2 inch galvanized steel pipe set on the West line of land as conveyed to Robert Huber in Parcel "A" of Official Record 2577, P.975.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of Parcel "A" of Huber, a distance of 222.48 feet to an iron bar found on the South line of land as conveyed to Robert Huber in Parcel "B" of Official Record 2577, P.975.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the South line of land as conveyed to Robert Huber in Parcels "B" and "C" of Official Record 2577, P.975, a distance of 478.54 feet to the Southeast corner of Parcel "C", from said point an iron bar can be found 0.05 feet North.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the West line of land as conveyed to Robert Huber in Parcel "C" of Official Record 2577, P.975, a distance of 280.10 feet to the centerline of Sugar Ridge Road, so called, said line also being the North line of Section 4.

Thence North 88 degrees, 17 minutes, 53 seconds East, along the centerline of Sugar Ridge Road, said line also being the North line of Section 4, a distance of 60.02 feet, to the East line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975.

Thence South 00 degrees, 11 minutes, 50 seconds East, along the East line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, a distance of 565.92 feet to an iron bar found at the Southwest corner of Parcel "D".

Thence North 88 degrees, 17 minutes, 53 seconds East a distance of 385.00 feet to a point on the West line of land as conveyed to Robert Huber in Parcel "D" of Official Record 2577, P.975, from said point an iron bar can be found 0.13 feet South and 0.05 feet East.

Thence South 00 degrees, 11 minutes, 50 seconds East a distance of 693.11 feet to a 1/2 inch galvanized steel pipe set on the Northerly line of land as conveyed to Naomi Dobson by Official Record 2447, Page 296.


Thence South 86 degrees, 50 minutes, 24 seconds West, along the Northerly line of Dobson, a distance of 953.82 feet to the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, from said point an iron bar can be found 0.04 feet West.

Thence North 00 degrees, 11 minutes, 50 seconds West, along the Easterly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, a distance of 519.99 feet to an iron bar found on the Northerly line of Mullholland.

Thence South 86 degrees, 50 minutes, 24 seconds West along the Northerly line of land as conveyed to Roger J. and Nancy L. Mullholland by Official Record 2702, Page 771, passing an iron bar found at 240.32 feet, an overall distance of 270.36 feet to the True Point of Beginning.

Containing 914,510.43 square feet or 20.994 acres of land, of which 7,800.00 square feet or 0.179 acres of land are within the public road right-of-way of Luckey Road, and 1,800.60 square feet of 0.041 acres of land are within the public road right-of-way of Sugar Ridge Road. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2" galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on January 15, 2013. 014-S12.0400-00-003-500

Trg 29.99AA+com 1840N w/4PST  
Legal Description Prepared by

  
Matthew D. Lewandowski, P.L.S.

Registered Surveyor, State of Ohio No. 7476

**APPROVED**  
No Plat Required  
Wood County Planning Commission  
W. David Steiner

*W.D. Steiner*  
03-130-13



*Raymond A. Hulse*  
WOOD COUNTY ENGINEER  
DESCRIPTION  
APPROVED BY: KR 1-29-13  
Survey A491

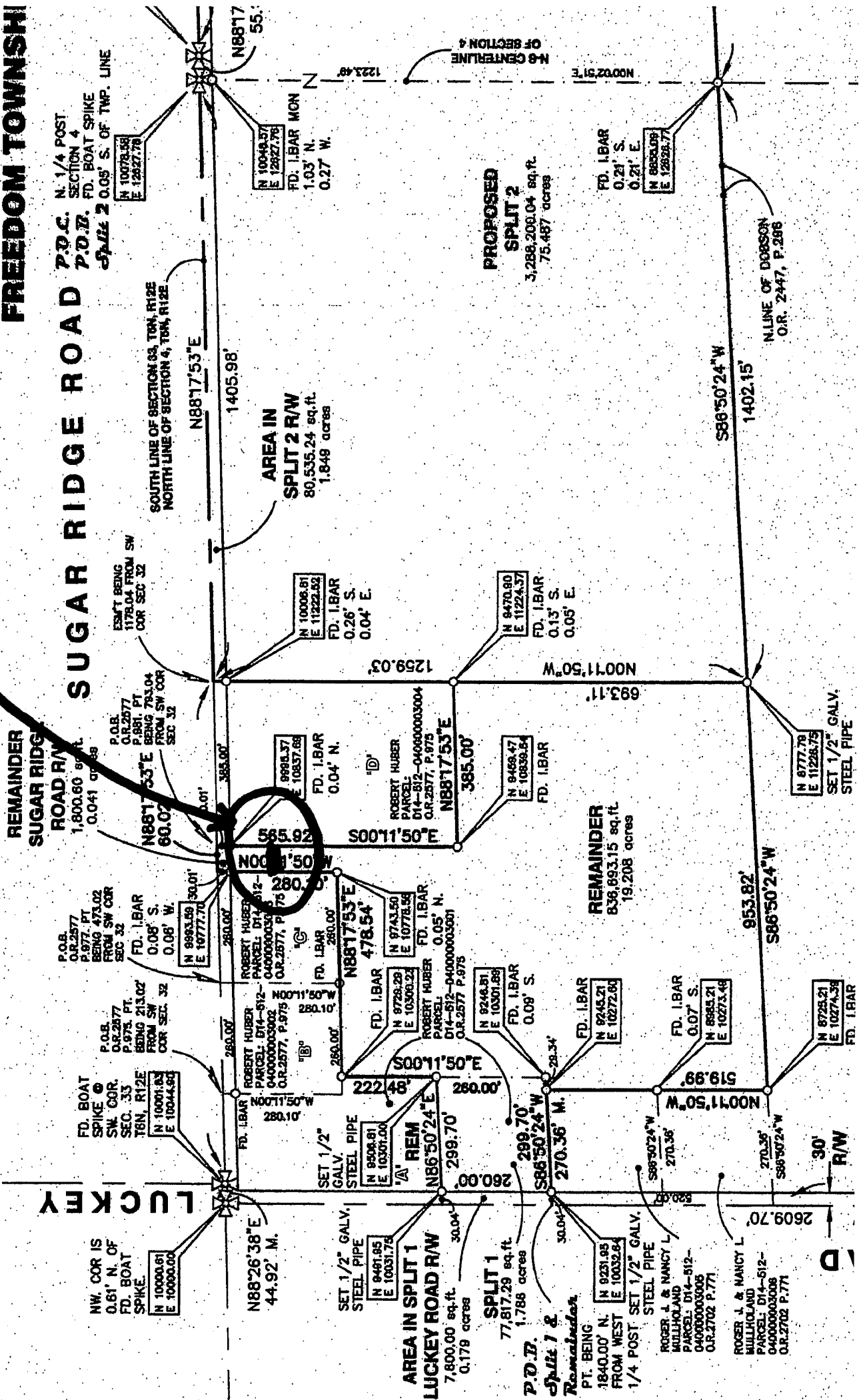
**LE PROJECT : 45455  
CONTRACT : I-14281**

**EX. B**

**SITE 3**

**PT. NW. 1/4 & NE. 1/4**

**FREEDOM TOWNSHIP**



RECORDER'S NOTE: LEGIBILITY OF WRITING,  
TYPING OR PRINTING UNSATISFACTORY IN  
PORTIONS OF THIS DOCUMENT WHEN RECEIVED