

TRANSFER NOT NECESSARY

AUG 02 2022

Andrea Weaver
ANDREA L. WEAVER, AUDITOR

BY *Heidi Ruto*

**To be recorded with Deed
Records - R.C. ' 317.08**

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into pursuant to Ohio Revised Code (R.C.) Sections 5301.80 to 5301.92 by Tally-Ho Farms LLC, an Ohio Limited Liability Company (the "Owner"), having an address of 6295 Cosgray Road, Dublin, Ohio 43016 and Evergreen Land Company, an Ohio Corporation (the "Holder"), having an address of 6295 Cosgray Road, Dublin, Ohio 43016, and the Ohio Environmental Protection Agency ("Ohio EPA"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee simple of certain real property, which contains the Covenant Area and is situated in Union County, Ohio, in the Big Darby watershed;

WHEREAS, the Owner has proposed a project the approvals for which require the Owner to obtain coverage under the general permit for storm water discharges associated with construction activity located within the Big Darby Creek watershed under the National Pollutant Discharge Elimination System, Ohio EPA permit number OHC000005 (the "Permit");

WHEREAS, in order to mitigate for impacts associated with the Owner's proposed for impacts associated with the Owner's proposed net loss of recharge and as a condition of being granted coverage under the Permit, the Ohio EPA requires the Owner to obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

WHEREAS, the Covenant Area possesses substantial value in conserving and

protecting the physical, biological and chemical integrity of Sugar Run Stream and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act.

WHEREAS, Owner proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Environmental Covenant.

Now therefore, Owner and Holder and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. Sections 5301.80 to 5301.92.

2. Covenant Area. The Covenant Area is an approximately 11.574 acre tract of real property; located at 8990 State Route 42, in Union County, Ohio, and more particularly described in Exhibit A [narrative] and Exhibit B [map] attached hereto and hereby incorporated by reference herein ("the Covenant Area").

3. Tally-Ho Farms LLC is the fee simple owner of the Covenant Area.

4. Evergreen Land Company is the holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the conditions set forth in the Permit issued to Holder and given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:

Disturbance: Disturbance of the Covenant Area is prohibited, other than activities that promote natural and/or native vegetation in the Covenant Area or activities approved by the Ohio EPA associated with restoration or recovery of natural floodplain and channel form characteristics;

Cutting and Other Control of Vegetation: Any cutting of trees, ground cover, grasses or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species or other control activities that are approved by the Ohio EPA; Ohio EPA has pre-approved drainage maintenance and mowing as necessary in the Covenant area for this project;

Fertilization: The use or disposal of fertilizers is prohibited in the Covenant Area;

Division: Any division or subdivision of the Covenant Area is prohibited;

Commercial Activities: Commercial development, and agricultural or industrial activity on the Covenant Area is prohibited;

Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited;

Dumping: Waste, yard waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and

Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the Permit and approved by the Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to R.C. 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. The Owner hereby grants to Ohio EPA, its agents, contractors, and employees and the Holder or its agents the right of access to the Covenant Area in connection with the implementation or Enforcement of this Environmental Covenant.

9. Compliance Reporting. The Owner and any Transferee shall submit to Ohio EPA, upon request by the Ohio EPA, written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATE 8/2/2022 RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE Union COUNTY RECORDER ON 8/2/22 IN DOCUMENT *, OR BOOK -, PAGE -, THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: *202208020007383

[In the notice, restate restrictions from Paragraph 5 of this Covenant]

The Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

11. Representations and Warranties. The Owner hereby represents and warrants to the other signatories hereto:

- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered and, for example, is not subject to any utility, road or other easement ;
- c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder[s], and the Ohio EPA, pursuant to R.C. §§ 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Amendment or termination shall not affect the Owner's obligations pursuant to the Construction Storm Water NPDES Permit.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder[s], and the Owner[s] or

Transferee[s] of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner[s] or Transferee[s] shall file such instrument for recording with the Union County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Union County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Union County Recorder.

17. Distribution of Environmental Covenant. The Owner[s] shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; Union County, Jerome Township, any Holder, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property; and any other person designated by Ohio EPA.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Division of Surface Water
Ohio EPA Central District Office
Mitigation Compliance
P.O. Box 1049
Columbus, Ohio 43216-1049

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned Allen S. Shepherd, III represents and certify that they are authorized to execute this Environmental Covenant.

This instrument was prepared by Ohio EPA and: Faye D. Cox, of Schulze, Cox & Will.

The remainder of this page is intentionally left blank. Signature pages to follow.

IT IS SO AGREED:

OWNER:

By: *Allen S. Shepherd, III*

Allen S. Shepherd, III
Tally-Ho Farms LLC

Title: *Owner*

Date: *4-29-22*

State of Ohio)
County of Union) ss:

Before me, a notary public, in and for said county and state, personally appeared, *Allen S. Shepherd, III*, a duly authorized representative of *Tally-Ho Farms LLC* who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of *Owner of Tally-Ho Farms LLC*

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this *29th* day of *April*, 20*22*.

Dianne L. Strunkenburg
Notary Public



DIANNE L. STRUNKENBURG
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-30-2022
Recorded in
Madison County

HOLDER:

By: *AS Shepherd III*

Allen S. Shepherd, III
President
Evergreen Land Company

Title: Pres

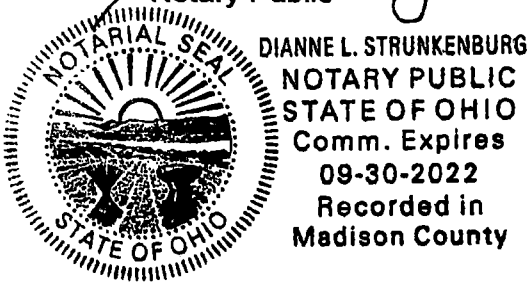
Date: 4-28-22

State of Ohio)
County of Union) ss:

Before me, a notary public, in and for said county and state, personally appeared, Allen S Shepherd, III a duly authorized representative of Evergreen Land Company who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Evergreen Land Company

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 28th day of April, 2022.

Dianne L Strunkenburg
Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY

By: Laurie A. Stevenson

Laurie A. Stevenson, Director

Date: 6/29/22

State of Ohio)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared, Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 29th day of JUNE, 2022.



Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2024

Exhibit A
Legal Description of Property

EXHIBIT A**11.574 Acres**

Description of a 11.574 acre Environmental Covenant Reserve, out of a 32.476 acres owned by Tally-Ho Farms LLC. by O.R. 534, Page 776, PID 15-0020001.0000; with said 33.176 acres being located in the State of Ohio, Union County, Jerome Township and all 33.176 acres being located in V.M.S. 5125. Said 33.176 acres also fronting State Route 42 and Currier Road (County Road 8-A) this 11.574 Acres, being more particularly described as follows:

Commencing for reference at an Iron Pin found in the southeast line of State Route 42; Thence **N 58°06'56" E** a distance of **2198.16 feet**, along said line to a point in the centerline of State Route 42, being the northwest corner of said **32.476 Acres**.

Thence **S 39°14'57" W** a distance of **30.25 feet**, along the west Line of said 32.476 Acres, being the east line of a 53.43 acre tract described in Official Record 207, page 45 to New York Central Lines and being the northwest corner of the herein described tract and the True Point of Beginning, also being a capped 5/8" iron pin set with a plastic cap stamped "S-7876".

Thence along the north line the following three (3) courses:

1. **N 58°06'56" E** a distance of **161.26 feet** to a capped 5/8" iron pin set with a plastic cap stamped "S-7876";
2. **N 72°51'33" E** a distance of **196.47 feet** to a capped 5/8" iron pin set with a plastic cap stamped "S-7876";
3. **N 52°40'19" E** a distance of **295.08 feet** to a capped 5/8" iron pin set with a plastic cap stamped "S-7876" in the west right-of-way line of Currier road, being the northeast corner of the herein described **11.574 Acres**.

Thence **S 32°01'28" E** a distance of **910.96 feet** along said right-of-way line to a capped 5/8" iron pin set with a plastic cap stamped "S-7876" for the southeast corner of the herein described **11.574 Acres**.

Thence **S 69°09'46" W** a distance of **550.48 feet** crossing said 32.476 Acres, to a capped 5/8" iron pin set with a plastic cap stamped "S-7876" in the west line of said 32.476 Acres, being the southwest corner of the herein described **11.574 Acres**.

Thence **N 39°14'57" W** a distance of **834.37 feet** along said line to the True Point of Beginning of the herein described **11.574 Acres**.

Containing a **11.574 Acres**, in Union County, in Jerome Township. The plat of this survey is on permanent file in the Union County Tax Map Department. All iron pins set are 5/8" rebar with a plastic cap stamped "S-7876". Being subject to all easements, agreements with Jerome Township, legal highways, zoning and to all conditions and descriptions of record.

BASIS OF BEARING: All bearings are based upon the Ohio State Plane, North Zone, established by GPS/ODOT-VRS methods NAD 88/2011 2010.0 epoch, as determined by NGS with elevations determined by 2012A Geoid.


Steven L. Lamphear, PS 7876



Exhibit B
Metes and Bounds Survey

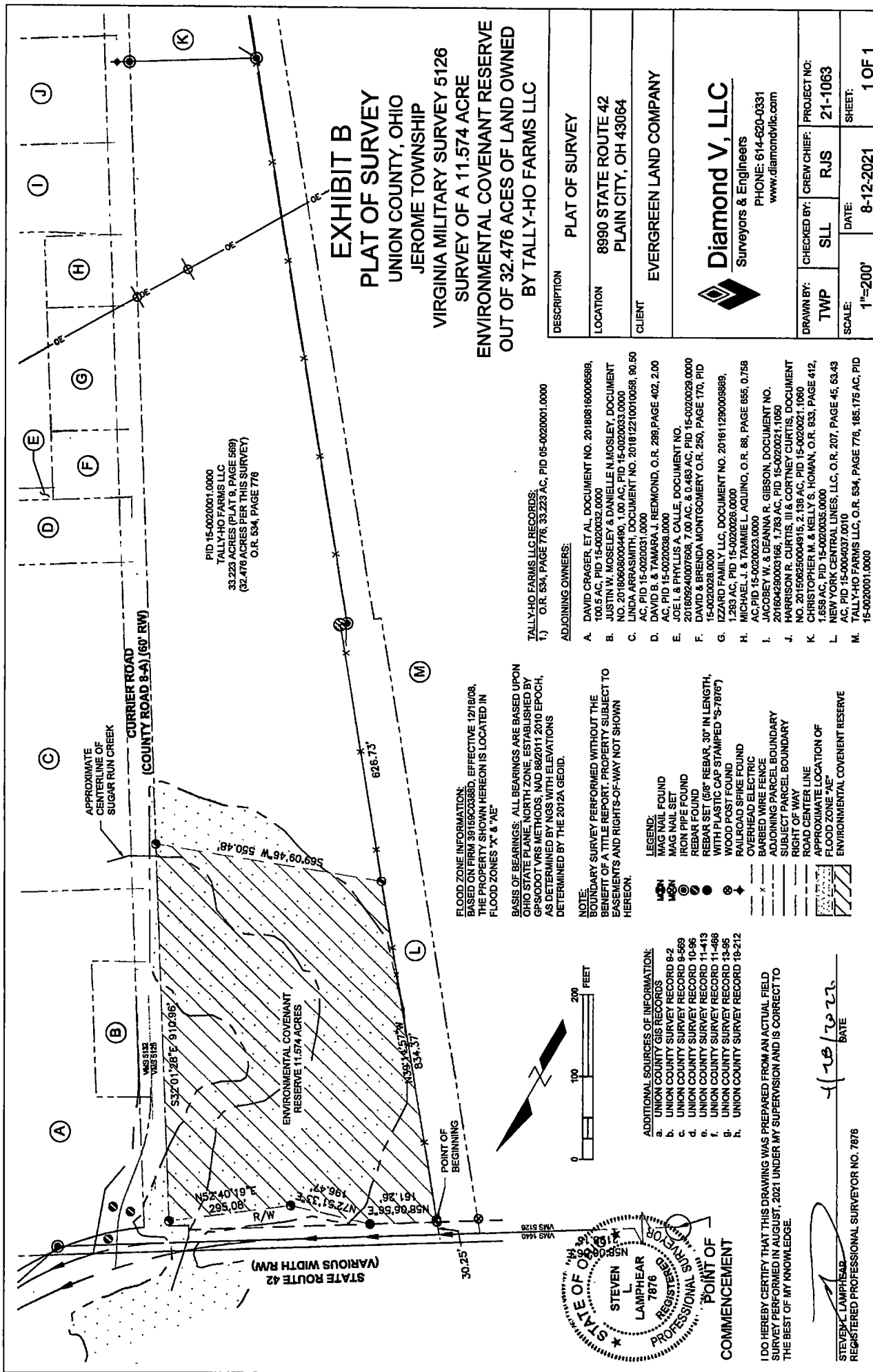



EXHIBIT B
PLAT OF SURVEY
 UNION COUNTY, OHIO
 JEROME TOWNSHIP
 VIRGINIA MILITARY SURVEY 5126
 SURVEY OF A 11.574 ACRE
 ENVIRONMENTAL COVENANT RESERVE
 OUT OF 32.476 ACES OF LAND OWNED
 BY TALLY-HO FARMS LLC

DESCRIPTION		PLAT OF SURVEY
LOCATION	8990 STATE ROUTE 42 PLAIN CITY, OH 43064	
CLIENT	EVERGREEN LAND COMPANY	
 Diamond V, LLC Surveyors & Engineers PHONE: 614-620-0331 www.diamondvllc.com		
DRAWN BY:	CHECKED BY:	PROJECT NO:
TWP	SLL	RJS
SCALE:	DATE:	SHEET:
1"=200'	8-12-2021	1 OF 1

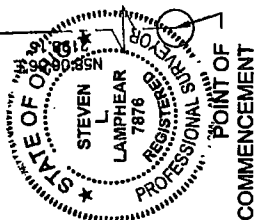
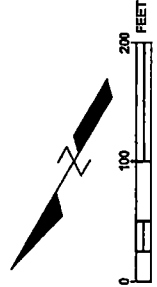
- ADJOINING OWNERS:**
- A. DAVID CRAGER, ET AL, DOCUMENT NO. 2018081600065889, 100.5 AC, PID 15-0020032.0000
 - B. JUSTIN W. MOSELEY & DANIELLE N. MOSELEY, DOCUMENT NO. 201806080004490, 1.00 AC, PID 15-0020033.0000
 - C. LINDA ARRAZSMITH, DOCUMENT NO. 201812210910058, 90.50 AC, PID 15-0020031.0000
 - D. DAVID B. & TAMARA J. REDMOND, O.R. 298, PAGE 402, 2.00 AC, PID 15-0020038.0000
 - E. JOE L. & PHYLLIS A. CALLE, DOCUMENT NO. 201806240007698, 7.00 AC, & 0.483 AC, PID 15-0020029.0000
 - F. DAVID & BRENDA MONTGOMERY O.R. 250, PAGE 170, PID 15-0020028.0000
 - G. IZZARD FAMILY LLC, DOCUMENT NO. 2016112900009889, 1.283 AC, PID 15-0020026.0000
 - H. MICHAEL J. & TAMMIE L. AQUINO, O.R. 88, PAGE 655, 0.758 AC, PID 15-0020023.0000
 - I. JACOBEE W. & DEANNA R. GIBSON, DOCUMENT NO. 201604290003166, 1.783 AC, PID 15-0020021.1050
 - J. HARRISON R. CURTIS, III & CORTNEY CURTIS, DOCUMENT NO. 201506250004915, 2.138 AC, PID 15-0020021.1060
 - K. CHRISTOPHER M. & NELLY S. HOMAN, O.R. 933, PAGE 612, 1.658 AC, PID 15-0020035.0000
 - L. NEW YORK CENTRAL LINES, LLC, O.R. 207, PAGE 45, 53.43 AC, PID 15-0004037.0010
 - M. TALLY-HO FARMS LLC, O.R. 534, PAGE 778, 185.175 AC, PID 15-0020001.0000

FLOOD ZONE INFORMATION:
 BASED ON FIRM 3915R0338RD, EFFECTIVE 12/18/08, THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONES "X" & "AE".

BASIS OF BEARINGS: ALL BEARINGS ARE BASED UPON OHIO STATE PLANE, NORTH ZONE, ESTABLISHED BY GEODETIC SURVEY METHODS, NAD 83/2011 2010 EPOCH, AS DETERMINED BY NGS WITH ELEVATIONS DETERMINED BY THE 2012A GEGD.

- NOTE:**
 BOUNDARY SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. PROPERTY SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY NOT SHOWN HEREON.
- LEGEND:**
- MON MAG NAIL FOUND
 - MON MAG NAIL SET
 - IRON PIPE FOUND
 - REBAR FOUND
 - REBAR SET 60" REBAR, 30" IN LENGTH, WITH PLASTIC CAP STAMPED "S-7876"
 - WOOD POST FOUND
 - RAILROAD SPIKE FOUND
 - OVERHEAD ELECTRIC
 - BARBED WIRE FENCE
 - ADJOINING PARCEL BOUNDARY
 - SUBJECT PARCEL BOUNDARY
 - RIGHT OF WAY
 - ROAD CENTER LINE
 - APPROXIMATE LOCATION OF FLOOD ZONE "AE"
 - ENVIRONMENTAL COVENANT RESERVE

- ADDITIONAL SOURCES OF INFORMATION:**
- a. UNION COUNTY GIS RECORDS
 - b. UNION COUNTY SURVEY RECORD 9-2
 - c. UNION COUNTY SURVEY RECORD 9-589
 - d. UNION COUNTY SURVEY RECORD 10-36
 - e. UNION COUNTY SURVEY RECORD 11-413
 - f. UNION COUNTY SURVEY RECORD 11-468
 - g. UNION COUNTY SURVEY RECORD 13-36
 - h. UNION COUNTY SURVEY RECORD 19-212



I DO HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED IN AUGUST, 2021 UNDER MY SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

STEVEN L. LAMPHEAR
 REGISTERED PROFESSIONAL SURVEYOR NO. 7876

DATE: 8/12/2021

Exhibit C
Aerial Image of Covenant Area



NEW CALIFORNIA HILLS 13 GROUNDWATER RECHARGE MITIGATION	
<u>CULTIVATED FARM GROUND</u> 7.98 ACRES REQUIRED 8.91 ACRES PROVIDED	
EXHIBIT C GROUNDWATER RECHARGE MITIGATION PROPERTY PLAN	
TALLY-HO FARMS LLC EVERGREEN LAND COMPANY 6295 COSGRAY ROAD DUBLIN, OHIO 43016 614-889-1115	
SCALE:- 1"=200'	
DATE: SEPT., 2021	SHEET: 1 OF 1