

ORDINANCE # \_\_\_\_\_

Authorizing the Public Works Director to enter into a Letter of Intent to negotiate and execute a Conservation Easement Donation Agreement for the donation of a Conservation Easement to in order to assure that the Protected Parcel will be retained and forever preserved in its natural, forested condition, as a habitat for plants and wildlife and as a buffer zone for the streams, if any, contained within it, said Protected Parcel consists of the real property known as Richland County Permanent Parcel ID No.'s 037-28-500-03-000 and 037-28-500-04-000 located on Bowers Road, Springfield, Township, Richland County, Ohio.

**SECTION 1.** That the Public Works Director be, and he is hereby, authorized to negotiate and execute on behalf of the City of Mansfield a Letter of Intent, Conservation Easement Donation Agreement, and Conservation Easement, for purposes of preservation of the scenic, natural, aesthetic and educational resource present upon said Protected Parcel.

Caucus	20 January 2026
1 <sup>st</sup> Reading	03 February 2026
2 <sup>nd</sup> Reading	
PASSED	03 February 2026

APPROVED /s/ Jodie Perry  
Mayor

APPROVED AS TO FORM:

Roeliff E. Harper  
Law Director  
City of Mansfield, Ohio



September 22, 2025

City of Mansfield, Ohio,  
30 N. Diamond Street  
Mansfield, Ohio 44902

Mailing Address  
P.O. Box 347113  
Parma, OH  
44134  
T: 216-749-3720  
F: 216-749-3730

Re: Donor: The City of Mansfield, Ohio, an Ohio municipal corporation  
Donee: West Creek Conservancy

Office Location  
7381 Camelot Drive  
Parma, OH  
44134

Conservation Easement: Approximately 114.64 acres  
Mansfield, Ohio  
PPN: 037-28-500-04-000 & 037-28-500-03-000

[www.westcreek.org](http://www.westcreek.org)

Subject: Letter of Intent (Proposed Donation of conservation Easement)

Gentlemen:

When executed by both Donor and Donee, this letter will constitute a Letter of Intent which is intended to set forth in summary form the basic terms and conditions for the possible donation of your Conservation Easement to Donee.

Upon Donor's acceptance of this Letter of Intent, the parties shall negotiate in good faith the terms and conditions of a mutually-agreed Conservation Easement Donation Agreement reflecting the following provisions of this Letter of Intent:

1. Conservation Easement: Donee intends to accept the donation from Donor of the Conservation Easement.  
  
To be acquired in its "As Is" condition without any representations or warranties by Donor.
2. Contingencies:
  - A. Donee's procurement of funding.
  - B. Donee's approval of title commitment and appraisal.
  - C. Inspections of Property satisfactory to Donee (physical, environmental, etc.).
3. Due Diligence Contingency: Until April 1, 2026
4. Closing: Within 30 days after all Contingencies are waived or accepted by Donee.
5. Prorations: N/A.

Page 2 of 2  
September 22, 2025

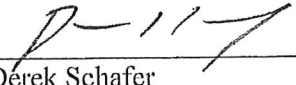
6. Closing Costs: Donor and Donee equally share all costs of closing (to wit: title examination, title commitment, title policy, escrow and recording fees, etc.).
8. Broker: Parties warrant no broker involvement.

Donor and Donee acknowledge that this Letter of Intent is not intended to create or constitute a binding contract for the donation of the Conservation Easement and that no agreement or contract will exist for the donation and acceptance of Conservation Easement unless and until the parties have both negotiated, agreed to, executed and delivered a formal Conservation Easement Donation Agreement covering the terms of this Letter of Intent and all other essential terms of this transaction.

If this Letter of Intent is acceptable to you, please indicate your agreement by signing the attached copy of this Letter of Intent and returning it to us as soon as possible.


Sincerely yours,

West Creek Conservancy

By:   
Derek Schafer  
Its: Executive Director

Agreed to and accepted by:

The City of Mansfield, Ohio, an Ohio  
municipal corporation

By:   
Louis Andres  
Its: Public Works Director

Date: 9/22/2025, 2025

## Conservation Easement Donation Agreement

This Conservation Easement Donation Agreement (“**Agreement**”) is made by and between:

City of Mansfield, Ohio, an Ohio Municipal corporation  
30 N. Diamond Street,  
Mansfield, Ohio 44902  
("Donor")

West Creek Conservancy  
P.O. Box 347113  
Parma, Ohio 44134  
  
(“Donee”)

Donor and Donee are sometimes referred to individually as “**Party**” or together as “**Parties**”.

**RECITALS:**

A. Donor is the owner in fee simple of certain real property situated in the Township of Springfield, County of Richland State of Ohio, being Permanent Parcel Nos. 037-28-500-04-000 and 037-28-500-03-000 depicted on Exhibit A and legally described on Exhibit B, which has substantial conservation values as a scenic, natural, aesthetic and educational resource in its present state, constituting a natural habitat for plants and wildlife worthy of being preserved and protected (“**Protected Parcel**”).

B. Donor wishes to donate, and Donee wishes to accept, the donation of a “**Conservation Easement**” covering the Protected Parcel, pursuant to the terms and conditions set forth in the draft Grant of Conservation Easement attached hereto as Exhibit C which shall encumber the Protected Parcel.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, Donor and Donee agree as follows:

### 1. Donation of Conservation Easement.

A. **Protected Parcel.** On the terms and conditions herein set forth, Donor shall donate to Donee and Donee shall accept from Donor, the Conservation Easement on the Protected Parcel.

B. **As Is.** Donee acknowledges that the Conservation Easement is being donated upon the Protected Parcel in its present “As Is” condition, and that no warranties, representations or statements concerning the condition or value of the Protected Parcel have been relied upon by Donee.

## 2. Escrow Agent.

**“Escrow Agent”** shall be the Title Company (designated on the signature page of this Agreement). This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of Escrow Agent insofar as the same are not inconsistent with any of the terms hereof.



3. **Donee's Due Diligence.**

- A. **Title Commitment.** Donee shall have the right to order and obtain, at Donee's expense, a current title commitment ("**Title Commitment**") and special tax search issued by the Title Company setting forth the state of the title of the Protected Parcel and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Protected Parcel which would appear in an Owner's Policy of Title Insurance ("**Title Policy**"), if issued by the Title Company for the Conservation Easement.
- B. **Inspections.** Donee or Donee's agents shall have the right and permission, at Donee's expense, to enter upon the Protected Parcel, or any part thereof, after the Effective Date, at all reasonable times and from time to time prior to termination of this Agreement for the purpose of making all inspections, tests, surveys and studies (collectively, "**Inspections**") required to determine the suitability of the Protected Parcel for Donee's purposes as Donee shall solely determine (which shall include without limitation, physical inspections, environmental assessments, soil tests, etc.). Donor shall cooperate with Donee and/or Donee's agents in providing information and access to the Protected Parcel necessary to complete the Inspections.
- C. **Indemnity.** Donee shall indemnify and hold Donor harmless of, from and against any and all liabilities, suits, claims, losses, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, costs and damages sustained by or asserted against Donor or Donor's Property, including, but not limited to, physical damage, physical injury to Donee's employees, agents or contractors and any mechanics, and materialmen liens, caused as a result or arising out of or in connection with any Inspections conducted by Donee or Donee's agents after the Effective Date.

4. **Title Commitment and Inspection.**

- A. Donee shall endeavor to give Donor notice of Donee's satisfaction with Title Commitment and Inspections promptly upon such determination.
- B. Donee shall notify Donor if Donee is not satisfied with any aspect of the Title Commitment and Inspections and this Agreement shall be deemed terminated thereupon. Upon termination of this Agreement pursuant to this Paragraph, this Agreement shall be null and void.

5. **Donation Arrangements.**

- A. **Closing Obligations.** Donor's donation of the Conservation Easement shall be effected at the office of the Escrow Agent, not later than 30 days after the execution of a contract with the Ohio Public Works Commission for Clean Ohio Funding ("**Donation Date**") or on such other Donation Date as may be mutually agreed by the Parties.

- i. On or before the Donation Date, Donor shall execute, acknowledge and deliver such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy and to omit from the Title Policy all exceptions for judgments, mechanics liens and similar matters.
- ii. On or before the Donation Date, Donor shall deliver to Escrow Agent the Conservation Easement, duly executed and in proper form for recording as approved by Donee's counsel conveying to Donee fee simple, marketable and insurable title to the Conservation Easement on the Protected Parcel, free and clear of all liens and encumbrances not acceptable to Donee.
- iii. At Closing, Title Company will issue to Donee at Donee's expense the Title Policy in the amount as Donee shall so instruct issued in accordance with the form of Title Commitment approved by Donee without any intervening liens, encumbrances or exceptions.

B. **Escrow Agent's Closing Obligations.** At the Closing Date, after causing the filing of the Conservation Easement, Escrow Agent shall close this transaction as follows:

- i. Charge Donor with and pay to the payee entitled thereto:
  - a. 50% of Escrow Agent's fee and the cost of the title examination, special tax search, Title Commitment and Title Policy; and
  - b. any amounts necessary to remove liens which are removable upon the payment of a fixed sum in order to convey title as herein provided.
- ii. Charge Donee with and pay to the payee entitled thereto:
  - a. 50% of Escrow Agent's fee and the cost of the title examination, special tax search, Title Commitment and Title Policy; and
  - b. the cost of recording the Conservation Easement.
- iii. Immediately following the Closing Date, Escrow Agent shall deliver the funds and documents as follows:
  - a. to Donor (or Donor's attorney, if Donor is represented by legal counsel), the funds and documents due Donor together with duplicate copies of the escrow statement, and
  - b. to Donee (or Donee's attorney, if Donee is represented by legal counsel), the funds and documents due Donee together with duplicate copies of the escrow statement.

6. **Default.** In the event of a material default hereunder by Donor, Donee may elect to terminate this Agreement, in which event Donee shall be entitled to the reimbursement of its reasonable expenses incurred in connection with the Contingencies and may, in addition, sue for specific



performance. If Donee shall default in the performance of its obligations under this Agreement, Donor shall be entitled to sue for specific performance.

7. **General Provisions**

A. **Notices.**

All notices, elections, consents, demands and communications shall be in writing and shall be (i) personally delivered; (ii) sent by overnight mail (FedEx or another commercially recognized overnight carrier that provides receipts for all deliveries); or (iii) sent and delivered by facsimile or e-mail, followed by a hard copy sent by overnight carrier (unless such secondary delivery requirement is affirmatively waived in writing in each instance by the noticed party); and each notice shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept of the inability to because of changed address of which notice in accordance with this provision was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.

B. **Entire Agreement.** This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written Agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

C. **Counterparts.** This Agreement may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory Parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all Parties hereto had signed the same document. Any executed signature page of this Agreement (together with any separate acknowledgment page) may be detached from any counterpart and attached to another counterpart containing the signature pages (and any acknowledgment pages) with the signatures (and acknowledgments) of all other signatory Parties to this Agreement.

D. **Electronic Execution.** For purposes of executing this Agreement and any other document to be executed in connection herewith (other than documents to be recorded), a document signed and transmitted by facsimile machine or other electronic transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed. At the request of any party, any signed document sent by facsimile or other electronic transmission shall be re-executed in original form. No party hereto may raise the use of a facsimile or other electronic transmission, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic transmission as a defense to the enforcement of this Agreement.

- E. **Condition Precedent.** This Agreement is subject to and conditioned upon the formal approval of the City of Mansfield, as indicated by the Mansfield Public Works Director and the execution of a contract with the Ohio Public Works Commission for Clean Ohio Funding.

*[SIGNATURE PAGE FOLLOWS]*



IN WITNESS WHEREOF, Donor, Donee and Escrow Agent/Title Company have hereunto set their hands at the place and date set forth beneath their signatures.

Donor: City of Mansfield, Ohio,  
An Ohio municipal corporation

Donee: West Creek Conservancy

By: \_\_\_\_\_  
Louis Andres, Public Works Director

By: \_\_\_\_\_  
Derek Schafer, Executive Director

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

Approved as to form and correctness:

Donee's attorney:

Roeliff E. Harper, Esq.  
Mansfield Law Director

Soukup Law LLC  
Christopher E. Soukup, Esq.  
[ces@soukup-law.com](mailto:ces@soukup-law.com)  
216.533.9085

Escrow Agent/Title Company:

Ohio Real Title  
1213 Prospect Avenue East, Suite 200  
Cleveland, Ohio 44115  
Telephone: 216.373.9900  
Email: [ryanmarrie@ohiorealtitle.com](mailto:ryanmarrie@ohiorealtitle.com)

By: \_\_\_\_\_  
Ryan Marrie  
Title: President  
Date: \_\_\_\_\_

MAP OF PROTECTED PARCEL

EXHIBIT A

LEGAL DESCRIPTION OF PROTECTED PARCEL

**EXHIBIT B**

*(Page B1 of 3)*

**EXHIBIT B**

*(Page B3 of 3)*



## GRANT OF CONSERVATION EASEMENT

This Grant of a Conservation Easement ("**Conservation Easement**"), is made by the ("**Grantor**") whose mailing address 30 N. Diamond Street, Mansfield, Ohio 44902 to West Creek Conservancy, an Ohio nonprofit corporation ("**Grantee**"), whose mailing address is P.O. Box 347113, Parma, Ohio 44134.

### **RECITALS:**

A. Grantor is the owner in fee simple of certain real property situated in Springfield Township, County of Richland, State of Ohio, being Richland County Permanent Parcel Numbers: 037-28-500-04-000 and 037-28-500-03-000, depicted on Exhibit A attached hereto, and legally described on Exhibit B attached hereto ("**Protected Parcel**"), which has substantial conservation values as a scenic, natural, aesthetic and educational resource in its present state constituting a natural habitat for plants and wildlife worthy of being preserved and protected.

B. Grantee has 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.* ("**Grant**"). In connection with Grantee's application for the Grant, Grantee proposed to use the Grant funds for open space acquisition and/or trail development, including the acquisition of conservation easements, as set forth more specifically in its Grant application.

C. Grantor and Grantee recognize the aforesaid scenic, natural, aesthetic, and educational values of the Protected Parcel in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively, the common purpose of conserving the aforesaid values of the Protected Parcel, and preventing the use or development of the Protected Parcel for any purpose or in any manner that would conflict with the maintenance of the Protected Parcel in its natural, scenic, open and wooded condition, as suitable habitat for wild flora and fauna of all types.

D. The terms "ecological, scientific, educational, and aesthetic value", "natural, scenic and open condition" and "natural values" as used herein shall, without limiting the generality of the

terms, mean a condition that is no less natural than the condition of the Protected Parcel at the time of this Grant, "natural" meaning that native plants and wildlife are permitted to carry out their life cycles without undue human interference.

E. Grantor intends to and does convey to Grantee the right to preserve and protect the conservation values of the Protected Parcel in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement; and Grantee by accepting the terms of this Conservation Easement intends to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Protected Parcel according to the terms of this Conservation Easement.

F. The purpose of this Conservation Easement is to assure that the Protected Parcel will be retained and forever preserved in its natural, forested condition, as a habitat for plants and wildlife and as a buffer zone for the streams, if any, contained within it.

G. Grantor and Grantee intend that this Conservation Easement shall be a "conservation easement" as defined in Section 5301.67 of the Ohio Revised Code.

H. Grantee is willing to accept the Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein and imposed hereby.

**NOW, THEREFORE**, for and in consideration of the premises and the foregoing recitations, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises, covenants, terms, conditions, and restrictions hereinafter set forth, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, forever and in perpetuity, this Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Parcel, for the purposes of preserving, protecting, and maintaining the Protected Parcel as a scenic, natural, and wooded area, as habitat for plants, wildlife, and together with the right of access, and of visual access to and view of the Protected Parcel in its natural, scenic and open condition.

**THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:**

**I. Rights and Responsibilities of Grantor**

Grantor agrees as follows:

1. Except as otherwise herein provided, the Protected Parcel shall remain in its natural condition and be managed in a manner consistent with its preservation as a natural, scenic, open and wooded area. Each and every other activity or construction that might endanger the natural,



scenic, open and wooded state of the Protected Parcel is forbidden. Without limiting the generality of the foregoing, it is Grantor's intent that this Conservation Easement prohibit commercial, industrial, or residential use of the Protected Parcel.

2. There shall be no activities or uses detrimental to water purity on the Protected Parcel and no alteration or manipulation of the natural water courses, streams, gorges, marshes, wetlands, ponds or other water bodies or stormwater conditions by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland, stormwater and water course attributes and except as may be necessary to (i) prevent or halt soil erosion, soil slippage, and damage from erosion or (ii) maintain, repair or remove existing stormwater conditions and ponds.

3. No roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed on the Protected Parcel except as herein described. No fences shall be hereafter erected on the Protected Parcel, except that any existing fences may be maintained, repaired, replaced or removed as needed, and except that fences may be installed, upon consent of Grantee, along the Protected Parcel boundary or around special preserved or restricted areas for ecological and conservation purposes, provided that any fence or fence maintenance does not impede stream and water flow and further provided that such installation or maintenance shall be performed with minimal disturbance to vegetation within the easement. The area needed to install or repair such fences shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

4. There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Protected Parcel, and no changing of its topography through the placing of soil or other substance or material such as landfill or dredging spoils, except in accordance with accepted conservation procedures designed to enhance wetland and/or water course attributes. All trash or nonconforming material that is dumped or placed on the Protected Parcel shall be removed from the Protected Parcel by the person or entity performing the dumping within 30 days of first being found.

5. There shall be no fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, of the surface or subsurface of the Protected Parcel in any manner except as may be required in the course of any activity permitted herein and in accordance with generally accepted conservation procedures excepting what is necessary for the maintenance of foot trails, and that caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Protected Parcel be used as part of any drilling unit for oil and gas production.

6. No power lines, transmission lines, nor communications towers may be erected. No interests in the Protected Parcel shall be granted for such purposes. It is the intent of this provision to grant to the Grantee such an interest in the Protected Parcel as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right to maintain and repair existing telephone, electric, sewer, stormwater, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, Grantor's successors or assigns. The area needed to repair such facilities shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the disturbed area shall be restored at the Grantor's expense to its previous state or as near as practical.

7. There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface. Nor shall there be actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation on the Protected Parcel.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Protected Parcel except in accordance with accepted conservation procedures designed to enhance natural areas, wetland and/or water course attributes. Nor shall there be any use of fertilizers, spraying with biocides or pesticides (to combat insects which pose a health hazard), introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat except in accordance with applicable laws, good husbandry practices, the Management Plan (hereafter defined) and enhancement of wildlife habitats. Notwithstanding the foregoing, vegetation on the Protected Parcel may be managed as may be necessary for:

- A. the control or prevention of imminent hazard, disease or fire and to restore natural habitat areas to promote native vegetation except for the blocking of streams; and;
- B. the removal and clearing of diseased, dying, damaged, desSpringfielded or fallen trees, shrubs, or other vegetation which can be cut and left lying in place except for blocking streams provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
- C. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left lying in place except for blocking streams;
- D. environmental study or evaluation and/or wildlife habitat enhancement; and
- E. the maintenance of any utilities or facilities that exist as of the date of the recording of this Conservation Easement.



9. There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Parcel except for police cars, emergency vehicles, and equipment necessary to accomplish the installation, maintenance or repair activities allowed herein.

10. There shall be no hunting or trapping on the Protected Parcel, except to the extent specifically approved of in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

11. No signs or advertising of any kind or nature shall be located on the Protected Parcel except for:

- A. Signs stating the name and address of the Protected Parcel or marking the entrances, directions and boundaries on the Protected Parcel in favor of the Grantee. Grantee shall have the right to post or clearly mark the boundaries of the Protected Parcel in compliance with Grantee's policies
- B. Grantee shall have the right to post signage recognizing funding sources and grants that were used in the acquisition, enhancement, and/or protection of the Protected Parcel or easement as well as signs, memorials, monuments and other similar signs to promote the Protected Parcel and educational or environmental activities thereon.
- C. Grantor and/or Grantee may erect signs on the Protected Parcel to warn the visitors of hazards (if any), and to notify visitors of prohibited activities.

12. Grantor expressly reserves for Grantor, Grantor's successors and assigns, the right to use the Protected Parcel for all purposes consistent with this Conservation Easement, provided the same shall not prevent or interfere with the full use and enjoyment of the Conservation Easement by Grantee or be inconsistent with the purposes of the Conservation Easement or be destructive of the Protected Parcel's conservation values. Grantee specifically reserves the right to use and operate the Parcel as a public access passive park, and to construct, maintain and replace improvements, including access drives, parking lots, observation structures, pavilions and restroom facilities, memorials and monuments, perimeter fencing and gates, paths for pedestrian, equestrian and other non-motorized vehicular use by the public, and structures used for the maintenance of the Protected Parcel, and other structures related to the maintenance, restoration, enhancement, preservation and/or permitted uses of the Protected Parcel. The construction, maintenance and use of any said structures shall not substantially harm the conservation values of the Protected Parcel.

13. Grantor acknowledges that the Protected Parcel may be used for public park and natural area conservation purposes consistent with this Conservation Easement that might allow public access to the Protected Parcel during hours of operation typical of area parks. Grantee shall have the right to conduct tours, interpretive programs, and educational activities on the Protected Parcel.

14. Grantor and/or Grantee, and their respective successors and/or assigns, shall each have the right to construct or maintain (a) a 14-foot-wide (including berms) all-purpose, Americans with Disabilities Act compliant, non-motorized recreational trail that is also suitable for small emergency vehicles and (b) unpaved foot trails on the Protected Parcel. These are to be installed with minimal impact to the environment and stream. The trails, including their design, location, and operation, will be in compliance with a Management Plan approved by the Grantee.

15. Grantor and Grantee shall have the right to construct and maintain interpretive displays and signage. These are to be installed with minimal impact to the environment and streams and will be in compliance with a Management Plan approved by the Grantee.

16. Grantor and Grantee may adopt a Management Plan for the care and maintenance of the Protected Parcel in accordance with the terms and conditions of this Conservation Easement (“**Management Plan**”). The Management Plan, and any future updates to said Management Plan, will be subject to the review and approval of Grantee. Grantor and Grantee shall have the right to construct stream and wetland enhancement and/or restoration projects that prevent soil erosion, result in improved stream water quality, and enhance wildlife habitat. Such projects must be in compliance with the Management Plan and approved in advance by Grantee. Grantor shall grant, give, and convey the right to Grantee to install scientific equipment necessary to monitor, study, test, record and produce data or other information relating to environmental conditions, wildlife habitat, and water quality.

17. The Protected Parcel shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than one single parcel.

## **II. Perpetual Restrictions**

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

### **III. Present Conveyance of Real Property Interest**

This Conservation Easement constitutes a real property interest immediately vested in the Grantee.

### **IV. Future Conveyances by Grantor**

Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be incorporated by reference in any subsequent deed, or other legal instrument, by which Grantor divests itself of either the fee simple title to, or of its possessory interest in Grantor's Protected Parcel.

### **V. Amendments of This Conservation Easement**

This Conservation Easement may be amended only with the written consent of the Grantor, Grantee, and OPWC. Notwithstanding the foregoing, no party shall withhold its consent to any amendment of this Conservation Easement if the effect of such amendment is neutral with respect to or enhances the purposes of the Conservation Easement, such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments, such amendment does not adversely affect the qualification of the Conservation Easement or the status of Grantee under any applicable laws of the State of Ohio and is reasonably required by any funding source for the development of the Protected Parcel. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall be recorded in the Official Records of Cuyahoga County, Ohio.

### **VI. Intentionally Omitted.**

### **VII. Remediation**

In the event a violation of these terms, conditions, or restrictions is found to exist, Grantee may, after notice to Grantor, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction such violation, to require the restoration of the Protected Parcel to its prior conditions, and/or for damages for breach of covenant. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Parcel due to causes beyond the Grantor's control, such as changes caused by natural fire, floods, storm, or unauthorized wrongful acts of third persons.

### **VIII. Releases of Certain Substances**

If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Parcel of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal,



state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

**IX. Grantor's Negligence / Recklessness**

Grantor shall be responsible for damages and/or injuries caused by its negligence and/or recklessness upon the Protected Parcel.

**X. Right of Inspection and Access**

Grantee, or its duly authorized representative, may enter the Protected Parcel at any time on any day. Grantor shall allow access across any of Grantor's adjacent properties if access from a public street to the Protected Parcel is for any reason unavailable.

**XI. Grantee's Rights and Remedies**

In order to accomplish the purposes of this Conservation Easement, the following rights and remedies are conveyed to Grantee, so that Grantee may: (1) preserve and protect the conservation values of the Protected Parcel, (2) prevent any activity on or use of the Protected Parcel which is inconsistent with the purposes of this Conservation Easement, and (3) require the restoration of any areas of the Protected Parcel that may be damaged by any unauthorized activity or use:

To accomplish the purposes of this Conservation Easement, Grantee, its employees, representatives, and agents, shall be entitled to enter in, upon, and over the entire Protected Parcel at any reasonable time and from time to time, (a) for conservation, educational and interpretive activities, (b) to monitor Grantor's compliance with and otherwise to enforce, the terms, conditions, and restrictions of this Conservation Easement, (c) to prevent any activity or use that is inconsistent with the purposes of this Conservation Easement, (d) to require or effect restoration of such areas or features of the Protected Parcel that may be or have been damaged, and (e) to oversee Grantor's habitat and other management activities (collectively, "**Conservation Activities**"). In order to preserve, protect and enhance the conservation values of the Protected Parcel, Grantee shall have the right to manage the Protected Parcel by performing any of the following including, but not limited to:

- i. planting trees, shrubs, and perennial and/or annual plants;
- ii. removing nuisance and/or non-native flora and fauna by any lawful means;
- iii. placing nesting structures for waterfowl and other birds;



- iv. trimming, cutting, and/or removing plants to improve habitat potential for fish, plants, and wildlife;
- v. restoring wetlands, "prairie lands" and other endangered habitats that have been previously disturbed, which restoration may require, without limitation, manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies;
- vi. performing any and all maintenance or repair activities;
- vii. conducting biological or water quality surveys and installing scientific instrumentation ancillary thereto; and
- viii. constructing and maintaining trails and related amenities, including without limitation: (i) a trailhead development, consisting of, amongst other facilities: (a) a trailhead driveway, (b) parking areas, (c) a recreational pavilion for picnicking or other recreational activities, (d) an interpretive/environmental education facility, and (e) restrooms; and (ii) other trail facilities consisting of, amongst other matters: (a) an all-purpose handicapped pedestrian trail that is also suitable for emergency vehicles being not more than twelve (12) feet wide including berms, (b) trail bridges, (c) boardwalks, (d) restroom facilities, and (e) observation structures.

Notwithstanding anything to the contrary hereinbefore set forth, all of the Conservation Activities and any management activities permitted herein shall be conducted in accordance with the requirements of this Conservation Easement and sound preservation/conservation practices without violating applicable governmental laws, rules and regulations. Each party shall use reasonable efforts to keep the other apprised of all significant activities to be conducted on the Protected Parcel.

A. Notice of Violation Corrective Action: If Grantee determines that a material violation of the terms of this Conservation Easement has occurred by Grantor's actions or inappropriate inaction or is otherwise threatened by Grantor, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves material injury to the conservation values of the Protected Parcel resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Parcel so injured to its prior condition in accordance with a plan approved in writing by Grantee.

B. Injunctive Relief: If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law

or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction, and to require the restoration of the Protected Parcel in the condition that existed prior to any such injury.

C. Damages: Provided Grantee has given Grantor notice and opportunity to cure as hereinbefore set forth in Section A of this Section XI, Grantee shall be entitled to recover damages for a material violation of the terms of this Conservation Easement or material injury to any conservation values protected by this Conservation Easement, including, without limitation, damages (as awarded by the Court) for the loss of any scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Parcel.

D. Emergency Enforcement: If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Parcel, Grantee may pursue its remedies under this section without prior notice to Grantor and without waiting for the period provided for cure to expire.

E. Scope of Relief: Grantor agrees that the remedies at law for Grantee for any violation of the terms of this Conservation Easement are inadequate and that the Grantee may be entitled to the injunctive relief described in this section, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy or otherwise available legal remedies. The remedies of Grantee described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Cost of Enforcement: Provided Grantee has given Grantor notice and opportunity to cure as hereinbefore set forth in Section A of this Article XI, all reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and attorney's fees, and any costs of restoration necessitated by Grantor's material violation of the terms of this Conservation Easement shall be borne by Grantor. Grantor shall pay no costs in the event the judgment is in Grantor's favor.

G. Forbearance: Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any of its terms shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same. No delay or omission by Grantee in the exercise of any right or remedy shall be construed as a waiver.

H. Waiver of Certain Defenses: Grantor hereby waives any defenses of laches, estoppel, or prescription.



I. Third Parties. Nothing in this section will prevent Grantor or Grantee from proceeding immediately against third parties who cause violations of this Conservation Easement.

J. Force Majeure. It is specifically acknowledged that the remedies in this section will not apply to violations caused by third parties, war, Acts of God, force majeure or other causes beyond the control of Grantor.

K. Right to Post Signs: Grantee shall have the right to post one or more signs on the Protected Parcel which indicate that it is burdened by a conservation easement in favor of Grantee.

## **XII. Enforcement by OPWC**

If Grantor should fail to observe the covenants and restrictions set forth herein, Grantor will have ninety (90) days after receipt of specific written notice of the violation from the OPWC to either dispute the violation notice or cure the violation. As long as Grantor is diligent in rectifying a violation, the cure period may be extended an additional ninety (90) days. In the event the Grantor is unable to rectify the violation and the violation is material, Grantor shall pay to the OPWC upon demand both: 1) all grant funds disbursed to Grantee, 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 Grantee's receipt of the Grant. Grantor acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event a breach or violation of the covenants and restrictions set forth herein, the determination of which is not readily ascertainable. OPWC shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and covenants set forth herein. Failure by OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

## **XIII. Restriction on Transfer of the Protected Parcel**

Grantor shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Protected Parcel without the prior written consent of OPWC, which consent may be withheld in its sole discretion; provided however, such consent will not be unreasonably withheld or delayed in the event the Protected Parcel is transferred to a municipality, governmental entity, park district, or other private entity with a express purpose of owning and maintaining natural conservation areas or parks.

#### **XIV. Payment of Taxes and Special Assessments**

Grantor shall pay all taxes and special assessments validly assessed and levied against Grantor's Protected Parcel, including any such taxes validly levied and assessed against the Conservation Easement by competent authorities, and shall bear all costs of maintenance, insurance and any liabilities related to the Protected Parcel.

#### **XV. Eminent Domain**

If all or part of the Protected Parcel is taken in the exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this conservation easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Parcel (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Protected Parcel, such proportion to be established by using the relationship at the time of this Conservation Easement, of the fair market value of the Protected Parcel encumbered by this Conservation Easement as compared to the fair market value of the Protected Parcel as unencumbered by the Conservation Easement.

#### **XVI. Transfer by Grantee**

Grantee shall have the right to transfer this perpetual Conservation Easement to any organization which is eligible to hold a conservation easement under the laws of the State of Ohio that agrees to the terms, conditions, restrictions, and purposes of this Conservation Easement, provided that such transfer shall be subject to the prior written consent of the OPWC, whose consent will not be unreasonably withheld or delayed. Grantee shall provide Grantor and OPWC 30 days advance notice of such transfer.

#### **XVII. Surveys**

If any future concerns about the Protected Parcel boundaries arise and cannot be resolved between Grantor and Grantee, Grantor will survey, or cause to be surveyed, the Protected Parcel. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. The Protected Parcel survey will be paid for in full by the Grantor, unless the survey results substantiate the Grantor's position, in which case Grantee shall pay said fees.



### **XVIII. Recording and Deed Reference**

This Conservation Easement will be filed and recorded with the Cuyahoga County Records' Office by Grantee. Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessor interest in the Protected Parcel. Furthermore, Grantor agrees that if a new plat plan is being done for the Protected Parcel, the Conservation Easement will be referred to on the registered plat plan.

### **XIX. Grantor's Continuing Obligation**

Grantor's continuing obligations hereunder shall cease upon transfer of Grantor's interest in the Protected Parcel, provided however, that Grantor shall remain liable to Grantee for any breach of the warranties, representation, covenants, and/or promises contained herein occurring or existing prior to the date of such transfer. Grantor shall provide Grantee 30 days advance notice of any such transfer.

### **XX. Miscellaneous**

A. Ohio Law to Govern. The laws of the State of Ohio shall govern this Conservation Easement. If any provision herein is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby. This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of the Conservation Easement.

B. Counterparts. The parties may execute this Conservation Easement in one or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument with respect to the party who signed it. In the event of any disparity between counterparts, the counterpart recorded by Grantee shall be controlling.

C. Nature of Easement. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Conservation Easement granted and accepted hereby constitute a "conservation easement" as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code and that the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.

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

The notice addresses of the parties are as follows:

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

Grantor: City of Mansfield, Ohio, an Ohio municipal corporation  
30 N. Diamond Street  
Mansfield, Ohio 44902

Grantee: West Creek Conservancy  
P.O. Box 347113  
Parma, Ohio 44134

**TO HAVE AND HOLD** unto Grantee, its successors and assigns forever. The covenants agreed to and the terms, obligations, conditions, restrictions, and purposes imposed as aforesaid, shall be binding upon and inure to the benefit of Grantor, Grantee, and OPWC and their respective, grantees, successors and assigns, and all other successors in interest, and shall continue as a servitude running in perpetuity with the Protected Parcel.

**IN WITNESS WHEREOF**, Grantor sets his hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor: City of Mansfield, an Ohio municipal corporation

By: \_\_\_\_\_  
Louis Andres, Public Works Director

Approved as to form and correctness:

Roeliff E. Harper, Esq.  
Mansfield Law Director

STATE OF OHIO )  
 ) ss:  
COUNTY OF RICHLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the \_\_\_\_\_, on behalf thereof.

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

**ACCEPTANCE**

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

IN WITNESS WHEREOF, West Creek Conservancy, has executed and delivered this Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Grantee: West Creek Conservancy

By: \_\_\_\_\_  
Derek Schafer, Executive Director

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_ by Derek Schafer, the Executive Director of West Creek Conservancy, an Ohio non-profit corporation, on behalf of the corporation.

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

MAP OF GRANTOR'S PROTECTED PARCEL

EXHIBIT A



LEGAL DESCRIPTION OF PROTECTED PARCEL

**EXHIBIT B**

*Page B1 of 3*

**EXHIBIT C**

*(Page C17 of 19)*

**EXHIBIT B**

*Page B2 of 3*

**EXHIBIT C**

*(Page C18 of 19)*

**EXHIBIT B**

*Page B3 of 3*

**EXHIBIT C**

*(Page C19 of 19)*

## **Summary of Benefits of a Conservation Easement for Camp Covert**

Establishing a conservation easement on the 110-acre Camp Covert property provides long-term protection of one of Mansfield's most valuable natural assets while expanding opportunities for public use and education. With ***Mansfield donating a conservation easement*** along that section west of OBS, we're able to create a nearly 315-acre protected corridor - all to protect source drinking water, added recreational opportunities (e.g. passive camping by permit, etc), hunting/wildlife management is maintained/expanded as well as joint community programming expansion with OBS.

And with the easement being ***donated to West Creek*** - we're able to gift the Camp Covert property to the City - a 2M+ property with almost turn key amenities (e.g. lodge, pavilions, fishing pond, maintenance building)

### ***The easement would:***

- **Protect the City's drinking water supply** by preserving the natural headwater area that feeds into the Clearfork Reservoir municipal water system, ensuring clean, reliable water for future generations. Mitigating contaminants upstream from development
- **Support environmental education and recreation** through shared use with the Ohio Bird Sanctuary, enabling programs, guided activities, and nature-based events. city-wide in-service training site with minimal renovations and utilities upgrades (i.e.: K9, Law enforcement, tracking and staff seminars) Re-establishment of an Ohio native meadow area.
- **Maintain community access for primitive group camping and events**, including Scouts, schools, 4-H, FFA, and other organizations that relied on the site for outdoor learning and primitive camping experiences.
- **Expand opportunities for individual primitive camping**, increasing the number of designated sites to accommodate special events, holiday weekends, and overflow needs such as Incarceration Festival visitors.
- **Provide public access for low-impact outdoor recreation**, including hunting, fishing, hiking, cross country running and nature study, encouraging residents and visitors to engage with the natural landscape.

## **What is a Conservation Easement?**

Overall, the conservation easement ensures long-term protection of critical natural resources while enhancing public recreation, education, and community engagement on the Camp Covert property. A conservation easement is a voluntary, legally binding agreement designed to protect a property's natural or historic features. Through this arrangement, a landowner limits certain uses of their land, but the property remains in private ownership. This legal tool is tailored to the specific characteristics of the land and the owner's goals. The agreement is recorded with the property's deed, making its terms binding on all future owners.

## **What are the Protected Conservation Values?**

- The preservation of 110 acres of land for public outdoor recreation or education and 315 acres of protected corridor for the City of Mansfield.
- The protection of a relatively natural habitat for fish, wildlife, plants, or a similar ecosystem with 300+ species identified.
- The preservation of open space, including farmland and forests, for the scenic enjoyment of the public or as part of a governmental conservation policy. West Creek will restore the meadow (with is currently mowed) - to help diversify bird habitat, etc.
- The preservation and protection of a significant tributary connection to the Clear Fork.



RESOLUTION # \_\_\_\_\_

Acceptance on behalf of the Council of the City of Mansfield, Ohio of the report and recommendation of the fact-finder in SERB File #24-MED-12-1384 with respect to certain issues in collective bargaining with the International Association of Fire Fighters (IAFF), Local #266, and declaring an emergency.

**WHEREAS**, such negotiations resulted in an impasse which was unresolved and therefore a fact-finder was appointed to make final recommendations and report as to all the unresolved issues between the parties which report now has been made, and

**WHEREAS**, pursuant to Ohio Revised Code §4117.14(C)(6), not later than seven (7) days after the findings and recommendations of the fact-finder are sent, the legislative body must meet and consider the recommendations and report of said fact-finder.

SECTION 1. That the report and recommendation of the fact-finder in SERB File #24-MED-12-1384 regarding the issues in dispute between the City of Mansfield and the International Association of Fire Fighters (IAFF), Local #266 be, and the same is hereby, accepted.

SECTION 3. That being a response required to be made promptly under statutory procedures; this Resolution shall take effect immediately.

SIGNED /s/ Phillip E. Scott  
President of Council

APPROVED /s/ Jodie Perry  
Mayor

APPROVED AS TO FORM: Roeliff E. Harper  
Law Director  
City of Mansfield, Ohio

RESOLUTION # \_\_\_\_\_

APPROVED AS TO FORM: Roeliff E. Harper  
Law Director  
City of Mansfield, Ohio

ORDINANCE # \_\_\_\_\_

Authorizing the Mayor, Safety-Service Director, Public Works Director and Human Resources Director to enter into a Collective Bargaining Agreement with the International Association of Fire Fighters (IAFF), Local #266, and declaring an emergency.

SECTION 1. That the Mayor, Safety-Service Director, Public Works Director and Human Resources Director be, and they are hereby, authorized on behalf of the City of Mansfield, Ohio, to enter into a three-year Collective Bargaining Agreement with the International Association of Fire Fighters (IAFF), Local #266, a copy of which Agreement will be available once executed in the Human Resources Department.

SECTION 3. That by reason of the immediate necessity for entering into said Agreement pursuant to the negotiations, and to promote harmony with City employees, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

SIGNED /s/ Phillip E. Scott  
President of Council

APPROVED /s/ Jodie Perry  
Mayor

APPROVED AS TO FORM: Roeliff E. Harper  
Law Director  
City of Mansfield, Ohio