

**IN THE PROBATE COURT OF LICKING COUNTY, OHIO
DEBORAH G. LANG, JUDGE**

In re:

**TRUST CREATED UNDER WILL
OF PERRY L. MILES**

Case No. 1975-0734

Decedent

**EXHIBITS TO APPLICATION FOR APPROVAL OF DONATION OF
TRUST PROPERTY TO LICKING COUNTY PARK DISTRICT**

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Survey description and map of 168.806 acres, Liberty Township
B	Listing of items of tangible personal property to be donated to Licking Park District
C	Resolution of Trust Management Body authorizing donations
D	Conformed copy of Will of Perry L. Miles dated September 30, 1961
E	Affidavit of Roger W. Smith
F	Resolution of LPD passed June 15, 2022, indicating it will accept donation and attaching initial planning document
G	Proposed donor agreement with Licking Park District

VANCE SURVEYING
15071 HYATT ROAD
MOUNT VERNON, OHIO 43050
PH. (740)397-6296
FAX (740) 397-6032

168.806 ACRES

Being situated in Range fourteen (14) West, Township three (3) North, Quarter Township two (2), Lot twelve (12) of Section six (6) and Lot twenty-nine (29) of Section fifteen (15), United States Military Lands, Liberty Township, Licking County, State of Ohio. Being part of that land deeded to Roger W. Smith, Trustee of record in Inst. No. 200708310022990 and being part of Parcel No. 40-116226-00.000 (Parcel one & two) and Parcel No. 40-116232-00.000 (Parcel three) in the Licking County Recorder's Office and being more particularly described as follows;

Beginning at a mag nail set in the centerline of Nichols Lane (Township Road 27) at the southeast corner of the southeast quarter of Section 6, the southeast corner of Lot 12;

Thence from the place of beginning South 03 degrees 27 minutes 29 seconds West along the centerline of Nichols Lane, the east line of the northeast quarter of Section 15, also being the east line of Lot 29, a distance of 1489.04 feet to a point;

Thence North 87 degrees 09 minutes 02 seconds West along the northerly boundary of Bruce C. Miller II (201508180017472) a distance of 691.63 feet (passing over a 5/8 inch iron pin found at 30.00 feet) to a 5/8 inch iron pin found;

Thence North 03 degrees 18 minutes 23 seconds East along the easterly boundary of said Miller a distance of 330.16 feet to a 5/8 inch iron pin found;

Thence North 86 degrees 27 minutes 31 seconds West along the northerly boundaries of said Miller, Kenneth D. & Martha K. Crist (201407070012328), Lynn Lester & Katherine Denae Freshly (201703310006568) and Carole A. Jordan (201703310006566), partially along the north line of Hillcrest Farms Subdivision Pine Lake Addition II, Phase II, a distance of 655.66 feet to a 3/4 inch iron pipe found;

Thence North 03 degrees 51 minutes 59 seconds East along the easterly boundary of Robert R. Lewis LLC. (201507170014947) a distance of 1169.50 feet to a 5/8 inch iron pin set;

Thence North 86 degrees 21 minutes 46 seconds West along the northerly boundary of said Lewis a distance of 1336.50 feet to a 5/8 inch iron pin set;

Thence North 03 degrees 07 minutes 57 seconds East along the west line of the southeast quarter of Section 6, the easterly boundary of said Lewis, also being the west line of Lot 12, a distance of 1602.65 feet (passing over a concrete monument found at 1540.97 feet) to a point in the centerline of Johnstown-Utica Road (U.S. Route 62);

Thence North 59 degrees 55 minutes 01 seconds East along the centerline of U.S. Route 62 a distance of 265.05 feet to a point, referenced by a concrete monument found South 30 degrees 15 minutes 42 seconds East a distance of 50.00 feet;

Thence North 59 degrees 55 minutes 01 second East continuing along the centerline of U.S. Route 62 a distance of 896.41 feet to a point;

Thence South 87 degrees 09 minutes 30 seconds East along the southerly boundaries of Teresa Lynn Egresi (202112020036782) and Kandace & George Parker (202201200001655) a distance of 1041.41 feet (passing over a concrete monument found at 73.59 feet) to a 3/4 inch iron pipe found;

EXHIBIT A

Thence South 86 degrees 34 minutes 38 seconds East along the southerly boundary of William H. Yates & Rebecca Joell Yates-Kanobe, Trustees (201708220017624) a distance of 174.79 feet to a 5/8 inch iron pin found;


Thence South 03 degrees 25 minutes 40 seconds West a distance of 350.00 feet to a 5/8 inch iron pin found;

Thence South 86 degrees 31 minutes 20 seconds East a distance of 500.00 feet (passing over a 5/8 inch iron pin found at 470.00 feet) to a point in the centerline of Nichols Lane;

Thence South 03 degrees 25 minutes 40 seconds West along the centerline of Nichols Lane, the east line of the southeast quarter of Section 6, also being the east line of Lot 12, a distance of 1913.89 feet to the place of beginning - containing 168.806 acres, more or less, of which 77.850 acres are from Parcel No. 40-116226-00.000 (Parcel 1), 49.730 acres are from Parcel No. 40-116226-00.000 (Parcel 2) and 41.226 acres are from Parcel No. 40-116232-00.000 (Parcel 3).

Subject to all legal right-of-way of previous records.

The above description was prepared by me, Samuel R. Vance, Registered Surveyor No. 7922 from actual field measurements, in accordance with Chapter 4733-37, Ohio Administrative Code in March, 2022. Bearings Basis: Ohio State Plane Coordinate System, South Zone and North American Datum of 1983 (NSRS 2007). All pins set are 5/8 inch by 30 inch rebar with plastic caps stamped "Vance 7922"



Samuel R. Vance
Registered Surveyor No. 7922

March 11, 2022



2

VANCE SURVEYING LTD.

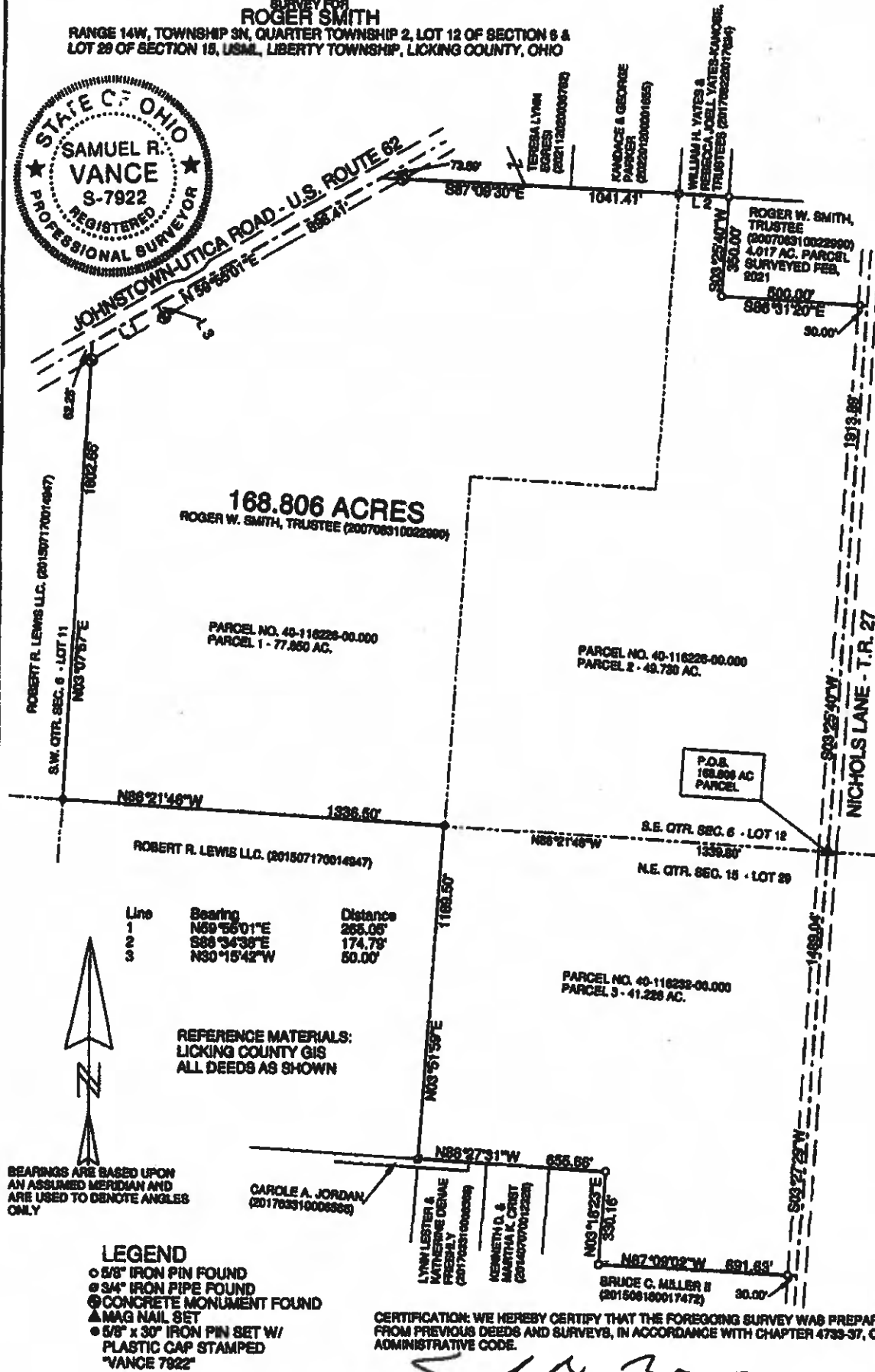
15071 HYATT ROAD
MOUNT VERNON, OHIO 43050

PH. (740) 597-6286
FAX (740) 597-6092
vancesurveying@gmail.com

SCALE: 1" = 400'

SURVEY FOR
ROGER SMITH

RANGE 14W, TOWNSHIP 3N, QUARTER TOWNSHIP 2, LOT 12 OF SECTION 6 &
LOT 29 OF SECTION 18, USML, LIBERTY TOWNSHIP, LICKING COUNTY, OHIO



CERTIFICATION: WE HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS PREPARED
FROM PREVIOUS DEEDS AND SURVEYS, IN ACCORDANCE WITH CHAPTER 4733-37, OHIO
ADMINISTRATIVE CODE.

Samuel R. Vance
SAMUEL R. VANCE

MARCH 11, 2022

List of items donated to Licking Park District

Drawing by Perry Miles when cadet at West Point
Certificate for the Distinguished Service medal
Certificate of tribute to General Miles from Staunton, Virginia, dated 1945
Certificate for the Distinguished Service Cross
Diploma for great-grandfather (?)
Miles diploma from West Point
Certificate from Department of Treasury for work that he did
Portfolio of maps from 1917
Scrapbook of letters relating to retirement
Framed picture of Secretary of War, circa 1936
Citation from John Pershing to Miles, 1919
Framed picture of cadet class
Picture from "Buddie"
Several pictures from other officers whose names can't be identified
Framed certificate presented upon his retirement from Army
General Miles' desk
General Miles' nameplate
Numerous medals
Uniforms and related equipment pertaining to military career
Program from 1932 inauguration signed by President and Vice President. Numbered portfolio.

"Fallen Leaves" authored by Perry Miles
"Last of the Great Scouts" by W.F. Cody. Autographed.
"Centennial History of Newark and Licking County." 1909
"Negro Combats Troops in the World War" by Chester D. Heywood. Autographed.
"General Tactical Functions of Larger Units." The General Service School
"Tactics and Technique Artillery." The General Service School.

**IN THE PROBATE COURT OF LICKING COUNTY, OHIO
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In re:

**TRUST CREATED UNDER WILL
OF PERRY L. MILES**

Case No. 1975-0734

Decedent

RESOLUTION OF MANAGEMENT BODY

The undersigned, being a majority of the members of the management body of the Perry L. Miles Testamentary Trust, hereby agree to the adoption of the following resolution, without notice, a meeting or other formality:

RESOLVED, that the management body of the Perry L. Miles Testamentary trust consents to the court granting the relief requested in the application to donate real and personal property and terminate trust filed by Roger W. Smith, trustee. We understand the application provided, generally, for the donation of the 168.806 acre farm located in Liberty Township, Licking County, Ohio, and various items of personal property to the Licking Park District, sale of various items of personal property, donation of various items of personal property to others, donation of cash and securities to the Licking County Foundation to create (1) a fund for the benefit of the Licking Park District and (2) a fund to provide scholarships and make charitable donations to persons or organizations in the Liberty Township/Johnstown area. Roger W. Smith, Trustee, is authorized to execute, on behalf of the trust, any documents reasonably necessary to effect the transactions involving the donations and other matters mentioned above.


ROGER W. SMITH, Trustee


JOHNNY JOHNSON, Member,
Management Body


JOHN WYMAN, Member,
Management Body

EXHIBIT C

WILL

I, Perry L. Miles, of the Village of Johnstown, County of Licking and State of Ohio, being of full age and of sound mind and memory, do make, publish and declare, this to be my last will and testament, hereby revoking all wills by me heretofore made.

Item 1. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after my decease, and it is my request that I be buried beside my wife in Arlington National Cemetery, Arlington, Virginia, and that sufficient funds be set aside for the marking of the tomb stone.

Item 2. I give and bequeath to Esther M. Heron and Henry Milton Heron, the proceeds of two life insurance policies with the Connecticut Mutual Life Insurance Company and the proceeds of one life insurance policy with the Prudential Life Insurance Company of America.

Item 3. I give and bequeath to the West Point Alumni Foundation, Inc. the sum of \$1,000.00.

Item 4. I give and bequeath to Perry Frank Heron the sum of \$2,000.00.

Item 5. I give and bequeath to Milton Miles Heron the sum of \$5.00.

Item 6. I give and bequeath to Elizabeth Heron, daughter of Miles Heron, the sum of \$1,000.00.

Item 7. I give and bequeath to Maud Curtis the sum of \$1,000.00.

Item 8. I give and bequeath to Jack Dobbins the sum of \$1,000.00.

Item 9. I give and bequeath to Henry Curtis the sum of \$500.00.

Item 10. I give and bequeath to The Johnstown Methodist Church Ministerial and Scholarship Fund the sum of \$1,000.00.

Item 11. I give and bequeath to the Temperance Education Foundation, Inc., the sum of \$1,000.00.

Item 12. I give and bequeath to Kitty Emerson Johnson the sum of \$1,500.00.

Item 13. I give and bequeath to James Miles, son of William Perry Miles, of Findlay, Ohio, his great grandfather's antique Chauncey Jerome clock.

par # 1

Item 14. I give, bequeath and devise my farm, known as the Alva Longwell Farm, located in Liberty Township, Licking County, Ohio, and on Route No. 62, together with all my furnishings, antiques, dishes, silverware, books, medals, personal records and citations, commendations, recommendations, ceremonies, and personal items, to Esther M. Heron, Henry Milton Heron and Kitty Emerson Johnson, for and during their natural lives, and upon the death of the last survivor, it is my desire and wish as follows:

par # 2

I give, bequeath and devise to Robert E. Doughten of Johnstown, Ohio, my farm, known as the Alva Longwell Farm, located in Liberty Township, Licking County, Ohio, and on Route No. 62, together with all my furnishings, antiques, dishes, silverware, books, medals, personal records, citations, commendations, recommendations, ceremonies and personal items in use in and about the premises, at the time of my death, in trust, however, for the use and purpose and benefit of the persons herein mentioned, to-wit:

par # 3

It is my wish and desire that upon the termination of the life estates hereinbefore provided, that my farm, residences, buildings, furnishings and personal effects, books and antiques be kept and maintained as the Longwell and Miles Memorial Estate for the purpose of the Religious, Educational and Recreational good and benefit to the residents of Johnstown Village, Liberty Township and surrounding community. To provide for the safe keeping of items of historical value to the community, to provide a gathering place for groups interested in the betterment of mankind through religion and education study; and to provide suitable environment for picnics, camping and recreation areas, for the youth of the community.

par. # 4

The management and control of my said trust shall be vested in my said trustee, or his successor, together with the individual person that holds the position of President of The Johnstown Bank, the President of The Johnstown Federal Savings and Loan Association, the Mayor of the Village of Johnstown, Licking County, Ohio, and the President of the Township Trustees of Liberty Township, Licking County, Ohio, which shall be designated and known as the Longwell and Miles Memorial Estate Management Body.

par. # 5

Said Management Body shall have full and complete control of all of said trust property and shall make such rules and regulations as are deemed necessary for proper functioning of the trust and its purposes. The judgment of the Management Body shall be complete and final as to any matters that concern the use and purpose for which the trust is created. Said Management Body shall have the power and authority to carry on farming or other income producing activity that in their judgment may become necessary for the maintenance and operation of the Longwell and Miles Memorial Estate. I also authorize said management body, should it become necessary to properly maintain the trust property or to carry out the purpose of the trust, to borrow money and as security to pledge such assets as may be necessary, real or personal.

par. #6

In all cases in which said Management Body is required to do an act, the majority of them shall govern and the acts of such majority shall be binding upon the trust estate and upon all persons whomsoever.

No trustee or member of the Management Body shall be liable for the exercise of any discretion or power hereunder or mistake or error of judgment, nor shall any member be answerable for the acts or defaults of any other member of the Management Body, or otherwise in connection with said trust except for his own dishonesty or willful breach of trust.

Should a vacancy arise in the membership of the Management Body, for any reason, the vacancy shall be filled by the majority of the membership of the Management Body.

No member of the Management Body shall be required to give bond for the faithful performance of his duty to any Court or Government Agency.

Item 15. All the rest and residue of my estate, both real and personal, of every kind and description, wheresoever situate, which I may own or have the right to dispose of at the time of my decease, I give, bequeath and devise to Robert E. Doughten, in trust, however, to be held and controlled by my said trustee, until the time that the Longwell and Miles Memorial Estate, comes into possession of the property that I have hereinbefore provided certain life estates therein, at which time said residue in trust, shall be available for the use of the Management Body hereinbefore created and for that body to enable it to carry out the letter and purpose of the trust.

Said trustee shall invest all monies in interest bearing government obligations and/or insured saving institutions and shall preserve all other property in kind unless to do so would be a hazard to the trust, and the judgment of my said trustee shall be final. In the exercise of judgment, any mistake or error shall in no way render my said trustee liable to any one.

Item 16. It is my will and desire that should my said trustee for any reason be unable to serve that his successor shall be selected by the members of the Management Body that I have so designated as members of that body to be when the same is actually created.

Item 17. I request that no bond be required of my said trustee.

Item 18. In case any of the legatees or devisees hereinbefore named shall institute or prosecute any action to contest or set aside this, my will, the legacy or devise hereinbefore given to such person or persons shall be thereby forfeited and annulled and shall revert and inure to the residue of my estate.

Item 19. Nor am I unmindful of my other relatives.

Item 20. I, make, nominate and appoint, Henry Milton Heron of 2324 Grace Street, Riverside, California and Robert E. Doughten of Johnstown, Ohio, executors of this my last will and testament. I request that no bond be required of my said executors.

In witness whereof, I have hereunto set my hand to this my last will and testament, this 30th day of September, 1961.

/s/ Perry L. Miles

Perry L. Miles

Signed by the said Perry L. Miles and by him acknowledged to be his last will and testament, before us and in our presence, and by us subscribed as attesting witnesses at his request and in his presence and in the presence of each other this 30th day of September, 1961.

/s/ Elizabeth D. Doughten residing at Johnstown, Ohio.

/s/ E.C. DeRemer residing at Johnstown, Ohio.

/s/ Eloise T. DeRemer residing at Johnstown, Ohio.

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DEBORAH G. LANG, JUDGE**

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AFFIDAVIT OF ROGER W. SMITH, TRUSTEE

STATE OF OHIO :
 :
COUNTY OF LICKING :
 :

SS:

Roger W. Smith, being duly sworn, states:

1. I am the Trustee of the Perry L. Miles Trust ("the Trust") having been appointed as such on June 21, 2007. Perry L. Miles was a Brigadier General in the United States Army and a 1891 graduate of West Point. He retired from the Army in 1937. He died on October 17, 1961, and his will was admitted to probate on October 25, 1961.

2. When I became Trustee, the Trust was the owner of a farm of 177 acres, more or less, located in Liberty Township, Licking County, Ohio¹. In 2010, myself, as Trustee, and members of the Management Body explored development of the farm to conform to the provisions set forth in the will. We engaged a landscape architect who met with myself and various members of the Management

¹ 4.017 acres is under contract to be sold to Licking Rural Electrification for building a new substation. The transaction has not yet been closed. After that conveyance, the remaining farm is 168.806 acres per recent survey.

Body at various times to discuss development of the farm. As a result of those meetings, a proposed plan of development and estimated costs to do so were prepared and submitted for consideration by the Trust. After review of the plans and options and estimated costs with members of the Management Body, it was determined that the Trust did not have sufficient funds to both pay for development of the farm and have enough funds left over which would generate income sufficient to pay for continued maintenance. As a result, the Trust did not move forward with that plan.

3. Over the years, the Trust has received various inquiries about possible use of the farm. The inquiries included interest from a bird sanctuary and a fertilizer operation. Various discussions and meetings and with persons from the then Village of Johnstown were had about possible use of the farm as a recreational park but no agreement was reached.

4. Since 2010, the Trust has awarded \$1,000 scholarships annually to a graduate of Northridge High School and a graduate of Johnstown High School. Awarding and presenting these scholarships was handled exclusively by the Licking County Foundation ("Foundation").

**Donation of Farm and Some Tangible Personal
Property to Licking Park District**

5. Recently, I inquired of the Licking Park District ("Park District") to determine if it may be interested in having the Trust donate its farm to the Park District to be operated as part of the Licking County park system. The Park District is organized under R.C. Chapter 1545 and is a separate political entity with taxing

power. The Park District indicated it would gladly accept the donation of the land and on June 15, 2022, passed a resolution to that effect. A copy of that resolution is attached to the application for authority as Exhibit E. The Park District has also promulgated a proposed initial tentative plan for development of the farm as a public park, a copy of which is also attached to Exhibit F.

6. Discussions with the Park District representative included an understanding that the donor agreement to be executed in connection with the gift would require the Park District to erect a suitable commemorative monument or similar facility acknowledging the gift of the farm from General Miles, containing biographical information on him and his military career and displaying various items of personal property which pertain to him and his military career.

7. The Trust proposes to make the donation of the farm and certain tangible personal property to the Park District as Phase 1.

Proposed Plan Will Further Purposes of the Trust

8. Myself, as Trustee, and the majority of the Management Body, believe that the donation of the farm and various items of tangible personal property to the Park District would allow the farm to be developed and maintained as a public park substantially as envisioned by General Miles as stated in his will. We believe very strongly that the best interests of the public would be well served if the requested donations are approved and that doing so would further the purposes of the Trust as required by R.C. §5804.12(A).

**Donation of Cash And Securities to
Licking County Foundation**

9. Phase 2 of the plan would involve the gift of cash and securities to the Foundation for the benefit of the Park District. The Trust also has approximately \$850,000 in bank deposits, investment accounts and securities. After payment of expenses, it is estimated that \$750,000 will be available for donation. As Phase 2, the Trust proposes to donate these funds to the Foundation in the form of two gifts. One gift would be approximately \$500,000 to a designated fund with power to disburse principal which could be used by the Park District for permanent improvements only in the development of the park. The other gift would be approximately \$250,000 to an annuitized fund which would be used to continue funding the two scholarships as well as possibly funding local charitable or educational endeavors in the Johnstown and Liberty Township vicinity.

10. The donor agreements with the Foundation for the gifts would be accompanied by written criteria for disbursing the funds which will be established by the Trust. Some of the gifts may be in the form of appreciated securities which would be transferred directly to the Foundation ;which is a 501(c)(3) organization and which could sell the securities free of any capital gains taxes. Due to issues involving indemnification of the Trustee and members of the Management Body for potential future tax liabilities, the gifts will be deferred for future consideration after resolution of various issues including a possible hold back of funds to cover potential future income tax the liabilities.

11. The Trust's current situation involves circumstances not anticipated by General Miles when the will was written in 1961 and modification of the Trust to allow the proposed distributions mentioned above and the ultimate termination of the Trust when all Trust assets have been disposed of are in keeping with General Miles' probable intention. The Trustee believes that the foregoing plan is a truly unique opportunity to substantially effect the intent of General Miles as expressed in his will. The Ohio Attorney General has been kept fully informed of the Trust's plans and the Trustee believes that it will consent to the proposed donations and ultimate termination of the Trust.

ROGER W. SMITH

Sworn to and subscribed in my presence on July ____, 2022, by Roger W. Smith.

Notary Public

**LICKING PARK DISTRICT BOARD OF PARK COMMISSIONERS
RESOLUTION 2022-01**

**Donation of Land, Fund and Personal Effects for proposed
Longwell and Miles Memorial Estate**

WHEREAS, the Licking Park District has been approached by the trustee of the Longwell and Miles Memorial Estate to accept approximately 168.806 +/- acres (2 parcels), located at 8285 Johnstown Utica Rd, Licking County, Ohio, on behalf of the Estate of Brigadier General Perry Lester Miles;

WHEREAS, the Longwell and Miles Memorial Estate desires to donate said acreage to the Licking Park District;

WHEREAS, in addition to the above-stated acreage, the Longwell and Miles Memorial Estate desires to donate a sum of money as yet to be determined, as well as personal effects of General Miles to the Licking Park District; and

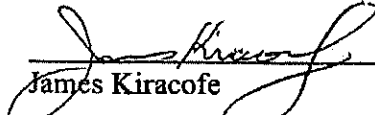
WHEREAS, the Licking Park District desires to accept these donations and plans to make said property the Longwell-Miles Memorial Park, pursuant to the Initial Planning Document attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, be it resolved by the Licking Park District Board of Park Commissioners:

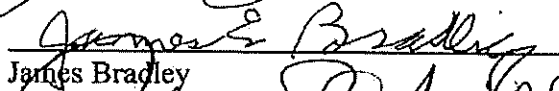
1. The Board of Park Commissioners for the Licking Park District desires to accept the donation of real property from Longwell and Miles Memorial Estate and hereby seeks approval from the Ohio Attorney General's Office and the Licking County Probate Court pursuant to Section 1545.11 of the Ohio Revised Code.
2. The Licking Park District Board desires to accept the donation of funds and personal effects of General Miles, both of which are as yet to be determined, to be used for the creation and construction of the park whose name will be the Longwell-Miles Memorial Park and hereby seeks approval from the Licking County Probate Court pursuant to Section 1545.11 of the Ohio Revised Code.
3. Richard Waugh, as Director of the Licking Park District, is hereby authorized and directed to execute and file any documents and provide all information and documentation as required to accept the above land, donation of funds and personal effects.

Adopted this 15th day of June, 2022.

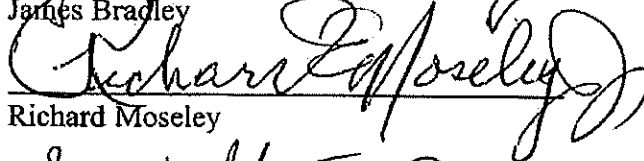
Licking Park District Board of Park Commissioners:


James Kiracofe

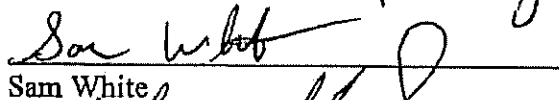
6-15-2022
Date


James Bradley

6-15-22
Date


Richard Moseley

6-15-22
Date


Sam White

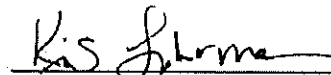
6-15-22
Date


Adam Jenkins

6-15-22
Date

CERTIFICATE OF RECORDING OFFICER

I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Licking Park District Board of Park Commissioners on the 15th day of June, 2022, and that I am duly authorized to execute this Certificate.

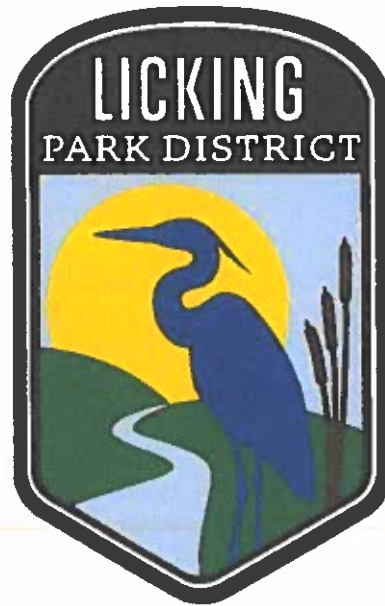

Kris Lohrman
Licking Park District – Office Administrator
Recording Officer

Resolution 2022-01
Exhibit A

Longwell and Miles Memorial Estate

and the

Licking Park District



Initial Planning Document Dated March 8, 2022

Initial Meeting Background Information

In February 2022 Trustee Roger Smith, Attorney Richard Heath and Management Team member John Johnson met with Licking Park District Board members Jim Kiracofe and Dick Moseley. Also present was Richard Waugh, director of the Licking Park District. Management team member John Wyman was unable to attend the meeting.

The purpose of the meeting was to explore the possibility of the Licking Park District to acquire ownership and management of the Longwell and Miles Memorial Estate. Trustee Smith and his management team recognized the need for professional park development skills that the Park District has that will achieve General Miles wishes.

Results of the meeting included a consensus that the Licking Park District would be a good steward of the property and be able to develop the land in accordance with the wishes of Brigadier General Perry Lester Miles.

This document is prepared for use by the Trustee and Management Team to present to the Licking County Probate Judge and the Ohio Attorney General's Office to determine if it is in the best interest of the Longwell Miles Memorial Estate to be transferred to the Licking Park District.

Contact Information:

Roger Smith, Trustee
4490 Dutch Lane NW
Johnstown, OH 43031
740-817-0034

Richard Heath, Esq.
26 South Main St
Utica, OH 43080
740-892-3443

Jim Kiracofe, Board Chair
11406 Stout Rd
Utica, OH 43080

Richard Waugh, Director
4309 Lancaster Rd, PO Box 590
Granville, OH 43023

Longwell and Miles Memorial Estate Background Information

Perry Lester Miles achieved the rank of Brigadier General in the United States Army. General Miles lived in Johnstown Ohio and owned 2 parcels of land in Liberty Township totaling 170 acres. He died on October 17, 1961.

In his last will and testament, dated Sept. 30, 1961, less than a month before his death, Miles requested his farm, residences, buildings, furnishings and personal effects, books and antiques be kept and maintained as the Longwell and Miles Memorial Estate for the purpose of religious, educational and recreational good and benefit to the residents of Johnstown, Liberty Township and surrounding community.

His will further outlined that the estate be used to provide for the safe-keeping of items of historical value to the community; to provide a gathering place for groups interested in the betterment of mankind through religious and educational study; and to provide a suitable environment for picnics, camping and recreation areas for the youth of the community.

Many discussions have occurred over the years on how to develop the estate. Nothing concrete was implemented. In the meantime, trustees and management teams have leased the farmable land and provided scholarship grants to assist local students pursue higher education.

Licking Park District Background Information

Mission Statement

The mission of the Licking Park District is to acquire, manage, preserve, and conserve natural areas within Licking County while protecting wildlife and local history in a manner that enriches our communities and provides access to diverse parks, educational opportunities, and health and wellness activities.

Vision Statement

It is the Vision of the Licking Park District to provide parks, paths, and trails of the highest quality to the residents of Licking County. Our goal is to maintain and improve existing facilities while pursuing opportunities for expansion. We provide passive recreational opportunities for the health, wellness, and education of our residents using resources that include public and private collaborations.

The Licking Park District was formed under ORC 1545 in 1989. We have a 5 member Board of Park Commissioners who set the direction for the park district. The Board is appointed by the Licking County Probate Judge. The Board hires a Director who oversees day to day operations and implements the directives received from the Board

The Licking Park District manages 12 park sites in Licking County totaling over 1,600 acres. Parks range in size from 13 acres of land to 425 acres of land. In addition, we manage or assist in managing 46 miles of paved multi-use trails and 30 miles of natural surface trails. Our staff consists of a Director, Operations Manager, Program Coordinator, Volunteer Program Coordinator, Office Administrator, an AmeriCorp worker, a summer intern and Maintenance workers. We also utilize volunteers. In 2021 we logged 5,400 hours of volunteer assistance at the park.

Our staff provides a large variety of programming ranging from citizen science projects, hiking activities, canoe/kayak use and safety training, environmental education, pollinator/prairie development, education for school age kids and much more. We provide programs for small and large groups. The Wildflower Fairy Trail was started in 2018. It has been a huge success. Over 4,500 people walked the ½ mile loop trail. There were over 40 Fairy houses and volunteers responded to over 2,200 pieces of Fairy Mail written by children. The Facebook post received over 840,000 hits in just the first few weeks.

Facilities also include a 7 acre lake for fishing and non motorized watercraft. Our 4 acre dog park is utilized extensively throughout the year. We have a championship caliber disc golf course at Lobdell Reserve, sand and grass horse arenas and horse trails at 3 parks. Our facilities are used by the Ohio Horse Council, Young Life/Granville Wildlife Branch, Eastern Ohio Beekeepers Association, Woodcarvers and the Land of Legend Antique Tractor Club.

Licking Park District Background Information (continued)

The Licking Park District leases the Fritz Drumm Memorial Field of Dreams to a 501C3 group of dedicated people that manage the park for youth baseball and softball. This park provides active recreation to the Alexandria and St Albans Township area of Licking County.

The park district has a proven track record of service to Licking County residents. In November of 2021, the citizens approved a replacement park district levy that allows us to achieve our Mission and Vision Statements. This replacement levy will increase our annual budget from \$1 million to \$2 annually. It will provide capital for facility and infrastructure improvements as well as initial proposed improvements at the Longwell and Miles Memorial Estate.

The Licking Park District Board has been looking for a way to increase our presence in western Licking County where population is increasing greatly. The soon to be constructed Intel chip plant will certainly impact the Johnstown area as well as the entire county. This proposed addition to the Licking Park District will allow us to provide natural resource education and recreational activities to this growing population.

Vision for the Longwell and Miles Memorial Estate

The Licking Park District plans to engage a professional consulting firm to develop a detailed master plan for the Longwell and Miles Memorial Estate if it is dedicated to the District. The consulting firm would develop a detailed inventory of assets including aerial mapping, topographic maps, soil maps, structures, cropland, woodland and General Miles personal items.

The consulting firm along with the Board of Park Commissioners would propose to engage the City of Johnstown, Liberty township, school district officials and local organizations to solicit input for potential development of the park.

The master plan would be implemented in phases. Possible phases would include an initial phase to construct parking areas, restroom facilities and a shelter house. A shelter house will serve as a place for families to gather for picnicking while enjoying themselves in a natural setting. Hiking/nature trails would be constructed in the wooded areas. All facilities would be ADA accessible where possible. We would anticipate this to be completed in 1-3 years.

This property is near the Morris Woods State Nature Preserve. The Licking Park District manages the Preserve with a long term agreement with ODNR. There is an unbuilt lot that connects these 2 properties. The Board of Commissioners would explore the possibility of acquiring this property. This connection would allow additional hiking and educational opportunities for local residents.

The next phase would include ecosystem development of wetlands, pollinator/prairie grass habitat and selective native tree plantings. The Licking Park District would work with our partners at USFW on much of this. A natural playscape/playground area has received great reviews at Infirmary Mound Park and is a good prospect for inclusion at the Miles property. We would also look into partnering with the City of Johnstown and the Johnstown School District and their newly formed Joint Recreation District. It was established in 2021 under ORC 755.14. This joint recreation district could oversee the active recreational opportunities of baseball, softball and soccer on the Longwell and Miles Estate. This phase would most likely take place in years 3-6.

Long term plans for the Longwell Miles Memorial Estate would include the construction of a Nature Center/Educational Facility. This would provide a venue for displaying the General's personal belongings and an area for staff to provide ongoing environmental educational programming and a community meeting room. If topography and soils allow, a small lake could be constructed allowing for fishing and non motorized recreational watercraft activities including use and safety aspects.

Vision for the Longwell and Miles Memorial Estate (continued)

The Licking Park District has resources to allocate for this proposed park. We will act in a proactive manner to quickly provide immediate access to the property. The Licking Park District passed a replacement levy in November of 2021. Additional proceeds from the levy will be available 2023 to 2027. Existing facility and infrastructure improvements are planned using these levy dollars and dollars can be allocated to assist with capital improvements at the Longwell and Miles Estate.

Ecosystem, playscape and active recreational opportunities could be jump started if there are any financial assets in the estate to put towards these improvements. The park district's master plan will prioritize improvements and put cost estimates in place for each improvement.

Larger improvements will take time but this area of the County is growing rapidly and will continue to thrive. There will be opportunities to partner with private and public entities to further develop and enhance the Licking Park District vision and achieve the wishes of General Miles. The Licking Park District looks forward to making General Miles' dreams and wishes come true.

Exhibit A Parcel # 040-116226-00.000 130.58 Acres

2/8/22, 10:03 AM

Licking County, Ohio, US - OnTrac - Michael L. Smith and Ray Van Ake

Michael L. Smith, Auditor
Ray Van Ake, Treasurer

Taxes Due February 16th

BOR CALV Dog License Downloads Forms GIS Homestead Taxes Other

Map
BOR
Cadastral
CALV
Documents
Land
Map
Parcel
Pictorial
Sketch
Street View
Structure
Taxes
Transfer
Values
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Other

Parcel # 040-116226-00.000
Owner: SMITH ROGER W
SUCCESSOR TRUSTEE
FURS JOHN STONAS
1716 N 40
JOHN STONAS OH-43031

Area: 130.58
130.58 ACRES

Land: 130.58
Water: 0.00
Total: 130.58

Transfer Date: 3/1/22
Amount: \$0
County: OH
Vial: \$0

Homestead: 0
Date: 00/00/00

Enclosure: 0
Cadastral: 0
On: 00/00/00
Enclosure: 0
Total: 0

For questions or suggestions regarding OnTrac, contact the Licking County Auditor's Office by clicking here. By accessing or using this web site, you agree to be bound by these Terms and Conditions. Using a low screen resolution. Try our "A.L."

<https://www.lickingcountyohio.us>

Exhibit B Parcel # 040-116232-00.000 40.50 Acres

2/9/22, 10:10 AM

Licking County, Ohio, US - OnTrac - Michael L. Smith and Roy Van Atta

Michael L. Smith, Auditor
Roy Van Atta, Treasurer

Base Date February 16th

BOR CAUV Dog Licenses Downloads Forms GIS Homestead Taxes Other

Map
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Documents
Land Map
Parcel
Public Utility
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Street View
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County ▼

SOUTH ROGER W. RUGGESSON TRUSTEE:
12610 S LARGE RD #10
JOHN STOWNE, OH 43021

Area: 7.1
West Acres: 7.1

Land: \$74,700
Improvement: \$10,000
Total: \$84,700

Transfer Option: 1.0
Amount: \$3
Commission: \$10
Vat: \$100.00

Maintenance Fee:
Owner Dep: ...

Fence Closure: \$10
Conduit Dwg: \$10
On Contract: \$10
Barricade: \$10
No Access: \$10

For questions or suggestions regarding OnTrac, contact the Licking County Auditor's Office by clicking [here](#). By accessing or using this web site, you agree to be bound by these Terms and Conditions.

<https://www.litchfieldcountycolorado.org>

Exhibit C Both Miles parcels, Morris Woods 5 parcels and vacant lot highlighted

Exhibit C Miles parcels, vacant lot, and Morris Woods areas

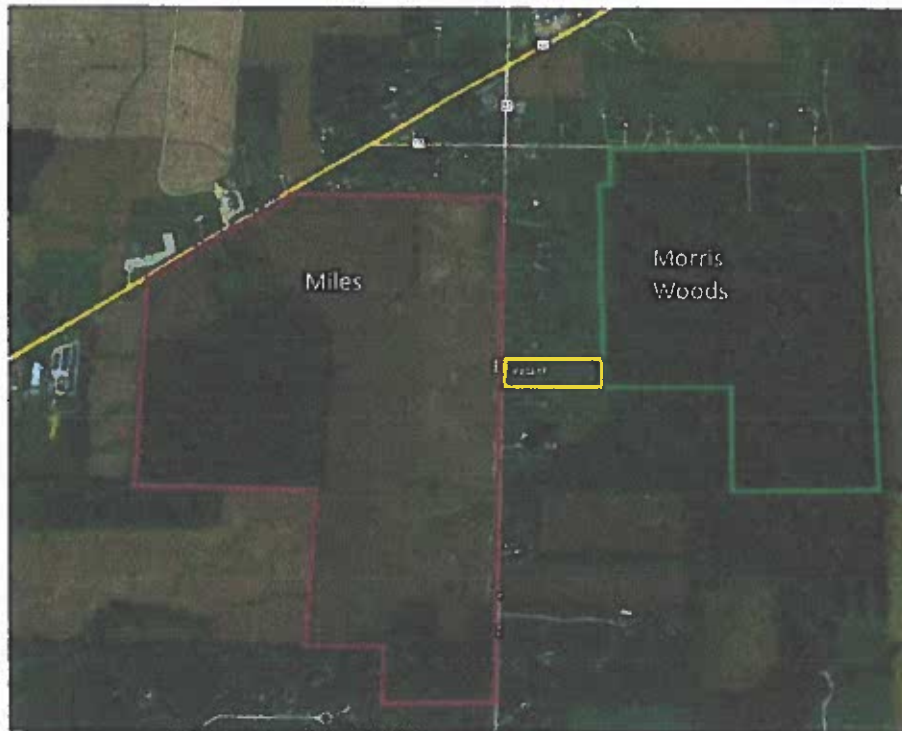


Exhibit D General Miles Will

WILL

I, Perry L. Miles, of the Village of Johnstown, County of Licking and State of Ohio, being of full age and of sound mind and memory, do make, publish and declare, this to be my last will and testament, hereby revoking all wills by me heretofore made.

Item 1. I direct that all my just debts and funeral expenses be paid out of my estate as soon as practicable after my decease, and it is my request that I be buried beside my wife in Arlington National Cemetery, Arlington, Virginia, and that sufficient funds be set aside for the marking of the tomb stone.

Item 2. I give and bequeath to Esther M. Heron and Henry Milton Heron, the proceeds of two life insurance policies with the Connecticut Mutual Life Insurance Company and the proceeds of one life insurance policy with the Prudential Life Insurance Company of America.

Item 3. I give and bequeath to the West Point Alumni Foundation, Inc. the sum of \$1,000.00.

Item 4. I give and bequeath to Perry Frank Heron the sum of \$2,000.00.

Item 5. I give and bequeath to Milton Miles Heron the sum of \$5.00.

Item 6. I give and bequeath to Elizabeth Heron, daughter of Miles Heron, the sum of \$1,000.00.

Item 7. I give and bequeath to Maud Curtis the sum of \$1,000.00.

Item 8. I give and bequeath to Jack Dobbins the sum of \$1,000.00.

Item 9. I give and bequeath to Henry Curtis the sum of \$500.00.

Item 10. I give and bequeath to The Johnstown Methodist Church Ministerial and Scholarship Fund the sum of \$1,000.00.

Item 11. I give and bequeath to the Temperance Education Foundation, Inc., the sum of \$1,000.00.

Item 12. I give and bequeath to Kitty Emerson Johnson the sum of \$1,500.00.

Item 13. I give and bequeath to James Miles, son of William Perry Miles, of Findlay, Ohio, his great grandfather's antique Chauncey Jerome clock.

Item 14. I give, bequeath and devise my farm, known as the Alva Longwell Farm, located in Liberty Township, Licking County, Ohio, and on Route No. 62, together with all my furnishings, antiques, dishes, silverware, books, medals, personal records and citations, commendations, recommendations, ceremonies, and personal items, to Esther M. Heron, Henry Milton Heron and Kitty Emerson Johnson, for and during their natural lives, and upon the death of the last survivor, it is my desire and wish as follows:

I give, bequeath and devise to Robert E. Doughten of Johnstown, Ohio, my farm, known as the Alva Longwell Farm, located in Liberty Township, Licking County, Ohio, and on Route No. 62, together with all my furnishings, antiques, dishes, silverware, books, medals, personal records, citations, commendations, recommendations, ceremonies and personal items in use in and about the premises, at the time of my death, in trust, however, for the use and purpose and benefit of the persons herein mentioned, to-wit:

It is my wish and desire that upon the termination of the life estates hereinbefore provided, that my farm, residences, buildings, furnishings and personal effects, books and antiques be kept and maintained as the Longwell and Miles Memorial Estate for the purpose of the Religious, Educational and Recreational good and benefit to the residents of Johnstown Village, Liberty Township and surrounding community. To provide for the safe keeping of items of historical value to the community, to provide a gathering place for groups interested in the betterment of mankind through religion and education study; and to provide suitable environment for picnics, camping and recreation areas, for the youth of the community.

The management and control of my said trust shall be vested in my said trustee, or his successor, together with the individual person that holds the position of President of The Johnstown Bank, the President of The Johnstown Federal Savings and Loan Association, the Mayor of the Village of Johnstown, Licking County, Ohio, and the President of the Township Trustees of Liberty Township, Licking County, Ohio, which shall be designated and known as the Longwell and Miles Memorial Estate Management Body.

Said Management Body shall have full and complete control of all of said trust property and shall make such rules and regulations as are deemed necessary for proper functioning of the trust and its purposes. The judgment of the Management Body shall be complete and final as to any matters that concern the use and purpose for which the trust is created. Said Management Body shall have the power and authority to carry on farming or other income producing activity that in their judgment may become necessary for the maintenance and operation of the Longwell and Miles Memorial Estate. I also authorize said management body, should it become necessary to properly maintain the trust property or to carry out the purpose of the trust, to borrow money and as security to pledge such assets as may be necessary, real or personal.

In all cases in which said Management Body is required to do an act, the majority of them shall govern and the acts of such majority shall be binding upon the trust estate and upon all persons whomsoever.

No trustee or member of the Management Body shall be liable for the exercise of any discretion or power hereunder or mistake or error of judgment, nor shall any member be answerable for the acts or defaults of any other member of the Management Body, or otherwise in connection with said trust except for his own dishonesty or willful breach of trust.

Should a vacancy arise in the membership of the Management Body, for any reason, the vacancy shall be filled by the majority of the membership of the Management Body.

No member of the Management Body shall be required to give bond for the faithful performance of his duty to any Court or Government Agency.

Item 15. All the rest and residue of my estate, both real and personal, of every kind and description, wheresoever situate, which I may own or have the right to dispose of at the time of my decease, I give, bequeath and devise to Robert E. Doughten, in trust, however, to be held and controlled by my said trustee, until the time that the Longwell and Miles Memorial Estate, comes into possession of the property that I have hereinbefore provided certain life estates therein, at which time said residue in trust, shall be available for the use of the Management Body hereinbefore created and for that body to enable it to carry out the letter and purpose of the trust.

Said trustee shall invest all monies in interest bearing government obligations and/or insured saving institutions and shall preserve all other property in kind unless to do so would be a hazard to the trust, and the judgment of my said trustee shall be final. In the exercise of judgment, any mistake or error shall in no way render my said trustee liable to any one.

Item 16. It is my will and desire that should my said trustee for any reason be unable to serve that his successor shall be selected by the members of the Management Body that I have so designated as members of that body to be when the same is actually created.

Item 17. I request that no bond be required of my said trustee.

Item 18. In case any of the legatees or devisees hereinbefore named shall institute or prosecute any action to contest or set aside this, my will, the legacy or devise hereinbefore given to such person or persons shall be thereby forfeited and annulled and shall revert and inure to the residue of my estate.

Item 19. Nor am I unmindful of my other relatives.

Item 20. I, make, nominate and appoint, Henry Milton Heron of 2324 Grace Street, Riverside, California and Robert E. Doughten of Johnstown, Ohio, executors of this my last will and testament. I request that no bond be required of my said executors.

In witness whereof, I have hereunto set my hand to this my last will and testament, this 30th day of September, 1961.

/s/ Perry L. Miles

Perry L. Miles

Signed by the said Perry L. Miles and by him acknowledged to be his last will and testament, before us and in our presence, and by us subscribed as attesting witnesses at his request and in his presence and in the presence of each other this 30th day of September, 1961.

/s/ Elizabeth D. Doughten residing at Johnstown, Ohio.

/s/ E.C. DeRemer residing at Johnstown, Ohio.

/s/ Eloise T. DeRemer residing at Johnstown, Ohio.

DONOR AGREEMENT

1. The parties to this agreement are Roger W. Smith, Trustee of the Perry L. Miles Testamentary Trust ("the trust"), hereinafter referred to as "Trustee" and Licking Park District, hereinafter referred to as the "Park District".

RECITALS

Whereas, the Perry L. Miles trust was created by the will of Perry L. Miles, who died on October 17, 1961, and whose will was admitted to probate on October 25, 1961, in the Licking County Probate Court;

Whereas, Perry L. Miles was an 1891 graduate of West Point and a Brigadier General in the United States Army, retiring in 1937;

Whereas, Roger W. Smith is the trustee of the trust, which is being administered under Case No. 1975-0734, Licking County Probate Court, having been appointed on June 21, 2007, and is authorized by the resolution of the majority of the members of Management Body of the trust to execute this agreement.

Whereas, the Park District is a political subdivision organized and existing pursuant to Ohio Revised Code Sections 1545.01, et seq.; and Richard Waugh its Executive Director, is authorized by resolution of the Park District to execute this agreement.

Whereas, the trust is the owner of 168.806 acres, more or less, located in Liberty Township, Licking County, Ohio, the description for which is set forth on attached Exhibit A ("the premises");

Whereas, the trust is also the owner of various items of tangible personal property which formerly were owned by General Miles which include artifacts and other items some of which may have historical value, a list of said items being attached as Exhibit B.

Whereas, the trust creates a Management Body which includes the Trustee and which has control of the trust property and a majority of the members of the Management Body has by resolution consented to the gifts which are the subject of this agreement, a copy of said resolution being attached as Exhibit C.

Whereas, the trust desires to donate premises and the various items of tangible personal property to the Park District which desires to accept same on certain terms and conditions set forth herein.

In consideration of the mutual promises set forth in this agreement, the parties agree as follows:

1. The Trustee agrees to:

A. convey to the Park District, by sufficient deed, all of its right, title and interest in the premises described in Exhibit A.

B. convey to the Park District, by gift assignment, certain tangible personal property which is set forth on attached Exhibit B.

2. The Park District agrees to:

A. accept and receipt for the gift of the premises, including purchase, at its expense, an owner's title insurance policy for the amount of the appraised value of the farm, if requested by the Park District, subject to CAUV recapture tax for which the Park District assumes all responsibility, and without proration of taxes.

B. accept and carefully store and care for the various items of tangible personal property given to it until the Park District constructs a suitable facility to house and display the various items as mentioned in item F below.

C. develop and maintain the premises as a public park in perpetuity;

D. name the park the "Longwell-Miles Memorial Park" and retain that name in perpetuity;

E. give tenants now living in the residence on the property at the time it obtains title, if any, at least six months' notice to leave the premises;

F. enter into a separate donor agreement requiring it to erect, at its expense, a suitable commemorative monument or facility for display of the various items of tangible personal property it received as a gift from the trust, informing of General Miles' military career, acknowledging the gift by the trust of the real estate being used as the park and the display of the various items of tangible personal property from the trust, containing biographical information about General Miles, and displaying various items of tangible personal property relating to General Miles and his military career. The details of and final plan for construction of the monument or facility must be approved in writing in advance of commencement of construction by a majority of the members of the Management Body no later than six months after recording of the deed to the Park District and construction completed no later than one year after recording of the deed. A separate donor agreement shall be executed in connection with a proposed future gift of cash and securities, either

directly or by way of a donation to the Licking County Foundation or similar institution for the benefit of the Park District to be used only for permanent improvements to the park.

3. Trustee and the Park District mutually agree that:

A. this agreement is subject to approval by the Licking County Probate Court and written consent of the Attorney General of Ohio.

B. The Park District will be entitled to receive any land rents which are payable after the deed is delivered and recorded.

C. this agreement contains the entire agreement between the parties pertaining to its subject matter and there are no provisions pertaining to this subject matter which are not contained herein and the agreement shall not be modified unless done so in a writing signed by both parties and approved by the Ohio Attorney General and the Licking County Probate Court.

D. provisions of this agreement shall survive the closing of this transaction and the conveyances of the real estate and the transfer of the tangible and intangible personal property provided for herein.

BOARD OF COMMISSIONERS OF THE LICKING PARK DISTRICT:

JAMES KIRACOFÉ

RICHARD MOSELEY

JAMES BRADLEY

ADAM JENKINS

SAM WHITE

THE PERRY L. MILES TESTAMENTARY TRUST:

ROGER W. SMITH