

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2025-56**

**AUTHORIZING THE RELEASE OF GRANT FUNDS IN THE AMOUNT OF \$113,000 FROM
THE GREEN SPACE FUND TO TECUMSEH LAND TRUST FOR THE PURPOSE OF
CONSERVING FARMLAND LOCATED OUTSIDE THE VILLAGE URBAN SERVICE
BOUNDARY**

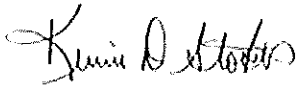
WHEREAS, by way of Resolution 2024-64, Council granted \$113,000.00 from the Greenspace Fund towards the preservation of a reasonable amount of land in a manner to be determined by the Village Manager and the Executive Director of the Tecumseh Land Trust, its purpose being the establishment of a conservation easement to further community efforts to protect Jacoby Greenbelt properties; and,

WHEREAS, Tecumseh Land Trust has entered into a purchase agreement for the conservation easement and has formally requested the release of the funds necessary to purchase the conservation easement for specific property located along Dayton Yellow Springs and Snypp Roads;

NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY RESOLVES THAT:

Section 1. Council hereby certifies that preservation of Jacoby Greenbelt properties is in accordance with Village priorities regarding protection and conservation of open space for the Village of Yellow Springs.

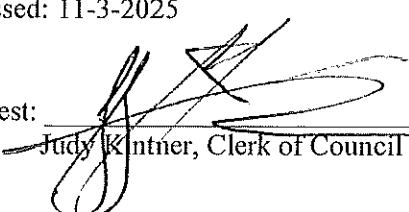
Section 2. Council hereby directs staff to release the previously approved \$113,00.00 from the Greenspace Fund to Tecumseh Land Trust for the purchase of a conservation easement for the land located along Dayton Yellow Springs and Snypp Roads in accordance with the attached Exhibit A Grant Agreement.



Kevin Stokes, President of Council

Passed: 11-3-2025

Attest: _____



Judy Kintner, Clerk of Council

ROLL CALL

Kevin Stokes ___Y___ Gavin DeVore Leonard ___Y___ Brian Housh ___Y___

Carmen Brown ___Y___ Trish Gustafson ___ABSENT___

GRANT AGREEMENT

This Grant Agreement ("the Agreement") is hereby made and entered into this 23 day of October 2025 (the "Effective Date") by and between the Village of Yellow Springs, Ohio, an Ohio municipal corporation (the "Village") and the Tecumseh Land Preservation Association, often referred to as Tecumseh Land Trust ("TLT"), an Ohio nonprofit corporation. The Village and TLT at times may be collectively referred to as the "Parties" or individually as a "Party" under the terms of this Agreement.

RECITALS

WHEREAS, Village Council wishes to commit up to \$113,000.00 from the Greenspace Fund towards the acquisition of a conservation easement to protect Jacoby Greenbelt properties as depicted in the attached Exhibit A, said acquisition of conservation easement is referred to herein as "the Acquisition"; and,

WHEREAS, the Village of Yellow Springs has long been dedicated to the preservation of greenspace; and

WHEREAS, the Village Council has, to that end, established a Green Space Fund to assist in the purchase of easements on certain properties that Council deems important to our greenspace goals; and

WHEREAS, Council has worked with Tecumseh Land Trust to establish priorities related to the purchase of said easements;

WHEREAS, in furtherance of the Village's goal of preserving green space, funding is being contributed by the Village for the Acquisition as a grant in the amount of One Hundred Thirteen Thousand Dollars and No Cents (\$113,000.00) ("Acquisition Funds");

NOW, THEREFORE, and in consideration hereof the Parties agree as follows:

1. Completion of the Acquisition. In exchange for the Acquisition Funds, TLT will use its best efforts to complete the Acquisition before December 31, 2025 (the "Acquisition Completion Date").
2. Acquisition Funds. TLT will manage the Acquisition Funds in accordance with any applicable laws and the provisions of this Agreement. TLT will use the Acquisition Funds only for purposes of the Acquisition. TLT will maintain records of any expenditures of Acquisition Funds and will provide the Village with access to such records upon 10 days' notice. Should TLT use any Acquisition Funds for purposes unrelated to the Acquisition, as decided in the Village's sole and reasonable discretion, such funds will be repaid to the Village.
3. Necessity of the Grant. The Parties all acknowledge that the Acquisition Funds are necessary for TLT to complete the Acquisition

4. Release of Acquisition Funds. The Village hereby agrees to release the Acquisition Funds to TLT in a one-time lump-sum upon: 1) execution of all necessary contracts to complete the Acquisition including, but not limited to, this Agreement; and an agreement with the owner of the property to be subject to the conservation easement. The Village will release the Acquisition Funds by remitting a check payable to "Tecumseh Land Preservation Association".
5. Return of Acquisition Funds. In the event TLT fails to complete the Acquisition on or before the Acquisition Completion Date, TLT shall return all Acquisition Funds to the Village.
6. Extension of Acquisition Completion Date. The Parties agree that the Acquisition Completion Date may be extended by the Village Manager.
7. Acquisition Completion. Upon completion of the Acquisition, TLT shall submit a report to the Village describing their efforts to complete the Acquisition and their expenditures of the Acquisition Funds. The Village shall have the right to inspect the Acquisition Property to ensure the Acquisition goals have been met. If the Village determines that TLT has not completed the Acquisition's purposes, TLT shall refund the Acquisition Funds to the Village. Any unused Acquisition Funds shall be returned to the Village upon completion of the Acquisition.
8. Publicity. Both TLT and the Village may announce and publicize all terms of the Agreement including, but not limited to, the Parties' names and the Acquisition Funds total. The Parties may use each other's logo in internal and external communications about the Acquisition, however each Party shall have the right to review and must give final approval of any communication using their logo that is unrelated to a public records request. If a Party does not give final approval of a communication using their logo, then their logo shall not be used in that manner unless it is in response to a public records request. Further, each Party shall comply with any trademark terms that the other Party provides for the use of their logo.
9. Indemnification. TLT hereby agrees to indemnify and hold the Village harmless and agrees to defend the Village from and against any and all claims, losses, damages, demands, liabilities, obligations, penalties, actions or rights of action, judgments, suits, costs, expenses, or disbursements of any kind or nature (including, without limitation, reasonable attorneys' fees) which may arise as a result of (a) the breach of this Agreement by TLT, or (b) any action taken or omitted to be taken in connection with the Acquisition through the negligence or intentional act of TLT or any of its trustees, officers, staff, agents, employees or contractors.. The Village shall promptly give TLT written notice, at the address provided in this Agreement, of any and all claims, losses, damages, demands, liabilities, obligations, penalties, actions or rights of actions, judgments, suits, costs, expenses, or disbursements of any kind or nature for which the Village seeks indemnification. Without limiting other obligations to defend, should TLT be required to defend the Village under this Agreement, the Village shall be permitted to select their counsel of choice for their defense (and the reasonable fees of such counsel shall be covered

by this indemnification). The obligations of TLT pursuant to this Section 9 shall survive termination of this Agreement without limitation.

10. **Severability.** If any provision of this Agreement, or any covenants, obligations or agreements contained herein are determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provisions, covenants, obligations or agreements, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any provision, covenant, obligation or agreement shall be subject to more than one interpretation, such interpretation shall be used to make this Agreement effective. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid or unenforceable, the Parties shall negotiate in good faith to create a replacement term that is as close as legally and reasonably practicable to the original term and shall amend this Agreement to include such new term.
11. **Tax Status.** TLT represents and warrants that it is a tax-exempt non-profit under 501(c)(3) of the Internal Revenue Code ("IRC"). TLT shall promptly notify the Village of any changes in such status. TLT shall comply with all IRC provisions applicable to TLT.
12. **Binding Effect Against Successors and Assigns.** The provisions of this Agreement shall be binding upon the Parties hereto and their successors or assigns of the Parties, including successive successors and assigns.
13. **Modification.** This Agreement may not be altered, amended, or modified except by a further written document signed by the Parties.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Greene County, Ohio.
15. **Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties hereto and shall not be interpreted or construed for the benefit of any third parties or non-parties.
16. **Entire Agreement.** This Agreement shall be the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous written or oral agreements, communications, or courses of dealing between the Parties.
17. **Force Majeure.** The Parties will not be required to perform or be held liable for failure to perform if nonperformance is caused by any force majeure event including, but not limited to, work stoppages, war, hostilities, national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or other causes beyond the control of the

Parties. If such an event occurs the Party making the claim shall notify the other Party regarding the event and how to minimize its impact on the Acquisition. In all cases the claiming Party shall use commercially reasonable efforts to address the event and carry out its obligations as soon as feasibly possible.

18. Waiver. Except to the extent that a Party may have otherwise agreed in writing, no waiver by such Party of any breach of the other Party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements, or obligations, nor shall forbearance by a Party to seek a remedy for any breach by the other Party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

19. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties or by any third-party as creating a relationship of principal and agent, partnership, or joint venture between the Parties, it being understood and agreed that no provision contained herein or any act of the Parties hereto shall be deemed to create any relationship other than the grantor and grantee of the Acquisition Funds as set forth herein.

20. Counterparts. This Agreement may be signed in counterparts and shall be binding as if signed together. A facsimile or copy of a signature is valid as an original.

21. Notices:

To: Village of Yellow Springs
Attn: Village Manager
100 Dayton Street
Yellow Springs, Ohio 45387

To: Michele Burns
Attn: Executive Director, Tecumseh Land Trust
P.O. Box 417
Yellow Springs, Ohio 45387

This Agreement is hereby entered into on the Effective Date noted by and between the Parties.

Village of Yellow Springs

By: 
Johnnie Burns, Village Manager

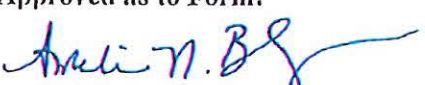
Date: 10-23-2025

Tecumseh Land Trust

By: 
Catherine Crompton, President

Date: 10-27-2025

Approved as to Form:



Amelia N. Blankenship, Village Solicitor