



## Shelter Hill Forest Project Design Document

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## INSTRUCTIONS

*Project Operators must complete and submit this Project Design Document (PDD) to request credits. City Forest Credits (CFC) then reviews this PDD as part of the validation process along with all other required project documents. An approved third-party verifier then does an independent check of all documents and compliance with the Protocol known as verification.*

*The Protocol Requirements at the end of this document are a list of eligibility requirements for informational purposes which are also found in more detail in the CFC Tree Preservation Protocol Version 12.40, dated February 22, 2023.*

*Project Operators should enter data and supporting attachments starting on page 3 under Project Overview where you find “[Enter text here]” as thoroughly as possible and provide numbered attachments for maps and other documentation (ex: 1 – Regional Map). Keep all instructions in the document.*

*Below is a list of documents that are needed to complete a successful project:*

- *Geospatial Location Map*
- *Regional Map*
- *Project Area Map*
- *Proof of Land Ownership or Agreement to Transfer Credits*
- *Preservation Commitment*
- *Land Use Regulations*
- *Land Use/Zoning Map*
- *Overlay Zones or Restrictions*
- *Threat of Loss Demonstration*
- *Attestation of No Double Counting and No Net Harm*
- *Attestation of Additionality*
- *Carbon Quantification Calculator*
- *iTree Canopy Report and raw data*
- *Forest Composition Report*
- *Forest Age Imagery*
- *Stand Map*
- *Co-Benefit Quantification Calculator*
- *Social Impacts*

## PROJECT OVERVIEW

**Project Name:** Shelter Hill Forest

**Project Number:** 043

**Project Type:** Preservation Project (under the Tree Preservation Protocol – version 12.40, dated February 22, 2023)

**Credit Commencement Date:** September 9, 2022

**Project Location:** Hunting Valley, Ohio

**Project Operator Name:** Western Reserve Land Conservancy

**Project Operator Contact Information:** Alex Czayka, Chief Conservation Officer

Phone: 440-528-4180

Email: [aczayka@wrlandconservancy.org](mailto:aczayka@wrlandconservancy.org)

### **Project Description:**

*Describe overall project details and goals as summarized in application. Include information about where the Project is located, Project Area acreage and other relevant background. If the Project Area is part of a larger program or preservation effort, include one sentence with more information (2 paragraphs).*

Western Reserve Land Conservancy (the “Land Conservancy”) is seeking to permanently preserve the 35.7-acre Shelter Hill Forest (the “Project”) as part of a larger 87.6-acre Preserve in Hunting Valley, Ohio. The Project includes old-growth forest in an area where development trends exacerbate habitat loss and suburban sprawl frequently alters the forested landscape of the Chagrin River watershed. Preservation of the Project is critical to protect a high-quality forest in an urbanized environment. The forest stands are dominated by native Ohio tree species including large Sugar Maple (*Acer saccharum*), Red Maple (*Acer rubrum*), Red Oak (*Quercus rubra*), American Beech (*Fagus grandifolia*), and Tuliptree (*Liriodendron*), as well as Eastern Hemlock (*Tsuga canadensis*), Bitternut (*Carya cordiformis*), Shagbark Hickory (*Carya ovata*), White Oak (*Quercus alba*), Black Cherry (*Prunus serotina*), and Basswood (*Tilia americana*).

The Project is part of the pristine landscape of the Chagrin River Valley, which is unrivaled in Northeast Ohio. The property has cultural significance as the site of the once sprawling country estate of Myron Herrick, a Cleveland banking mogul, former Governor of Ohio, and Ambassador to France in the early 1900s. It is strategically located within a corridor of approximately 2,200 acres of contiguous conserved open space stretching for more than seven miles along the State Scenic Chagrin River. All four coldwater streams on the property, which flow into the Chagrin River less than 0.4 miles from the property area, are characterized as Class A, the highest habitat quality and biodiversity rating of all headwater streams in Ohio. The Project provides high-quality habitat for wildlife, including the Federally-Endangered Indiana Bat (*Myotis sodalis*) and seven other Ohio-listed bat species. Additional notable species identified on the property are a lichen species (*Lecidea erythorphaea*) of global concern and the Two-Leaved Toothwort (*Cardamine diphylla*), a plant that serves as a host species for the West Virginia White Butterfly (*Pieris virginesis*), another species of global concern. More than 90 different bird species have also been documented on the property.

Western Reserve Land Conservancy’s overall goal for the property is conservation of the Project Area in perpetuity through fee ownership and conservation restrictions. The Project is protected with

conservation easements recorded in September 2022 and held through Natural Areas Land Conservancy (NALC), a supporting organization of the Land Conservancy, which is experienced in holding conservation restrictions. The properties will be enrolled into the Land Conservancy and NALC’s diverse portfolio of protected lands, monitoring the Project annually to ensure its natural resources (including mature forest) are upheld to standards identified in conservation restrictions. Layers of legal protection and stewardship monitoring granted through the easements will ensure continued provision of conservation benefits for generations to come. In addition, the Land Conservancy will operate the property as one of its Signature Preserves, allowing access to bridle and hiking trails. Finally, the property is adjacent to the Buckeye Trail, Ohio's State Trail, and preservation will keep this section natural for hiker/cyclist enjoyment and safety.

## DEFINING THE PROJECT AREA (Section 1.3 and 1.4)

### Project Area Location

*Describe the city, town, or jurisdiction where the Project is located. State which urban location criteria is met from Protocol Section 1.3.*

The Project is located in the Village of Hunting Valley, Cuyahoga County, Ohio, within the planning area of the Northeast Ohio Areawide Coordinating Agency, a regional metropolitan planning agency.  
Address: Property Centroid: 41.488155, -81.410188

Shelter Hill Forest meets the urban location criteria (Protocol Section 1.3) because the Project Area is within the boundary of a metropolitan planning agency, Northeast Ohio Areawide Coordinating Agency (NOACA). NOACA was created under the Ohio Revised Code Section, 307.14. as the transportation and environmental planning agency that represents state, county, city, village, and township officials in Greater Cleveland. NOACA addresses the transportation, air quality, and water quality needs of Cuyahoga, Geauga, Lake, Lorain and Medina counties. The agency and its partners cooperatively develop and implement plans to ensure that travel throughout the region is safe, cost-effective and environmentally sound.

### Project Area Parcel Information

*List parcel(s) in the Project Area.*

<b>Municipality</b>	<b>Parcel Number</b>	<b>Notes</b> <i>Include total acres and acres included in Project Area</i>
Hunting Valley	88119003	Portion of parcel included – 8.3 acres
Hunting Valley	88120009	Portion of parcel included – 27.4 acres
	<b>Total Project Area</b>	<i>35.7 acres</i>

### Project Area Maps

*Provide three maps of the Project Area that illustrate the location: geospatial location, regional, and detailed. Maps should include project title, relevant urban or town boundaries, defined Project Area, and legend.*

- Geospatial Location Map  
*Show the boundaries of the Project Area in a KML, KMZ, or shapefile format*  
Attachment: Attachment 1 - Shelter Hill Geospatial Location Map  
Attachment 1 - Shelter Hill Shapefile: includes ineligible 2-acre reserved recreation area on parcel 88119003 because the exact location is not yet decided. Excludes 2-acre building area on parcel 88120009 whose location has been fixed. See Preservation Commitment section.
- Regional Map  
*Show where the Project Area is located in relation to the state and/or region*  
Attachment: Attachment 2 - Shelter Hill Regional Map
- Detailed map of Project Area  
*Show the Project Area and parcel boundaries.*  
Attachment: Attachment 3 - Shelter Hill Project Area Map

## OWNERSHIP OR ELIGIBILITY TO RECEIVE POTENTIAL CREDITS (Section 1.5)

*Project Operator must demonstrate ownership of potential credits or eligibility to receive potential credits. If Project Operator is the landowner, attach a deed showing ownership and explanation of when the property was acquired. If the Project Operator is not the landowner, provide the Agreement between Project Operator and landowner authorizing Project Operator to execute this project.*

### **Name of landowner of Project Area and explanation**

Western Reserve Land Conservancy and WHL Hunting Valley

27.4 acres of the Project Area (within parcel number 88120009) are owned by the Project Operator, Western Reserve Land Conservancy.

The remaining 8.3 acres in the Project Area (within parcel number 88119003) are part of the adjacent 16.2-acre property owned by WHL Hunting Valley, who has agreed to transfer carbon credits to the Land Conservancy. Carbon rights were reserved in the deed transferring the property from LCRW LLC (a supporting entity of Project Operator), to WHL Hunting Valley, so an Agreement to Transfer Credits was also signed between LCRW LLC and the Project Operator.

Deeds for both properties are attached, as well as Agreements to Transfer Credits between the Land Conservancy and WHL Hunting Valley, authorizing Western Reserve Land Conservancy to execute this project. Both properties are protected with conservation easements held through Natural Areas Land Conservancy (NALC), a supporting organization of the Land Conservancy which is experienced in holding conservation restrictions. Both easements were recorded on September 9, 2022 and prohibit development on the Project Area and protect the trees from removal.

Attachment: Attachment 4 - Shelter Hill Deeds and Agreement to Transfer Credits – WHL Hunting Valley to WRLC and Agreement to Transfer Credits - LCRW LLC to WRLC

## PROJECT DURATION (Section 2.2)

*Project Operator commits to the 40- or 100-year project duration requirement through a signed Project Implementation Agreement with City Forest Credits and agrees to the statement below.*

Project Operator has committed to the 40-year project duration and signed a Project Implementation Agreement with City Forest Credits on June 12, 2023.

## PRESERVATION COMMITMENT (Section 4.1)

*Describe the Preservation Commitment terms and attach a complete copy of the recorded document. If Project Area does not have the same boundaries as Preservation Commitment, please state the reasons why.*

**Preservation Term:** 40 years

**Date recorded:** September 9, 2022

**Preservation Commitment Explanation:** Western Reserve Land Conservancy granted conservation easements for the Project to NALC that protects both the property owned by the Land Conservancy as well as the property owned by WHL Hunting Valley. Both easements were recorded on September 9, 2022.

The property owned by WHL Hunting Valley (parcel number 88119003) was previously owned by LCRW LLC, a supporting organization of the Land Conservancy. Prior to the property's transfer to WHL Hunting Valley, LCRW LLC granted a conservation easement to NALC to protect the property in perpetuity.

Section 2 of the easement for parcel number 88119003 reserves the right to set aside a 2-acre Reserved Recreation Area where clearing and construction for non-residential, recreational purposes is allowed. The exact location of this 2-acre Recreation Area has not yet been decided; to be conservative, 2 acres were excluded from Stand 2 of the Project Area (the stand with the highest carbon per acre value). This is depicted as "Recreation Area" on the Project Area map with a dashed line to indicate that the exact location is yet to be determined. Further, there is a 0.6-acre Limited Management Area is also reserved in the easement. The Limited Management Area is excluded from the 35.7-acre Project Area and is depicted as "Building Areas" on the Project Area map.

Similarly, Section 2(a) of the easement for parcel number 88120009 reserves the right to set aside two 1-acre areas for non-residential recreational structures. These areas, which have also been excluded from the 35.7-acre Project Area, are depicted as "Building Areas" on the Project Area map.

In addition to the reserved right described above, Section 2(c) of the easement for parcel number 88120009 also reserves the right to engage in forestry management on the property. However, this right only begins on the forty-second anniversary of the date of recording (September 9, 2022), thus after the 40-year carbon project period.

Specific language protecting the trees in both conservation easements (page 12 in WRLC property easement; page 8, Section (4)(f) in WHL Hunting Valley property easement) includes: “Except as otherwise permitted in this Grant [forest management actions, restoration purposes, for the protection of human health and safety, or trail creation], Grantor shall not cut down, remove or destroy trees or other vegetation.” Additionally, page 4, Section 1(d) of the easement for parcel number 88119003, and page 6, Section 1(d) of the easement for parcel number 88120009 states that any tree removal for the purposes of widening or creating existing trails, or removing dead, diseased, materially damaged, or hazardous trees must have “no more than a negligible or de minimis impact on biomass and carbon stock.”

Attachment: Attachment 5 - Shelter Hill Preservation Commitment

## DEMONSTRATION OF THREAT OF LOSS (Section 4.2, 4.3, and 4.4)

*Demonstrating the Threat of Loss is shown in several ways: land use designation that allows a non-forest use, overlay zones, existing restrictions, and one of three conditions that illustrate pressure to convert the Project Area to a non-forest use.*

### **Land use designation**

*Describe the land use designation, including what types of non-forest use it allows. Attach a copy of the relevant land use designations, which may include development regulations such as zoning ordinances. Include a map depicting the designation of the relevant municipality, with the Project Area boundaries clearly indicated on the map.*

The Project Area spans parts of two parcels within zoning districts as designated by the Village of Hunting Valley in Cuyahoga County, Ohio as allowing for both development and tree removal. The Project Area consists of parts of a 71.4-acre property owned by the Land Conservancy and an adjacent 16.2-acre privately owned property. Both properties are zoned U-1 Single Family Use, which allows for the construction of single-family dwellings, municipal buildings, farming, and grazing, with a minimum lot size of 5 acres. The 35.7-acre Project Area represents the forest habitat that will be protected through the preservation of these properties.

Attachment: Attachment 6 - Shelter Hill Land Use Designation  
Attachment 7 - Shelter Hill Zoning Map

### **Overlay zones or other restrictions**

*Describe any overlay zones that prohibit development or forest clearance such as critical areas, wetlands, or steep slopes and their protection buffers. Describe any legal encumbrances or other pre-existing tree/forest restrictions that may have hindered removal of the Project Trees (in the pre-Preservation Commitment condition). If present, attach a copy of the applicable restriction and a map depicting the overlay boundaries, with the Project Area boundaries clearly indicated on the map.*

The 35.7 acres of the Project Area are developable forest, for which we wish to claim credits for tree preservation and soil carbon. Steep slopes where tree cutting is restricted to selective cutting only, areas set aside for future improvements, as well as 120-foot stream and wetland buffers subject to Cuyahoga

County Planning Commission riparian zoning and tree harvest restrictions, have all been excluded from the Project Area.

Attachment: Attachment 8 - Shelter Hill Overlay Boundaries Map

**Threat of loss demonstration (Section 4.4 A, B, or C)**

*Describe one of the three threat of loss conditions that are applicable prior to the Preservation Commitment. Provide supporting evidence such as maps, sale or assessed value documentation, or appraisal information.*

- A) *Developed or improved uses surrounding at least 30% of perimeter of Project Area*
  - *A map depicting the Project Area with parcel boundaries, perimeter of developed or improved uses, and calculation of the border with these uses*
- B) *Sold, conveyed, or assessed in past three years at value greater than \$8K/acre for bare land*
  - *A settlement statement, assessor statement, or other evidence of land transaction*
- C) *Fair market value higher after conversion to a non-forested use*
  - *A “highest and best use” study from a state certified general real estate appraiser stating that the Project Area Would have a fair market value after conversion to a non-forested “highest and best use” greater than the fair market value after preservation]*

The entirety of the Project Area zoning is residential (U1 - Single Family Use). Developed or improved uses surround 68.3% of the perimeter of the Project Area, as depicted in the attached map. The property is adjacent to a road and surrounded by residential lots.

Attachment: Attachment 9 - Shelter Hill Threat of Loss Demonstration: Perimeter Development Map

**ATTESTATION OF NO DOUBLE COUNTING OF CREDITS AND NO NET HARM (Section 5)**

*Complete and attach the following attestation: Attestation of No Double Counting of Credits and Attestation of No Net Harm. Provide any additional notes as relevant. Provide a map that includes both the Project Area and the closest registered urban forest Preservation Project based on the registered urban forest preservation database KML/Shapefile provided by CFC to demonstrate that the Project does not overlap with any existing urban forest carbon preservation projects.*

Project Operator has evaluated the 10-mile buffer around the Project Area and determined that there is one other urban forest carbon preservation project within that 10-mile buffer, the Bainbridge Forest Preservation Project in Bainbridge Township, OH, that was registered by the Project Operator in 2021. There is no overlap between the current Project Area and the project area of the previous project.

Project Operator has signed the Attestation of No Double Counting of Credits and No Net Harm on August 11, 2023.



Attachment: Attachment 10 - Shelter Hill Attestation of No Double Counting and No Net Harm  
Attachment 10 - Shelter Hill No Double Counting Map

## ADDITIONALITY (Section 6)

*Additionality is demonstrated by the Project in several ways, as described in the City Forest Credits Standard Section 4.9.1 and Tree Preservation Protocol.*

Project Operator demonstrates that additionality was met through the following:

- Prior to this project, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
  - See Demonstration of Threat of Loss section above
- The land use designation/zoning in the Project Area must currently allow for a non-forest use
  - See Demonstration of Threat of Loss section above
- The trees in the Project Area face some threat risk of removal or conversion out of forest
  - See Demonstration of Threat of Loss section above
- The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the Protocol version)
  - See Preservation Commitment section above

Taken together, the above elements allow crediting only for unprotected trees at risk of removal, which are then protected by a Project action of preservation, providing additional avoided GHG emissions.

Additionality is also embedded in the quantification methodology. Projects cannot receive credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred. Leakage is prevented by a deduction for displaced development in Protocol Section 11.4.

Project Operator has signed an Attestation of Additionality on August 11, 2023.

Attachment: Attachment 11 - Shelter Hill Attestation of Additionality

## CARBON QUANTIFICATION DOCUMENTATION (Section 11)

*Follow detailed instructions in the Protocol for conducting quantification and use the Carbon Quantification Calculator to show calculations. CFC will provide the Carbon Quantification Calculator and Forest Composition Report Template. Ensure that your requested credit issuance schedule (issuance dates) is accurate and complete in the calculator. Project Operators should describe and appropriately reflect in their carbon quantification any and all planned future activities that may affect the percent canopy or carbon stocking.*

### Summary numbers from Carbon Quantification Calculator

Project Area (acres)	<b>35.7</b>
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Percent tree canopy cover within Project Area	<b>91%</b>
Project stock (tCO <sub>2</sub> e)	<b>8,009</b>
Accounting Stock (tCO <sub>2</sub> e)	<b>6,407</b>
On-site avoided biomass emissions (tCO <sub>2</sub> e)	<b>2,902</b>
On-site avoided soil carbon emissions (tCO <sub>2</sub> e)	<b>1,563</b>
Deduction for displaced biomass emissions (tCO <sub>2</sub> e)	<b>531</b>
Deduction for displaced soil emissions (tCO <sub>2</sub> e)	<b>474</b>
Credits from avoided biomass emissions (tCO <sub>2</sub> e)	<b>2,371</b>
Credits from avoided soil emissions (tCO <sub>2</sub> e)	<b>1,089</b>
Total credits from avoided biomass and soil emissions (tCO <sub>2</sub> e)	<b>3,460</b>
Credits attributed to the project (tCO <sub>2</sub> e), excluding future growth	<b>3,460</b>
Contribution to Registry Reversal Pool Account	<b>346</b>
<b>Total credits to be issued to the Project Operator (tCO<sub>2</sub>e)</b> <i>(excluding future growth)</i>	<b>3,114</b>

**GHG Assertion:**

Project Operator asserts that the Project results in GHG emissions mitigation of 3,114 tons CO<sub>2</sub>e issued to the project.

**Approach to quantifying carbon**

*Describe the forest conditions and general approach used to quantify carbon (e.g. 11.1.A with the US Forest Service General Technical Report NE-343 Tables). Attach the Carbon Quantification Calculator.*

The 11.1.A methodology for carbon quantification was followed and the afforestation tables B2 Maple-Beech-Birch from the US Forest Service General Technical Report NE-343 document were used to quantify carbon, as divided by stand age and primary composition.

Attachment: Attachment 12 - Shelter Hill Carbon Quantification Calculator

**Accounting Stock Measurement Method**

*Provide an overview to describe quantification methods, including which method was used to assess canopy cover (e.g. i-Tree, inventory, other), forest type, and data sources.*

The Accounting Stock was estimated according to 11.1.A, using USFS GTR NE-343 for Northeast, maple-beech-birch stands (B2). Assessment of forest composition was completed by Western Reserve Land Conservancy staff to confirm forest types. Canopy cover was confirmed using the i-Tree Canopy tool. Because this estimate is from the GTR table, the standard 20% deduction was made to calculate the Accounting Stock from the GTR non-soil carbon estimates.

**Canopy Cover**

*Describe which method was used to assess canopy cover (e.g. i-Tree Canopy, LiDAR, or other method approved by Registry). Provide the i-Tree Canopy report or other canopy cover assessment that shows estimated percentage of tree cover for the Project Area.*

The Project Area was entered into i-Tree Canopy to estimate forest cover, and 175 randomized data

points were overlaid on satellite imagery to determine percent of canopy cover. It was determined the Project Area has 91% tree canopy cover.

Attachment: Attachment 13 - i-Tree Canopy Cover Report and Raw Data

### **Forest Composition**

*Summarize the forest composition and attach the Forest Composition Report.*

The Shelter Hill Forest Project Area (35.7 acres) is high-quality forest in an urbanized environment, containing both mature mixed hardwoods as well as mixed mid-successional forests. The Project is part of the pristine landscape of the Chagrin River Valley, which is unrivaled in Northeast Ohio. The Project Area consists of three forest stands: early/mid-successional mixed hardwood forest, mature maple-beech-oak forest, and mature mixed hardwood lowland forest. The vast majority of the acreage in the Project Area, with the exception of the first stand, have forest stands at least 75 years in age, as documented in continuous canopy coverage in historical imagery dating back to the 1950s, regional landowner accounts, and Western Reserve Land Conservancy staff site visits. More information is available in the Forest Composition Report, which includes information from more than a dozen site visits to the property from November 2019 – July 2023.

Attachment: Attachment 14 - Shelter Hill Forest Composition Report

### **Forest Age**

*Describe the forest age and how it was determined. Provide historical imagery or other materials as supporting evidence.*

Historical aerial imagery was used to document the presence and persistence of tree cover on the Project Area, beginning in 1952. Thus, the forest stands are 75 years of age or older. Images from the following years were reviewed, using local roads to identify the project area:

- 1952
- 1962
- 1970
- 1982
- 1994
- 2000
- 2007
- 2016
- 2023

Attachment: Attachment 15 - Shelter Hill Forest Age Imagery

### **Stand Maps**

*Describe the methods used to determine forest stands (e.g. GIS) and provide a map.*

Stand boundaries drawn in ArcGIS based on approximate height and forest composition as identified by imagery and verified by site visits. The Project Area is comprised of three stands of varying age and largely similar dominant tree species, with some variation. To be conservative, all forest stands were

calculated using the USFS GTR NE-343 for Northeast, maple-beech-birch stands (B2), which provides a more conservative carbon quantification than the other dominant species of oak-hickory (B3).

Attachment: Attachment 16 - Shelter Hill Forest Stands Map

### **Area Expected to Remain in Trees after Potential Development (11.2)**

*Describe the land use designation, any restrictions, and the method used to determine the area expected to remain in trees after potential development (fraction at risk of removal). If residential land use, follow 11.2.B. and provide the calculation showing which percentage of accounting stock at risk of removal is appropriate to include.*

The Project Area is zoned for residential (U-1 – Single Family Use). The Project Area was subdivided using Hunting Valley Zoning Code to determine how many acres could be cleared relevant to area restrictions and regulations. Calculations are described in detail in the Carbon Quantification Spreadsheet. The method outlined in 11.2.B was used to calculate the percent avoided biomass emissions for the 35.7 acre-Project Area. Given the zoning requirements stipulated for U-1, residential lots must be a minimum of 5 acres; thus, the Project Area could accommodate 7 residential lots with the addition of public roads and necessary infrastructure, further risking biomass removal and increasing the percentage of impervious surface. Assuming clearing at 2 acres/unit plus an additional 10% of the remaining area being potentially cleared, the fraction at risk of removal after potential development is 45.29%.

### **Quantification of Soil Carbon - Existing Impervious Area and Impervious Limits (11.4)**

*The Project may claim avoidance of emissions from soil carbon caused by conversion of soils to impervious surfaces. Describe applicable land use designation and development rules, any restrictions, existing impervious area and maximum fraction impervious cover.*

The Project Area is zoned for residential development (U-1 – Single Family Use). Zoning regulations for U-1 Single Family Use specify building ground coverage but do not specifically limit impervious surfaces. The zoning code does specify yard setback requirements of 150 feet from the street, and 75 feet from adjacent property lines. Although the code does not require that these setbacks be pervious, to be conservative, it was assumed that the yard setbacks would not be converted to impervious surface. On that basis, 36.48% of the Project Area was considered as eligible for conversion.

### **Future Planned Project Activities**

*Describe future activities that may affect the percent canopy or carbon stocking in any way. Describe maintenance and stewardship activities that could improve the carbon stock.*

The Project Area will be protected in perpetuity through conservation easements. As a part of a larger preserve that will eventually be open to the public, areas set aside for future improvements have been excluded from the Project Area. The property is adjacent to the Buckeye Trail, Ohio's State Trail, and preservation will keep this section natural for hiker/cyclist enjoyment and safety. The properties will be enrolled into the Land Conservancy and NALC's diverse portfolio of protected lands, monitoring the Project Area annually to ensure its natural resources (including mature forest) are upheld to standards identified in conservation restrictions. Layers of legal protection and stewardship monitoring granted through the easements will ensure continued provision of conservation benefits for generations to come.

## CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 11.5)

Summarize co-benefit quantification per year and provide supporting documentation. CFC will provide a Co-Benefits Quantification calculator for quantifying rainfall interception, reduction of certain air compounds, and energy savings.

<b>Ecosystem Services</b>	<b>Resource Units</b>	<b>Value</b>
Rainfall Interception (m3/yr)	16,745.5	\$35,393.31
Air Quality (t/yr)	1.1613	\$2,865.46
Cooling – Electricity (kWh/yr)	50,587	\$7,087.30
Heating – Natural Gas (kBtu/yr)	2,090,187	\$29,233.97
<b>Grand Total (\$/yr)</b>		<b>\$74,580.03</b>

Co-benefits were quantified using CFC’s Co-Benefits Quantification Calculator. These ecosystem services represent values in avoided costs of \$74,580.03 annually and \$2,983,201.15 over 40 years.

Attachment: Attachment 17 - Shelter Hill Co-Benefits Quantification Calculator

## SOCIAL IMPACTS (Section 12)

Project Operators shall use the Carbon Project Social Impacts template to evaluate how their Project aligns with the UN Sustainable Development Goals (SDGs). CFC will provide the template. Summarize the three to five main SDGs attributed to this Project.

### **SD 3: Good Health and Well-Being**

The Project’s forest significantly impacts air quality, which is critical to human health. A single mature tree can absorb up to 48 pounds of carbon dioxide per year. In an area with increasing development, the additional benefit of sound absorption provided by the forest is important to reduce noise pollution. These combined air and noise quality benefits will increase over time as protection of the Project will allow for continued maturation of the 35.7-acre forest. The Project’s protection of open space will also contribute to the social and recreational quality of life for residents, promoting an active lifestyle which includes outdoor recreation.

### **SDG 6: Clean Water and Sanitation**

Protecting the Project’s 35.7 acres of mature forest will help improve water quality and reduce flooding in the Chagrin River Valley and the Lake Erie Watershed. Forested buffers along rivers are uniquely capable of intercepting surface runoff to trap sediment and remove nutrients. Moreover, forested buffers are a major factor in determining stream health, as streams without buffers are 30 times more likely to be damaged by erosion than those streams with buffers.

The Chagrin River watershed is unique in Ohio for the number and quality of its coldwater habitat streams, more so than any other watershed in Ohio. The Chagrin itself is designated State Scenic River by Ohio Department of Natural Resources for its exceptional aquatic habitat and adjacent high-quality forests – which can only remain through conservation projects such as this one. The property’s primarily groundwater-fed streams support rare and threatened species such as the Ohio brook trout (*Salvelinus fontinalis*) and other fauna that need consistent cool temperatures and clear water to survive.

Groundwater-fed streams in the Chagrin such as the ones found on the property are extremely sensitive to changes in surrounding land use. This Project is crucial to avoiding development on and around these streams, which would permanently alter their hydrologic and hydraulic regime, increasing water temperature, sedimentation and pollution, and degrading habitat and biodiversity.

### **SDG 15: Life on Land**

With continued urban sprawl leading to development in the Chagrin River Valley, it is critical to conserve what is left of the mature forests that once dominated the region. The Project's 35.7 acres of mature forest will be preserved in perpetuity through conservation restrictions thus contributing to the conservation of the natural resources located on the property. Additionally, this Project will connect to a conservation corridor of nearly 2,200 contiguous acres of preserved open space. This will help promote sustainable ecosystems and forests, combat desertification, and halt and reverse land degradation and biodiversity loss.

Specific to wildlife habitat protection, the Project is located within a migratory flyway corridor along the Chagrin River, and its forested habitat provides essential stopover habitat for neotropical migratory birds, species that rely on large, intact stands of deciduous trees in Northeast Ohio along their migration route. The Project's loose-bark trees also serve as prime roosting habitat for bats. Surveys have identified one (1) Federally-Endangered bat species, one (1) State-Endangered bat species, six (6) State Species of Concern bat species, and ten (10) State Species of Concern bird species. The mature forest provides these wildlife species with critical breeding, nesting, feeding, roosting, and stopover habitat.

*Attachment:* Attachment 18 - Shelter Hill Social Impacts

## **MONITORING AND REPORTING (Section 8)**

*Throughout the Project Duration, the Project Operator must report on tree conditions across the Project Area.*

### **Monitoring Reports**

*Monitoring reports are due every three years determined by the date of the verification report. For example, if the verification report is dated January 1, 2023, the first report will be due by January 1, 2026 and every three years thereafter for the duration of the project. CFC will provide a list of dates to Project Operator after the first verification report is approved. Project Operators must submit reports in writing and must attest to the accuracy of the reports. The reports must contain any changes in eligibility status of the Project Operator and any significant tree loss. The information includes updates to land ownership, changes to project design, changes in implementation or management and changes in tree or canopy loss. The reports must be accompanied by some form of telemetry or imaging that captures tree canopy, such as Google Earth, aerial imagery, or LiDAR. The reports must estimate any loss of stored carbon stock or soil disturbance in the Project Area.*

### **Monitoring Plans**

*Describe your monitoring plans. If Project Operator plans to claim credits for future growth, describe methods that will be used to quantify future growth.*

As part of this Project, the Project Area has been protected with conservation easements, held by Western Reserve Land Conservancy and its supporting organization, NALC. The conservation easement will permanently protect the current forest and tree canopy and safeguard the Project Area from future threats of timber harvesting. There are no specific locations planned for future activities within the boundaries of the Project Area. Additionally, Western Reserve Land Conservancy will reserve the right to quantify the future growth of the project trees.

Western Reserve Land Conservancy has a professional team dedicated to the stewardship of its easements. Staff members will visit the Shelter Hill Forest annually, walking the Project Area and property in their entirety to ensure that the tenets of the easement are being upheld and to resolve any issues with encroachment or on-site activities that are not permissible. Western Reserve Land Conservancy will submit triennial monitoring reports for the Project duration as specified in the Preservation Protocol.

Western Reserve Land Conservancy has demonstrated its ability to serve in this capacity, as it is nationally-accredited by the Land Trust Alliance and is Ohio's largest land trust with more than 71,000 acres conserved across nearly 900 unique properties. The Land Conservancy preserves natural resources which provide multiple environmental benefits and improve the quality of life for residents throughout 29 counties in northern and eastern Ohio.

## PROJECT OPERATOR SIGNATURE

Signed on October 26 in 2023, by Alex Czayka, Chief Conservation Officer for Western Reserve Land Conservancy.




Signature



Printed Name



Phone



Email

## ATTACHMENTS

*Update the attachments list as appropriate for your project.*

- 1 - Geospatial Location Map
- 1 - Shapefile
- 2 - Regional Map
- 3 - Project Area Map
- 4 - Deeds
- 4 - Agreement to Transfer Credits
- 5 - Preservation Commitment
- 6 - Land Use Designation
- 7 - Zoning Map
- 8 - Overlay Boundaries Map
- 9 - Perimeter Development Map
- 10 - Attestation of No Double Counting and No Net Harm
- 10 - Attestation of No Double Counting Map
- 11 - Attestation of Additionality
- 12 - Carbon Quantification Calculator
- 13 - iTree Report and raw data
- 14 - Forest Composition Report
- 15 - Forest Age Imagery
- 16 - Forest Stands Map
- 17 - Co-Benefit Quantification Calculator
- 18 - Social Impacts



## PROTOCOL REQUIREMENTS

### **Project Operator (Section 1.1)**

Identify a Project Operator for the project. This is the entity or governmental body who takes responsibility for the project for the 40-year duration.

### **Project Duration and Project Implementation Agreement (Section 1.2, 2.2)**

Project Operator must commit to a 40-year duration and sign a Project Implementation Agreement. This is a 40-year agreement between the Project Operator and City Forest Credits (the “Registry”) for an urban forest carbon project.

### **Location Eligibility (Section 1.3)**

Projects must be located in or along the boundary of at least one of the following criteria:

- A. “Urban Area” per Census Bureau maps; see <https://www.census.gov/geographies/reference-maps/2010/geo/2010-census-urban-areas.html>
- B. The boundary of any incorporated city or town created under the law of its state;
- C. The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;
- D. The boundary of any regional metropolitan planning agency or council established by legislative action or public charter. Examples include the Metropolitan Area Planning Council in Boston, the Chicago Municipal Planning Agency, the Capital Area Council of Governments (CAPCOG) in the Austin area, and the Southeastern Michigan Council of Governments (SEMCOG)
- E. The boundary of land owned, designated, and used by a municipal or quasi-municipal entity for source water or watershed protection. Examples include Seattle City Light South Fork Tolt River Municipal Watershed (8,399 acres owned and managed by the City and closed to public access);
- F. A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of A through D.

### **Ownership or Right to Receive Credits Eligibility (Section 1.5)**

Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting one of the following:

- A. Own the land and potential credits upon which the Project trees are located; or
- B. Own an easement or equivalent property interest for a public right of way within which Project trees are located and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or
- C. Have a written and signed agreement from the landowner, granting ownership to the Project Operator of any credits for carbon storage, other greenhouse gas benefits, and other co-benefits delivered by Project trees on that landowner’s land. If the Project Area is on private property, the agreements in this sub-section must be recorded in the public records in the county where the property is located. The recordation requirement can be satisfied if the agreements specified in this sub-section are contained in a recorded easement, covenant, or deed restriction on the property.

### **Demonstrate Tree Preservation (Section 4.1)**

The Project Operator must show that the trees in the Project Area are preserved from removal by a recorded easement, covenant, or deed restriction (referred to hereafter as “Recorded Encumbrance”) with a term of at least 40 years. This action is referred to as the “Preservation Commitment.” This Recorded Encumbrance must be recorded not later than 12 months after Registry approval of the Project’s Application.

#### **Demonstrate Threat of Loss (Section 4.2, 4.3, and 4.4):**

The Project Operator must show that prior to the Preservation Commitment:

- Project trees were not preserved from removal through a Recorded Encumbrance or other prohibitions on their removal,
- The Project Area was:
  - In a land use designation that allowed for at least one non-forest use. Non-forest uses include industrial, commercial, transportation, residential, agricultural, or resource other than forest, as well as non-forest park, recreation, or open space uses.
  - Is not in an overlay zone that prohibits all development. Examples include critical areas or wetland designations.
- The Project Area met one of the following conditions:
  - Surrounded on at least 30% of its perimeter by non-forest, developed or improved uses, or
  - Sold, conveyed, or had assessed value within three years of preservation for greater than \$8,000 average price per acre for the bare land, or
  - Would have a fair market value after conversion to a non-forested “highest and best use” greater than the fair market value after preservation in subsection 4.1, as stated in a “highest and best use” study from a state certified general real estate appraiser in good standing

#### **Additionality (Section 6)**

Additionality is ensured through the following:

- Prior to the start of the project, the trees in the Project Area are not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees.
- The zoning in the Project Area must currently allow for a non-forest use
- The trees in the Project Area face a threat or risk of removal or conversion out of forest
- The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the protocol version)

#### **Quantification for Credits (Section 11)**

The full Protocol describes the following steps for carbon stock and soil carbon quantification in detail:

1. Stored carbon stock present in Project Area (Section 11.1)  
Estimate the biomass stock present and adjust for uncertainty to calculate the “Accounting Stock”. This can be done using the US Forest Service General Technical Report NE-343 tables, on-site inventory of some live trees with i-Tree methods and tools, or an on-site forest inventory
2. Areas expected to remain in trees after potential development (Section 11.2)

Calculate the fraction of the Accounting Stock that likely would be emitted as a result of development, to calculate “Avoided Biomass Emissions”

3. Quantification of soil carbon (Section 11.3)  
Calculate “Avoided Soil Carbon Emissions” caused by conversion of soils to impervious surfaces in the Project Area
4. Deduction for displaced development (Section 11.4)  
Apply the deductions in Section 11.5 and Appendix B to Biomass and Soil Carbon calculations to adjust for development and emissions that would be displaced by the preservation of the Project Area (leakage deductions). This will reduce the creditable tonnes of Avoided Biomass Emissions and Avoided Soil Carbon Emissions to adjust for displaced development
5. Quantify Co-Benefits (Section 11.5)  
The Project Operator will calculate co-benefits separately from CO<sub>2</sub>(e). The Registry will supply a spreadsheet template based on their climate zone, and will provide values for rainfall interception, reductions of air compounds, and energy savings.
6. Claiming additional credit for growth (Section 11.6)  
The Project Operator may elect to also account for ongoing growth of trees within the Project Area after Project Commencement

### **Social Impacts (Section 12)**

The Project Operator will describe how the Project impacts contribute towards achievement of the global UN Sustainable Development Goals (SDGs). The Registry will supply a template to evaluate how the Project aligns with the SDGs.

### **Attestation of No Net Harm and No Double Counting (Section 5)**

The Project Operator will sign an attestation that no project shall cause net harm and no project shall seek credits on trees, properties, or projects that have already received credits.

### **Validation and Verification by Third-Party Verifiers (Section 13)**

Project compliance and quantification must be verified by a third-party Validation and Verification Body approved by the Registry.

### **Issuance of Credits to Project Operator (Section 7)**

Ex-post credits are issued after the biomass is protected via a recorded encumbrance protecting the trees. Issuance is phased or staged over one and five years at the equivalent of 50 acres of crediting per year. This staged issuance reflects the likely staging of development over time if the Project Area were to have been developed.

After validation and verification, the Registry issues credits to the Project Operator based on the Project Area size:

- 50 acres or less: all credits are issued after validation and verification
- Greater than 50 but less than 200 acres: credits are issued in the equivalent of 50 acres per year
- Greater than 200 acres: credits are issued in equal amounts over five years

**Credits for Reversal Pool Account (Section 7.3)**

The Registry will issue 90% of Project credits earned and requested and will hold 10% in the Registry's Reversal Pool Account.

**Understand Reversals (Section 9)**

If the Project Area loses credited carbon stock, the Project Operator must return or compensate for those credits if the tree loss is due to intentional acts or gross negligence of Project Operator. If tree loss is due to fire, pests, or other acts of god (i.e., not due to the Project Operator's intentional acts or gross negligence), the Registry covers the reversed credits from its Reversal Pool Account of credits held back from all projects.

**Monitoring and Reporting (Section 8)**

The Project Operator must submit a report every three years for the project duration. The reports must be accompanied by some form of telemetry or imaging that captures tree canopy, such as Google Earth, aerial imagery, or LiDAR. The reports must estimate any loss of stored carbon stock or soil disturbance in the Project Area.

## **Attachments**

[Agreement to Transfer Credits](#)

[Deed](#)

[Project Area Map](#)

[Regional Area Map](#)

[Preservation Commitment](#)

[Zoning Maps](#)

[Zoning Description\(s\)](#)

[Threat of Loss Demonstration](#)

[Attestation of No Double Counting and No Net Harm](#)

[Attestation of Additionality](#)

[Carbon Quantification Tool](#)

[iTree Canopy Report](#)

[Forest Composition Report and Site Photos](#)

[Historical Photos](#)

[Cobenefit Calculator](#)

[Social Impacts](#)

**Agreement to Transfer Credits**

PPN:

MORT - 202401030284 PGS: 6

01/03/2024 02:22 PM

AMT: \$0.00

RCPT#: 20240103000212

CONV: \$0.00

PAID BY: OHIO REAL

*Robert Chambers*

CUYAHOGA COUNTY FISCAL OFFICE

## Shelter Hill Forest Preservation Project Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits (“**Agreement**”) is entered into this 11<sup>th</sup> day of December, 2023 (the “**Effective Date**”) by and between LCRW LLC (the “**Credit Owner**”) and Western Reserve Land Conservancy (“**WRLC**”), an Ohio nonprofit corporation (“**Project Operator**”) whose mission is to provide the people of our region with essential natural assets through land conservation and restoration and who has undertaken a tree preservation and carbon crediting project (“**Project**”) on the Property of Landowner (the “**Property**”).

### 1. Purpose and Intent

Project Operator and Credit Owner desire to generate funds for this Project by allowing WRLC to develop potential carbon and environmental credits that it can attempt to sell. The Credit Owner will receive the benefits of the tree preservation and maintenance in this project at little to no cost to the Credit Owner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, stormwater run-off reductions, energy savings, and air quality benefits arising from the growth of trees in the Project (“**Carbon+ Credits**”). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization (“**CFC**”).

### 2. Rights Granted

Through that certain Limited Warranty Deed by which Credit Owner retained the Carbon+ Credits, recorded at Instrument Number 202209090217 of Cuyahoga County Records, Credit Owner reserved the “unfettered right to any and all carbon credit value associated with the standing forest” on the Property. In furtherance of and in addition to Credit Owner’s unfettered right, Credit Owner grants WRLC the title and rights to any and all Carbon+ Credits developed from the Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

### 3. Subject Lands

The Property specified in Exhibit A.

### 4. Obligations of Landowner

Credit Owner shall not cut, harvest, or damage trees in the Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

OHIO REAL TITLE

*Amym*

5. Obligations of WRLC

WRLC will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Project.

6. Landowner Representations

Credit Owner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

7. WRLC Representations

WRLC represents that it has either begun the Project or is prepared to act as the Project Operator for the Project.

8. Default

If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 40 years after the Effective Date of the Agreement. WRLC may renew this Agreement for a second 40-year period if it delivers written notice of renewal to Credit Owner at least 90 days prior to expiration of this Agreement.

10. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, Credit Owner and Project Operator have executed this agreement.

CREDIT OWNER:  
LCRW LLC

By: [Signature]  
Alex M. Czyaka  
Its: Manager

STATE OF OHIO            )  
  )        SS:  
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2023 by Alex M. Czyaka, Manager of LCRW LLC, an Ohio limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public

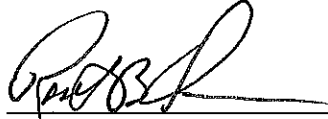


KRISTA FUTREL  
Notary Public, State of Ohio  
My Commission Expires:  
July 2, 2028




**PROJECT OPERATOR:**

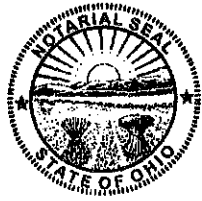
**WESTERN RESERVE LAND  
CONSERVANCY**

By:   
Robert B. Owen  
Its: Assistant Secretary

STATE OF OHIO            )  
                                      )  
COUNTY OF CUYAHOGA)       SS:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2023 by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

  
Notary Public



KRISTA FUTREL  
Notary Public, State of Ohio  
My Commission Expires:  
July 2, 2028

## EXHIBIT A

### PARCEL 2 DESCRIPTION

Situated in the Village of Hunting Valley, County of Cuyahoga, and State of Ohio, and being known formerly as the part of a the ASA Shiverick Subdivision as recorded in Plat Volume 271, page 18 of the Cuyahoga County records, bounded and described as follows:

**COMMENCING** at a mag nail set at the centerline intersection of Chagrin River Road (60' ROW) and Fairmount Boulevard (60' ROW), said mag nail bearing North 09°36'42" East a distance of 18.27 feet from a 1 Inch Iron pin found in a Monument Box on the original centerline of said Fairmount Boulevard;

Thence along the centerline of Fairmount Boulevard along a curve with an arc length of 498.75 feet, radius of 1909.86 feet, chord bearing of North 67 degrees 32 minutes 46 seconds West and chord distance of 497.33 feet to a monument box in centerline of Fairmount Boulevard;

Thence continuing along the centerline of Fairmount Boulevard along North 60 degrees 3 minutes 59 seconds West a distance of 292.93 feet to a monument box;

Thence North 73 degrees 09 minutes 28 seconds West along centerline of said Fairmount Boulevard to a point a distance of 368.98 feet to a set mag nail;

Thence North 85 degrees 10 minutes 35 seconds West along centerline of said Fairmount Boulevard to a point a distance of 340.50 feet to a 5/8-inch rebar found in a monument box in the centerline of Fairmount Boulevard and also being the PLACE OF BEGINNING of the parcel here in described;

- COURSE I. Thence South 02 degrees 46 minutes 45 seconds East along northerly line of LCRW LLC Parcel 1 a distance of 183.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE II. Thence South 76 degrees 53 minutes 09 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 368.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE III. Thence South 60 degrees 25 minutes 56 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 143.70 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IV. Thence South 75 degrees 45 minutes 41 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 63.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE V. Thence North 61 degrees 08 minutes 14 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 18.21 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

- COURSE VI. Thence North 87 degrees 26 minutes 01 seconds West along the northerly line of LCRW LCC Parcel 1 a distance of 184.74 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE VII. Thence South 76 degrees 09 minutes 31 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 189.81 feet to a point with a square rebar located 0.30 feet right of line at 1.86 feet;
- COURSE VIII. Thence South 20 degrees 14 minutes 16 seconds East along the northerly line of LCRW LLC Parcel 1 a distance of 91.29 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IX. Thence South 78 degrees 29 minutes 01 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 653.43 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE X. Thence South 06 degrees 15 minutes 54 seconds East along the northwesterly line of LCRW LLC Parcel 1 a distance of 46.98 feet to a 5/8-inch iron rebar with cap stamped "DC INC 5368" located in the northeast corner of land deeded to The Lake House of Hunting Valley Home Owners Association as recorded in PBV 368, Pages 45-47;
- COURSE XI. Thence North 53 degrees 09 minutes 03 West seconds along the northerly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 175.58 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XII. Thence North 56 degrees 00 minutes 28 seconds West continuing along said northerly line a distance of 234.30 feet to a 5/8-inch iron rebar;
- COURSE XIII. Thence South 75 degrees 30 minutes 22 seconds West continuing along said northerly line a distance of 153.11 feet to point with a 5/8-inch iron rebar, located at the southeast corner of land deeded to John Ours, Jr. as recorded in AFN 202111290293;
- COURSE XIV. Thence North 00 degrees 50 minutes 11 seconds West along the easterly line of said John W. Ours, Jr parcel a distance of 520.47 feet to southerly right-of-way line of Fairmount Blvd and a point with 5/8-inch Iron rebar located 0.23' north;
- COURSE XV. Thence South 73 degrees 12 minutes 45 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 512.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVI. Thence South 87 degrees 05 minutes 09 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 1008.48 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVII. Thence North 79 degrees 37 minutes 05 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 254.54 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

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**COURSE XVIII.** Thence North 26 degrees 43 minutes 18 seconds East a distance of 37.62 feet to a mag nail set in the centerline of Fairmount Boulevard;

**COURSE XIX.** Thence North 79 degrees 37 minutes 05 seconds East along the centerline of Fairmount Boulevard a distance of 254.50 feet to the Place of Beginning and containing 16.1822 acres, of which 0.1817 acres are in the Right of Way of said Fairmount Boulevard, be the same more or less but subject to all legal highways and easements of record.

**Basis of Bearings:** Bearings are based on Ohio State Plane Coordinate System, North Zone and the North American Datum of 1983(2011). The centerline of Chagrin River Road is North 00 degrees 35 minutes 17 seconds West based on GNSS locations. The above description is based on a field survey performed in April and May of 2022 under the direction of Greg Schunck, Professional Surveyor 8374, MSG project number W2680034.

Also known as Parcel No. 2 in the Lot Split & Consolidation Plat for Western Reserve Land Conservation of part of Original Orange Township Lot Nos. 25, 26, 34 and 35 of Tract 1, as shown by the plat recorded as Instrument No. 202208120631 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

## Shelter Hill Forest Preservation Project Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered into this 11<sup>th</sup> day of August, 2023 (the "Effective Date") by and between WHL Hunting Valley, LLC (the "Landowner") and Western Reserve Land Conservancy ("WRLC"), an Ohio nonprofit corporation ("Project Operator") whose mission is to provide the people of our region with essential natural assets through land conservation and restoration and who has undertaken a tree preservation and carbon crediting project ("Project") on the Property of Landowner (the "Property").

### 1. Purpose and Intent

Project Operator and Landowner desire to generate funds for this Project by allowing WRLC to develop potential carbon and environmental credits that it can attempt to sell. The Landowner will receive the benefits of the tree preservation and maintenance in this project at little to no cost to the Landowner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, stormwater run-off reductions, energy savings, and air quality benefits arising from the growth of trees in the Project ("Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization ("CFC").

### 2. Rights Granted

Through that certain Limited Warranty Deed by which Landowner acquired the Property, recorded at Instrument Number 202209090217 of Cuyahoga County Records, WRLC reserved the "unfettered right to any and all carbon credit value associated with the standing forest" on the Property. In furtherance of and in addition to WRLC's unfettered right, Landowner grants WRLC the title and rights to any and all Carbon+ Credits developed from the Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

### 3. Subject Lands

The Property specified in Exhibit A.

### 4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

### 5. Obligations of WRLC

WRLC will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Project.

### 6. Landowner Representations

Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

**7. WRLC Representations**

WRLC represents that it has either begun the Project or is prepared to act as the Project Operator for the Project.

**8. Default**

If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

**9. Term of Agreement and Option to Renew**

This Agreement shall remain in force for 40 years after the Effective Date of the Agreement. WRLC may renew this Agreement for a second 40-year period if it delivers written notice of renewal to Landowner at least 90 days prior to expiration of this Agreement.

**10. Governing Law**

This agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

**11. Parties**

Project Operator		Landowner	
Name:	WESTERN RESERVE LAND CONSERVANCY	Name:	WHL HUNTING VALLEY, LLC
Title:	ASSISTANT SECRETARY	Title:	MANAGER
Address:	3850 CHAGRIN RIVER ROAD, MORELAND HILLS, OH 44022	Address:	38376 Apollo Hwy. Willoughby, OH 44094
Phone:	440-528-4150	Phone:	216-403-3966
Email:	ROWEN@WRLANDCONSERVANCY.ORG	Email:	W.LEMKE@LOVING.COM
Signature:		Signature:	
Date:	August 11, 2023	Date:	September 20, 2023

EXHIBIT A

PARCEL 2 DESCRIPTION

Situated in the Village of Hunting Valley, County of Cuyahoga, and State of Ohio, and being known formerly as the part of a the ASA Shiverick Subdivision as recorded in Plat Volume 271, page 18 of the Cuyahoga County records, bounded and described as follows:

COMMENCING at a mag nail set at the centerline intersection of Chagrin River Road (60' ROW) and Fairmount Boulevard (60' ROW), said mag nail bearing North 09°36'42" East a distance of 18.27 feet from a 1 inch iron pin found in a Monument Box on the original centerline of said Fairmount Boulevard;

Thence along the centerline of Fairmount Boulevard along a curve with an arc length of 498.75 feet, radius of 1909.86 feet, chord bearing of North 67 degrees 32 minutes 46 seconds West and chord distance of 497.33 feet to a monument box in centerline of Fairmount Boulevard;

Thence continuing along the centerline of Fairmount Boulevard along North 60 degrees 3 minutes 59 seconds West a distance of 292.93 feet to a monument box;

Thence North 73 degrees 09 minutes 28 seconds West along centerline of said Fairmount Boulevard to a point a distance of 368.98 feet to a set mag nail;

Thence North 85 degrees 10 minutes 35 seconds West along centerline of said Fairmount Boulevard to a point a distance of 340.50 feet to a 5/8-inch rebar found in a monument box in the centerline of Fairmount Boulevard and also being the PLACE OF BEGINNING of the parcel here in described);

COURSE I. Thence South 02 degrees 46 minutes 45 seconds East along northerly line of LCRW LLC Parcel 1 a distance of 183.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE II. Thence South 76 degrees 53 minutes 09 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 368.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE III. Thence South 60 degrees 25 minutes 56 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 143.70 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE IV. Thence South 75 degrees 45 minutes 41 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 63.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE V. Thence North 61 degrees 08 minutes 14 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 18.21 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc",

- COURSE VI. Thence North 87 degrees 26 minutes 01 seconds West along the northerly line of LCRW LCC Parcel 1 a distance of 184.74 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE VII. Thence South 76 degrees 09 minutes 31 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 189.81 feet to a point with a square rebar located 0.30 feet right of line at 1.86 feet;
- COURSE VIII. Thence South 20 degrees 14 minutes 16 seconds East along the northerly line of LCRW LLC Parcel 1 a distance of 91.29 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IX. Thence South 78 degrees 29 minutes 01 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 653.43 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE X. Thence South 06 degrees 15 minutes 54 seconds East along the northwesterly line of LCRW LLC Parcel 1 a distance of 46.98 feet to a 5/8-inch iron rebar with cap stamped "DC INC 5368" located in the northeast corner of land deeded to The Lake House of Hunting Valley Home Owners Association as recorded in PBV 368, Pages 45-47;
- COURSE XI. Thence North 53 degrees 09 minutes 03 West seconds along the northerly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 175.58 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XII. Thence North 56 degrees 00 minutes 28 seconds West continuing along said northerly line a distance of 234.30 feet to a 5/8-inch iron rebar;
- COURSE XIII. Thence South 75 degrees 30 minutes 22 seconds West continuing along said northerly line a distance of 153.11 feet to point with a 5/8-inch iron rebar, located at the southeast corner of land deeded to John Ours, Jr. as recorded in AFN 202111290293;
- COURSE XIV. Thence North 00 degrees 50 minutes 11 seconds West along the easterly line of said John W. Ours, Jr parcel a distance of 520.47 feet to southerly right-of-way line of Fairmount Blvd and a point with 5/8-Inch iron rebar located 0.23' north;
- COURSE XV. Thence South 73 degrees 12 minutes 45 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 512.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVI. Thence South 87 degrees 05 minutes 09 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 1008.48 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVII. Thence North 79 degrees 37 minutes 05 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 254.54 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";



- COURSE XVIII. Thence North 26 degrees 43 minutes 18 seconds East a distance of 37.62 feet to a mag nail set in the centerline of Fairmount Boulevard;
- COURSE XIX. Thence North 79 degrees 37 minutes 05 seconds East along the centerline of Fairmount Boulevard a distance of 254.50 feet to the Place of Beginning and containing 16.1822 acres, of which 0.1817 acres are in the Right of Way of said Fairmount Boulevard, be the same more or less but subject to all legal highways and easements of record.

Basis of Bearings: Bearings are based on Ohio State Plane Coordinate System, North Zone and the North American Datum of 1983(2011). The centerline of Chagrin River Road is North 00 degrees 35 minutes 17 seconds West based on GNSS locations. The above description is based on a field survey performed in April and May of 2022 under the direction of Greg Schunck, Professional Surveyor 8374, MSG project number W2680034.



Deed

CUYAHOGA COUNTY FISCAL OFFICER

881-19-003

*Richard Chambers*

9/9/2022 10

G-09092022-6

WHL HUNTING VALLEY, LLC Tax Dist. 2090

Limited Warranty LUC: 5100 EX:

Sale Amt: \$ 540,000.00 LAND: 0

Conv. Fee: \$ 2,160.00 BLDG: 0

Ohio Real Title TOTAL: 0



\* 1 1 0 6 9 9 9 \*

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICERS - 5  
DEED 9/9/2022 11:07:00 AM  
202209090217

**LIMITED WARRANTY DEED**

*ORT 164728*

**KNOW ALL MEN BY THESE PRESENTS** that LCRW LLC (“Grantor”), an Ohio limited liability company, claiming title by or through an instrument recorded at Instrument No. 202208120632 of Cuyahoga County Records, for good and valuable consideration received to its full satisfaction from **WHL HUNTING VALLEY, LLC** (“Grantee”), does hereby give, grant and convey, with limited warranty covenants, to **Grantee**, its successors and assigns, the premises described in Exhibit A attached hereto (the “Premises”).

County Permanent Parcel Number: 881-19-003

**TO HAVE AND TO HOLD** said Premises, together with all easements and appurtenances thereunto belonging, and not otherwise reserved herein, unto Grantee, its successors and assigns forever. And said Grantor covenants with Grantee, its successors and assigns, that (a) Grantor is lawfully seized in fee simple of said Premises, subject to (i) building and zoning ordinances; (ii) taxes and assessments, both general and special, which are a lien but not yet due and payable; and (iii) those restrictions, covenants, conditions and easements of record in the Cuyahoga County Records at the time of this conveyance, and (b) Grantor shall warrant and defend same to said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons, claiming by, through or under Grantor, but against none other.

**SUBJECT, FURTHER**, Grantor hereby reserves the unfettered right to any and all carbon credit value associated with the standing forest, now and in the future, located on the Premises.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Deed this 10<sup>th</sup> day of September, 2022.

GRANTOR:

LCRW LLC

By: [Signature]  
Alex M. Czayka  
Its: Manager

STATE OF OHIO            )  
  )        SS:  
COUNTY OF CUYAHOGA    )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 10<sup>th</sup> day of September, 2022 by Alex M. Czayka, Manager of LCRW LLC, an Ohio limited liability company, on behalf of the company.

[Signature]  
Notary Public

This instrument prepared by:  
Robert B. Owen, Esq.  
Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, Ohio 44022



BRITTANY E. MATEJKA  
Attorney at Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

EXHIBIT A

PARCEL 2 DESCRIPTION

Situated in the Village of Hunting Valley, County of Cuyahoga, and State of Ohio, and being known formerly as the part of a the ASA Shiverick Subdivision as recorded in Plat Volume 271, page 18 of the Cuyahoga County records, bounded and described as follows:

COMMENCING at a mag nail set at the centerline intersection of Chagrin River Road (60' ROW) and Fairmount Boulevard (60' ROW), said mag nail bearing North 09°36'42" East a distance of 18.27 feet from a 1 inch iron pin found in a Monument Box on the original centerline of said Fairmount Boulevard;

Thence along the centerline of Fairmount Boulevard along a curve with an arc length of 498.75 feet, radius of 1909.86 feet, chord bearing of North 67 degrees 32 minutes 46 seconds West and chord distance of 497.33 feet to a monument box in centerline of Fairmount Boulevard;

Thence continuing along the centerline of Fairmount Boulevard along North 60 degrees 3 minutes 59 seconds West a distance of 292.93 feet to a monument box;

Thence North 73 degrees 09 minutes 28 seconds West along centerline of said Fairmount Boulevard to a point a distance of 368.98 feet to a set mag nail;

Thence North 85 degrees 10 minutes 35 seconds West along centerline of said Fairmount Boulevard to a point a distance of 340.50 feet to a 5/8-inch rebar found in a monument box in the centerline of Fairmount Boulevard and also being the PLACE OF BEGINNING of the parcel here in described;

- COURSE I.       Thence South 02 degrees 46 minutes 45 seconds East along northerly line of LCRW LLC Parcel 1 a distance of 183.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE II.       Thence South 76 degrees 53 minutes 09 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 368.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE III.       Thence South 60 degrees 25 minutes 56 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 143.70 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IV.       Thence South 75 degrees 45 minutes 41 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 63.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE V.       Thence North 61 degrees 08 minutes 14 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 18.21 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

- COURSE VI. Thence North 87 degrees 26 minutes 01 seconds West along the northerly line of LCRW LCC Parcel 1 a distance of 184.74 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE VII. Thence South 76 degrees 09 minutes 31 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 189.81 feet to a point with a square rebar located 0.30 feet right of line at 1.86 feet;
- COURSE VIII. Thence South 20 degrees 14 minutes 16 seconds East along the northerly line of LCRW LLC Parcel 1 a distance of 91.29 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IX. Thence South 78 degrees 29 minutes 01 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 653.43 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE X. Thence South 06 degrees 15 minutes 54 seconds East along the northwesterly line of LCRW LLC Parcel 1 a distance of 46.98 feet to a 5/8-inch iron rebar with cap stamped "DC INC 5368" located in the northeast corner of land deeded to The Lake House of Hunting Valley Home Owners Association as recorded in PBV 368, Pages 45-47;
- COURSE XI. Thence North 53 degrees 09 minutes 03 seconds West along the northerly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 175.58 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XII. Thence North 56 degrees 00 minutes 28 seconds West continuing along said northerly line a distance of 234.30 feet to a 5/8-inch iron rebar;
- COURSE XIII. Thence South 75 degrees 30 minutes 22 seconds West continuing along said northerly line a distance of 153.11 feet to point with a 5/8-inch iron rebar, located at the southeast corner of land deeded to John Ours, Jr. as recorded in AFN 202111290293;
- COURSE XIV. Thence North 00 degrees 50 minutes 11 seconds West along the easterly line of said John W. Ours, Jr parcel a distance of 520.47 feet to southerly right-of-way line of Fairmount Blvd and a point with 5/8-inch iron rebar located 0.23' north;
- COURSE XV. Thence South 73 degrees 12 minutes 45 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 512.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVI. Thence South 87 degrees 05 minutes 09 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 1008.48 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVII. Thence North 79 degrees 37 minutes 05 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 254.54 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE XVIII. Thence North 26 degrees 43 minutes 18 seconds East a distance of 37.62 feet to a mag nail set in the centerline of Fairmount Boulevard;

COURSE XIX. Thence North 79 degrees 37 minutes 05 seconds East along the centerline of Fairmount Boulevard a distance of 254.50 feet to the Place of Beginning and containing 16.1822 acres, of which 0.1817 acres are in the Right of Way of said Fairmount Boulevard, be the same more or less but subject to all legal highways and easements of record.

Basis of Bearings: Bearings are based on Ohio State Plane Coordinate System, North Zone and the North American Datum of 1983(2011). The centerline of Chagrin River Road is North 00 degrees 35 minutes 17 seconds West based on GNSS locations. The above description is based on a field survey performed in April and May of 2022 under the direction of Greg Schunck, Professional Surveyor 8374, MSG project number W2680034.

Also known as Parcel No. 2 in the Lot Split & Consolidation Plat for Western Reserve Land Conservation of part of Original Orange Township Lot Nos. 25, 26, 34 and 35 of Tract 1, as shown by the plat recorded as Instrument No. 202208120631 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

This Legal Description Complies with  
The Cuyahoga County Transfer and  
Conveyance Standards and is approved  
for transfer.

SEP 09/2022

DB

Agent



CUYAHOGA COUNTY FISCAL OFFICER  
881-20-009 *Patrick Chambers* 9/9/2022 1C  
G-09092022-5  
WESTERN RESERVE LAND CO Tax Dist. 2090  
Warranty Deed LUC: 5100 EX:  
Sale Amt: \$ 3,300,000.00 LAND: 0  
Conv. Fee: \$ 13,200.00 BLDG: 0  
Ohio Real Title TOTAL: 0



CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICERS - 8  
DEED 9/9/2022 11:04:47 AM  
202209090209

**GENERAL WARRANTY DEED**

*ORT 169762*

**KNOW ALL MEN BY THESE PRESENTS** that LCRW LLC (“**Grantor**”), an Ohio limited liability company, claiming title by or through instrument recorded at Instrument No. 202208120631 of Cuyahoga County Records, for good and valuable consideration received to its full satisfaction from **WESTERN RESERVE LAND CONSERVANCY** (“**Grantee**”), an Ohio nonprofit corporation, does hereby give, grant and convey, with general warranty covenants, to Grantee, its successors and assigns, the premises described in Exhibit A attached hereto (the “**Premises**”).

County Permanent Parcel Number(s): 881-20-009

**TO HAVE AND TO HOLD** said Premises, together with all easements and appurtenances thereunto belonging, unto Grantee, its successors and assigns forever. And said Grantor covenants with Grantee, its successors and assigns, that (a) Grantor is lawfully seized in fee simple of said Premises, subject to (i) building and zoning ordinances; (ii) taxes and assessments, both general and special, which are a lien but not yet due and payable; and (iii) those restrictions, covenants, conditions and easements of record in the Cuyahoga County Records at the time of this conveyance, and (b) Grantor shall warrant and defend same to said Grantee, its successors and assigns, forever against the lawful claims and demands of all persons, except as stated above.

**FURTHERMORE**, Grantee received partial funding for the acquisition of the Premises through a federal grant provided by the United States Fish and Wildlife Service and as a result takes title

subject to the restrictions contained in the Notice of Federal Participation/Restriction (NOFP) attached hereto as Exhibit B.

IN WITNESS WHEREOF, Grantor has executed this Deed this 10<sup>th</sup> day of Sept., 2022.

GRANTOR:

LCRW LLC

By: [Signature]  
Alex M. Czayka  
Its: Manager

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS:

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 10<sup>th</sup> day of September, 2022 by Alex M. Czayka, Manager of LCRW LLC, an Ohio limited liability company, on behalf of the company.

[Signature]  
Notary Public



BRITTANY E. MATEJKA  
Attorney at Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

This instrument prepared by:  
Robert B. Owen, Esq.  
Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, Ohio 44022

EXHIBIT A

PARCEL 1 DESCRIPTION

Situated in the Village of Hunting Valley, County of Cuyahoga, and State of Ohio, formerly known as being part Original Orange Township Lots No. 1, 25, 26, 34 and 35 in Tract 1 as recorded in Instrument 201610210473, bounded and described as follows:

COMMENCING at a mag nail set at the centerline intersection of Chagrin River Road (60' ROW) and Fairmount Boulevard (60' ROW), said mag nail bearing North 09°36'42" East a distance of 18.27 feet from a 1 inch iron pin found in a Monument Box on the original centerline of said Fairmount Boulevard;

Thence along the centerline of Fairmount Boulevard along a curve with an arc length of 498.75 feet, radius of 1909.86 feet, chord bearing of North 67 degrees 32 minutes 46 seconds West and chord distance of 497.33 feet to a monument box in centerline of Fairmount Boulevard;

Thence continuing along the centerline of Fairmount Boulevard along North 60 degrees 3 minutes 59 seconds West a distance of 292.93 feet to a monument box in the centerline of Fairmount Boulevard and also being the PLACE OF BEGINNING of the parcel here in described;

- COURSE I. Thence South 36 degrees 41 minutes 32 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 287.76 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE II. Thence South 19 degrees 26 minutes 14 seconds East along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 120.59 feet to 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE III. Thence South 16 degrees 45 minutes 52 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 56.94 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IV. Thence South 22 degrees 29 minutes 25 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 101.01 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE V. Thence South 39 degrees 13 minutes 35 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 637.95 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc" located on the northerly line of parcel deeded to Hunting Valley Holding, LLC as recorded in AFN 202101160020;
- COURSE VI. Thence North 84 degrees 47 minutes 01 seconds West along the northwesterly line of said Hunting Valley Holdings, LLC parcel a distance of 115.41 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc" located in the northwest corner of said Hunting Valley Holding, LLC parcel;
- COURSE VII. Thence South 30 degrees 18 minutes 57 seconds West along the westerly line of said Hunting Valley Holdings, LLC parcel a distance of 369.93 feet to a 5/8-

- inch iron rebar with cap stamped " Mannik and Smith Group, Inc" located on the northerly line of parcel deeded to Owen M. Colligan, Trustee as recorded in AFN 20110708159;
- COURSE VIII. Thence North 84 degrees 47 minutes 00 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 206.66 feet to a 3/4-inch iron pin;
- COURSE IX. Thence North 25 degrees 29 minutes 00 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 56.54 feet to a 3/4-inch rebar;
- COURSE X. Thence South 48 degrees 26 minutes 46 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 61.~~55~~<sup>59</sup> feet to a 3/4-inch rebar;
- COURSE XI. Thence South 75 degrees 51 minutes 04 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 106.64 feet to a 3/4-inch rebar located at the northeast corner of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust date December 16, 1992 as recorded in DBV 97-00645, Page 46;
- COURSE XII. Thence South 49 degrees 44 minutes 43 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 264.98 feet to a 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XIII. Thence South 54 degrees 09 minutes 16 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 130.10 feet to a 3/4-inch rebar;
- COURSE XIV. Thence South 41 degrees 02 minutes 45 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 259.83 feet to a point with a 3/4-inch rebar located 0.04 feet South and 1.07 feet West;
- COURSE XV. Thence South 85 degrees 25 minutes 22 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 59.00 feet to a point with a 3/4-inch iron pin located 0.72 feet North and 0.63 feet West;
- COURSE XVI. Thence North 76 degree 58 minutes 09 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 122.42 feet to a 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XVII. Thence South 86 degrees 21 minutes 13 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 105.98 feet to point with a 3/4-inch iron pipe located 0.39 feet South and 0.29 feet West;

- COURSE XVIII. Thence South 71 degrees 29 minutes 53 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 102.86 feet to a point with a 3/4-inch rebar located 1.82 feet North and 0.21 feet West;
- COURSE XIX. Thence North 89 degrees 44 minutes 39 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 140.33 feet to point with a 1-inch iron pipe located 0.60 feet North and 0.16 feet East;
- COURSE XX. Thence North 60 degrees 33 minutes 26 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 92.06 feet to a point with a 3/4-inch rebar located 0.48 feet North;
- COURSE XXI. Thence North 25 degrees 57 minutes 53 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 71.97 feet to a 3/4-inch rebar;
- COURSE XXII. Thence North 54 degrees 56 minutes 19 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 161.96 feet to a 3/4-inch rebar;
- COURSE XXIII. Thence South 45 degrees 32 minutes 28 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 101.77 feet to a 3/4-inch rebar;
- COURSE XXIV. Thence South 84 degrees 26 minutes 38 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 116.20 feet to a point with a 3/4-inch rebar located 1.11 feet East and 0.32 feet South;
- COURSE XXV. Thence South 42 degrees 20 minutes 36 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 91.98 feet to a 3/4-inch rebar;
- COURSE XXVI. Thence South 58 degrees 35 minutes 56 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 107.22 feet to a 3/4-inch rebar;
- COURSE XXVII. Thence North 86 degrees 52 minutes 04 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 1,183.38 feet to a 3/4-inch rebar located in the centerline of Community Drive (50' R/W);
- COURSE XXVIII. Thence North 00 degrees 07 minutes 57 seconds West along the centerline of said Community Drive a distance of 135.00 feet to a 3/4-inch rebar located at the southeast corner of land deeded to Lake House of Hunting Valley Home Owners Association in AFN 201112090636;

- COURSE XXIX. Thence South 86 degree 51 minutes 36 seconds East along the southerly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 650.06 feet to a 5/8-inch iron rebar with cap stamped "Bauer 4432" located in the southeast corner of said Lake House of Hunting Valley Home Owners Association parcel;
- COURSE XXX. Thence North 03 degrees 18 minutes 53 seconds West along the easterly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 306.42 feet to point with a 3/4-inch rebar located 0.29 feet east;
- COURSE XXXI. Thence North 70 degrees 49 minutes 18 seconds East along the easterly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 1301.56 feet to a 5/8-inch iron rebar with cap stamped "Bauer 4432";
- COURSE XXXII. Thence North 06 degrees 15 minutes 54 seconds West along the easterly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 350.69 feet to a 5/8-inch iron rebar with cap stamped "DC INC 5368";
- COURSE XXXIII. Thence North 06 degrees 15 minutes 54 seconds West a distance of 46.98 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXIV. Thence North 78 degrees 29 minutes 01 seconds East a distance of 653.43 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXV. Thence North 20 degrees 14 minutes 16 seconds West a distance of 91.29 feet to a point with a square rebar located 0.30 feet west;
- COURSE XXXVI. Thence North 76 degrees 09 minutes 31 seconds East a distance of 189.81 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXVII. Thence South 87 degrees 26 minutes 01 seconds East a distance of 184.74 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXVIII. Thence South 61 degrees 08 minutes 14 seconds East a distance of 18.21 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXIX. Thence North 75 degrees 45 minutes 41 seconds East a distance of 63.32 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XL. Thence North 60 degrees 25 minutes 56 seconds East a distance of 143.70 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";

- COURSE XLI. Thence North 76 degrees 53 minutes 09 seconds East a distance of 368.45 feet to a 5/8-inch Iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XLII. Thence North 02 degrees 46 minutes 45 seconds West a distance of 183.45 feet to a 5/8-inch rebar in a monument box in centerline of Fairmount Boulevard (60' R/W);
- COURSE XLIII. Thence South 85 degrees 10 minutes 35 seconds East along centerline of said Fairmount Boulevard to a point a distance of 340.50 feet to a set mag nail;
- COURSE XLIV. Thence South 73 degrees 09 minutes 28 seconds East continuing along said centerline a distance of 368.98 feet to the Point of Beginning and containing 72.2606 acres, of which 0.4813 acres are in the Right of Way of said Fairmount Boulevard, be the same more or less but subject to all legal highways and easements of record.

**Basis of Bearings:** Bearings are based on Ohio State Plane Coordinate System, North Zone and the North American Datum of 1983(2011). The centerline of Chagrin River Road is North 00 degrees 35 minutes 17 seconds West based on GNSS locations. The above description is based on a field survey performed in April and May of 2022 under the direction of Greg Schunck, Professional Surveyor 8374, MSG project number W2680034.

Also known as Parcel No. 1 in the Lot Split & Consolidation Plat for Western Reserve Land Conservation of part of Original Orange Township Lot Nos. 25, 26, 34 and 35 of Tract 1, as shown by the plat recorded as Instrument No. 202208120631 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

This Legal Description Complies with  
The Cuyahoga County Transfer and  
Conveyance Standards and is approved  
for transfer.

SEP 09/2022

  
Agent

## **EXHIBIT B**

### **NOTICE OF FEDERAL PARTICIPATION**











Notice of Federal Participation: the above-described property was acquired using federal funding by Western Reserve Land Conservancy, a nonprofit corporation in Ohio, through the United States Fish and Wildlife Service (USFWS), Great Lakes Restoration Initiative, Migratory Bird Joint Ventures Program, CFDA # 15.662, located at 5600 American Blvd. West, Bloomington, MN 55437, as part of FBMS grant number F22AP01574, approved on February 1, 2022, (total federal funds for this grant, \$300,000). The purpose for which this property is being conserved is to protect and enhance migratory bird stopover upland and wetland habitat and the surrounding watershed. The property or any portion will not be conveyed or encumbered, or the use changed from that stated above without first obtaining written approval from the USFWS, its designee or successor. This restriction shall remain in perpetuity with no discrimination until released by the USFWS.

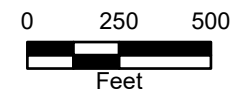


# Project Area Map



## Aerial

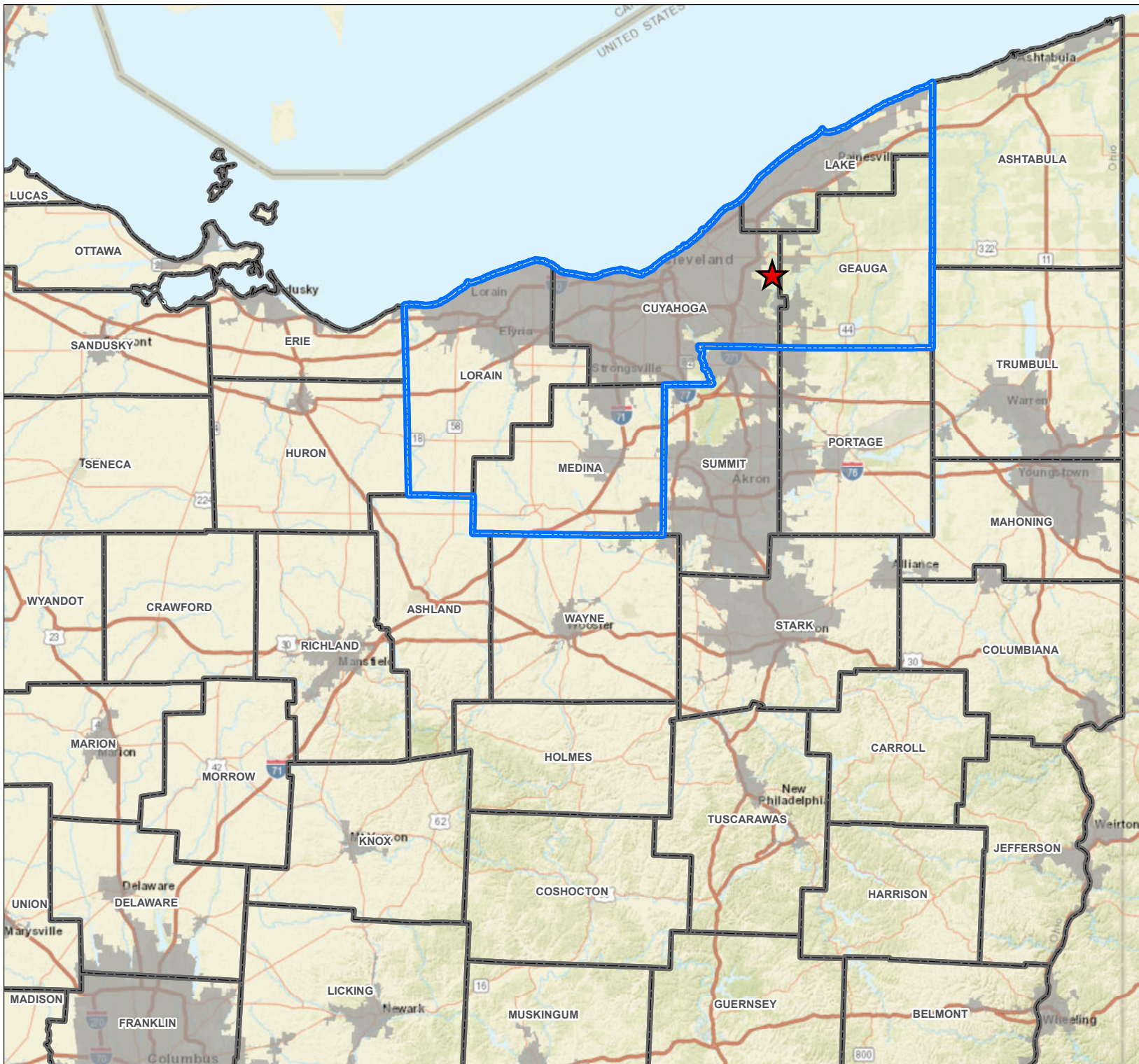
-  Property Boundary - 87.6 Acres
-  2-Acre Floating Improvement Area (Exact Location TBD)
-  Project Area: - 35.7 Acres
-  Building Areas - 2.4 Acres Total
-  120ft Stream Buffer - 30.4 Acres
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Cuyahoga County Parcels
-  River/Stream
-  Municipal Roads







Western Reserve  
Land Conservancy  
land • people • community

State of Ohio GISSC

# Regional Area Map



## Regional Scale

-  Project Location
-  MPO Area - NOACA
-  USA Urban Areas (1:500k-1.5m)
-  County Boundaries



**Western Reserve  
Land Conservancy**  
land • people • community

**Preservation Commitment**

## Attachment 5 - Preservation Commitments

[Conservation Easement – Parcel 881-19-003](#)

[Conservation Easement – Parcel 881-20-009](#)

**Conservation Easement – Parcel 881-19-003**

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICERS - 65  
DEEA 9/9/2022 11:07:00 AM  
**202209090216**

**TRANSFER NOT REQUIRED**

SEP 09 2022

CUYAHOGA COUNTY FISCAL OFFICE

**GRANT OF CONSERVATION EASEMENT  
AND  
COVENANT FOR STEWARDSHIP FEES**

ORT164728

This Grant of Conservation Easement and Covenant for Stewardship Fees (this “**Grant**” or this “**Conservation Easement**”) is made by LCRW LLC (“**Grantor**”), an Ohio limited liability company, to Natural Areas Land Conservancy (“**Grantee**”), an Ohio nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of one parcel of real property aggregating approximately 16.1822 acres in area, located on Fairmount Boulevard in the Village of Hunting Valley, Cuyahoga County, Ohio (the “**Protected Property**”), known as permanent parcel number 881-19-003 and legally described in Exhibit A and further described and depicted in a Baseline Documentation Report designated Exhibit B, with the Property Identification map of Exhibit B depicting the Protected Property in crosshatch, both of which exhibits are attached hereto and made a part hereof; and

**WHEREAS**, the Protected Property possesses significant scenic, natural, and open space values (collectively, the “**Conservation Values**”) of great importance to Grantor, Grantee, to the residents of the Village of Hunting Valley, Cuyahoga County, and to the State of Ohio; and

**WHEREAS**, Grantor and Grantee agree that the Baseline Documentation Report provides an accurate representation of the Protected Property and the Conservation Values as of the effective date of this Grant and that it is intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and



**WHEREAS**, the Protected Property is located within Grantee's service area and has substantial value as a scenic, natural and educational resource in its present state as a natural, scenic, wooded, and open area, constituting a natural habitat for plants and wildlife; and

**WHEREAS**, the Protected Property is located within one mile of 25 properties that are permanently protected by Grantee totaling approximately 670 acres, thereby creating a significant opportunity to connect those properties and the Protected Property to establish a corridor of preserved properties in this area of recent high development pressure; and

**WHEREAS**, the Protected Property contains approximately 582 linear feet of a perennial tributary to the Chagrin River; and

**WHEREAS**, the Protected Property contains tree species such as white ash, American basswood, American beech, yellow birch, black cherry, eastern cottonwood, American elm, bitternut hickory, shagbark hickory, American hornbeam, black locust, sugar maple, red maple, white mulberry, red oak, white oak, white pine, sassafras, tuliptree, black tupelo and witch-hazel; and

**WHEREAS**, the Protected Property contains plant species such as spicebush, mapleleaf viburnum, large-leaved aster, white avens, bloodroot, hooked buttercup, citronella horse balm, clearweed, black cohosh, Virginia creeper, broadleaf dock, Christmas fern, cinnamon fern, New York fern, northern maiden hair, sensitive fern, silvery glade fern, heartleaf foamflower, bluestem goldenrod, zig-zag goldenrod, hepatica round-lobed, Jack-in-the-pulpit, Virginia knotweed, twoleaf miterwort, enchanter's nightshade, awlfruit sedge, bur-reed sedge Canadian black snakeroot, white snakeroot, sweet cicely, white trillium, wild geranium, Virginia waterleaf and common woodrush; and

**WHEREAS**, a certain area of the Protected Property, as depicted in Exhibit B, is identified as the "**Limited Management Area**" and is currently being maintained by Grantor using management methods that have a low impact on the ecological values on the Protected Property as a whole; and

**WHEREAS**, as of the date of this Grant, there are currently situated within the Limited Management Area, two existing cottages and associated improvements that are in a state of significant disrepair (hereinafter referred to as the "**Existing Cottages**"), and further depicted and described in Exhibit B;

**WHEREAS**, Grantor and Grantee intend that such Existing Cottages will be removed from the Protected Property and the locations of the Existing Cottages are to be graded and replanted in a manner that will reasonably restore them to be managed as part of the Limited Management Area and otherwise consistent with the terms of this Easement;

**WHEREAS**, Grantee is a charitable organization referred to in Section 5301.69 of the Ohio Revised Code ("**ORC**") and Section 501(c)(3) of the Internal Revenue Code of 1986 ("**IRC**"), as

amended, and the regulations promulgated thereunder, and is authorized to acquire conservation easements in accordance with the provisions of ORC Section 5301.69(B); and

**WHEREAS**, Grantee is a “qualified organization,” as that term is defined in IRC Section 170(h); and

**WHEREAS**, Grantor and Grantee recognize the aforesaid Conservation Values of the Protected Property in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively the common purpose of (a) preserving the quiet, solitude and remote character of the Protected Property, (b) conserving and protecting the Protected Property in perpetuity as “a relatively natural habitat of fish, wildlife or plants, or similar ecosystem,” as that phrase is used in P.L. 96-541, 26 U.S.C. 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder, and (c) preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with the maintenance of the Protected Property in its natural, scenic, wooded, and open condition, as suitable habitat for wild flora and fauna of all types, all as stated above; and

**WHEREAS**, “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 Property at the time of this Grant, meaning that native plants and wildlife are permitted to exist in a relatively natural state; and

**WHEREAS**, Grantor and Grantee intend that this Conservation Easement shall be a “conservation easement” as defined in ORC Section 5301.67, and qualify as a “qualified conservation contribution” under IRC Section 170(h); and

**WHEREAS**, Grantee is willing to accept this Conservation Easement subject to the reservations and to the terms, conditions and obligations set out herein; and

**WHEREAS**, consistent with IRC regulations Section 1.170A-14(c) requiring Grantee to have a commitment to protect the Conservation Purposes (as defined below) and the resources to enforce the restrictions contained in this Grant, (a) Grantee’s obligation under this Conservation Easement entails a commitment to defend the ecological, scientific, and educational value, the natural, scenic and open condition, and natural values of the Protected Property; (b) significant costs are necessary to carry out this commitment; and (c) accordingly, Grantor and Grantee have reached agreement on the payment by Grantor of a stewardship fee as described in paragraph 18 below.

**NOW, THEREFORE**, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual promises, covenants, terms, conditions and restrictions hereinafter set forth, with the intention of

making an absolute and unconditional gift, Grantor does hereby grant, give, and convey unto Grantee its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property as scenic, natural, wooded, and open areas, and as habitat for plants and wildlife. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described in this Grant.

**A. PURPOSES FOR WHICH THIS CONSERVATION EASEMENT IS GRANTED:**

This Conservation Easement is granted for the purposes (the “**Conservation Purposes**”) of the (a) protection of a relatively natural habitat of fish, wildlife or plants, or similar ecosystems, and (b) preservation of open space and forest land, together with the right of visual access to and a view of the Protected Property by the general public in its scenic, relatively natural and predominantly undeveloped, wooded and open condition, which will yield a significant public benefit.

**B. TERMS, CONDITIONS, AND RESTRICTIONS OF THIS CONSERVATION EASEMENT:**

**1. General Reserved Rights**

- (a) Ordinary Rights and Privileges of Ownership. Grantor reserves all ordinary rights and privileges of ownership, including the right to sell and lease the Protected Property, as well as the right to continue the use of the Protected Property for all purposes consistent with the Conservation Purposes not destructive of Conservation Values, and not expressly prohibited or conditioned hereunder; provided that nothing contained in this Conservation Easement shall relieve Grantor of any obligation with respect to the Protected Property or restrictions on the use of the Protected Property imposed by law. Nothing contained in this Conservation Easement shall grant to the public a right to enter upon the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement. Grantee reserves the right to sell carbon offset credits associated with the Protected Property.
- (b) Use of Fertilizers and Herbicides. Grantor reserves the right to use natural and chemical fertilizers and herbicide controls on the Protected Property; provided such use is in compliance with all applicable federal, state and local statutes and regulations, but only to the extent such use does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes.

- (c) Tree Planting. Grantor reserves the right to plant anywhere on the Protected Property a diversity of native or non-invasive species of trees, shrubs and herbaceous plant materials in a manner that does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes. Provided, also, the Grantor will not introduce into the Protected Property any plant species as defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. The Grantor may reseed disturbed areas with high quality, certified weed-free seed that is commonly used and that is acceptable to the natural resource agencies in the State of Ohio.
- (d) Tree Removal. Grantor reserves the right to remove (i) from anywhere on the Protected Property dead, diseased or materially damaged trees and trees that pose a danger to human life or neighboring properties, and (ii) trees from areas within which existing trails are being widened or new trails created (as provided in subparagraph 4(c); provided, however, that any such removal does not impair significant conservation interests as described in the IRC and has no more than a negligible or de minimis impact on biomass and carbon stock.

2. **Major Reserved Rights**.

- (a) Reserved Recreation Area.
  - (i) Creation. Notwithstanding anything to the contrary contained in this Grant, Grantor reserves the right, after notice to Grantee, to create a two-acre recreation area in any location on the Protected Property, which may not be subdivided from the remainder of the Protected Property (the “**Reserved Recreation Area**”). Upon exercise of the right reserved herein, the Reserved Conservation Area shall be forever established in the location chosen and this Conservation Easement may be amended for the purpose of describing and depicting the exact location and size of the Reserved Recreation Area.
  - (ii) Clearing, Landscaping and Grading. The Reserved Recreation Area may be cleared, landscaped, and graded as is necessary to construct the permitted structures; provided that the size of any such clearing, landscaping, and grading shall be conducted in a manner that is not detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property, and be otherwise consistent with the Conservation Purposes.

- (iii) Construction. Grantor may construct, within the Reserved Recreation Area, a single pavilion structure, a restroom facility (including septic or other form of waste treatment), a sugarhouse utilized for Sugaring as permitted in paragraph 2(b), utilities, landscaping, and other temporary recreational structures typically associated with a private recreation area (the “**New Recreation Improvements**”), it being expressly understood that there shall never be a single-family residence constructed anywhere on the Protected Property. Utilities and driveways to serve the Reserved Recreation Area may be constructed within the Reserved Recreation Area and across the Protected Property as is reasonably necessary to access the Reserved Recreation Area.
  - (iv) Siting Approval. The siting of the Reserved Recreation Area and of all New Recreation Improvements pursuant to this subparagraph 2(a), including the siting of buildings, driveway alignments, tree clearing, septic and utility placement, and wetland and stream fillings or crossings, shall be subject to (A) all governmental regulations in effect at the time of construction, and (B) the prior written approval of Grantee.
  - (v) Maintenance, Renovations, etc. Once constructed within the Reserved Recreation Area, the New Recreation Improvements thereon may, from time to time, be maintained, remodeled, resurfaced, regraded, removed, expanded and replaced; provided that any (A) removal of any of the New Recreation Improvements shall be promptly followed by Grantor either grading and restoring the site of such removed New Recreation Improvements to a vegetated state and removing from the Protected Property all materials resulting from such removal, or promptly replacing same, and (B) expansion of the New Recreation Improvements shall be confined to and remain within the Reserved Recreation Area and conform to all governmental regulations then in effect.
  - (vi) Easement Terms Apply. Other than as excepted in this subparagraph 2(a), uses of and activities on the Reserved Recreation Area are subject to the remaining terms and provisions of this Conservation Easement.
- (b) Maple Sugaring. Grantor reserves the right to tap maple trees on the Protected Property and to collect sap from such trees for the purpose of converting maple sap into maple syrup by any methods utilized by the maple syrup industry (“**Sugaring**”); provided, however,

that such activities do not impair significant conservation interests as described in this Grant. Grantor may construct trails necessary for Sugaring, provided such trails shall be installed and maintained using Best Management Practices and in accordance with the provisions of subparagraph 4(c) such that soil erosion, soil degradation, and habitat disturbance are minimized. Temporary structures directly associated with sap collection, such as small pole buildings commonly used to cover sap gathering tanks, may be constructed anywhere on the Protected Property; however a permanent sugarhouse for Sugaring is only permitted within the Reserved Recreational Area, in accordance with this provisions of this paragraph and paragraph 2(a).

(c) Limited Management Area. Grantor reserves the right, within the Limited Management Area, to use general maintenance and control techniques necessary to manage and control the growth of vegetation, including continued periodic mowing of existing mowed areas, removal of unwanted vegetation and trees (including native species) from existing cleared areas, creation of edge habitat, landscaping, and such other activities that do not have an additional adverse impact on the natural resource values of the Conserved Lands and are otherwise consistent with the Purposes of this Easement.

3. Notice of Exercise of Reserved Rights. As required by IRC regulations Section 1.170A-14(g)(5)(ii), Grantor agrees to notify Grantee, in writing, before exercising any Major Reserved Right reserved by Grantor in paragraph 2 of this Grant, which shall be subject to Grantee's approval or withholding of approval pursuant to paragraph 7, below.

4. Use Restrictions.

(a) Structures; Signs.

(i) Structures. Except for the New Recreation Improvements, and as may otherwise be provided in this Grant, no residential, commercial, governmental or industrial structures, including, but not limited to, buildings, outbuildings, communication towers, asphalt, concrete or other impermeable surfaces, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.

(ii) Signs. Except as may otherwise be provided in this Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs which are reasonably consistent with the use and operation of the Protected Property and whose placement, number and design do not significantly diminish the scenic character of the Protected Property, including

signs that (A) state the name and address of the Protected Property; (B) state the fact that the Protected Property is protected by this Conservation Easement; (C) facilitate directions; (D) promote educational activities; (E) post the Protected Property to control unauthorized entry or use and (F) advertise items for sale or advertise a home occupation. Nothing contained herein shall prohibit short-term, temporary signs, advocating or opposing political causes or candidates, provided that such signs are installed within a reasonable time period prior to political elections and removed immediately after same.

- (b) Waste Disposal. Except for leaves, mulch, wood chips and other similar materials typically used in the creation of compost (collectively, the “**Compost Materials**”) generated on the Protected Property or for Compost Materials brought onto and used exclusively on the Protected Property for landscaping purposes in a manner compatible with the Conservation Purposes, there shall be no (i) dumping of Compost Materials or of soil, trash, garbage, waste, or other unsightly or offensive material; (ii) placement of underground storage tanks (other than tanks used for septic systems permitted in paragraph 2, above); or (iii) application, storage, or placement of raw, untreated municipal, commercial or industrial sewage sludge or liquid generated from such sources on the Protected Property.
- (c) Filling or Excavation. Except as may otherwise be provided in this Grant, there shall be no fillings, excavations, construction of roads or other changes in the general topography of the Protected Property in any manner except the maintenance of existing and permitted trails or access roads (including placement of culverts and bridges associated with such trails or roads) and that caused by the forces of nature; provided, however, that existing trails may be widened and new trails may be created so long as they do not exceed eight feet in width, they are not covered with impervious materials and any tree removal involved in such widening or creation is restricted exclusively to the trail corridors. All trails and roads will be limited in scope and all trails and roads will be installed and maintained using best management practices to prevent soil erosion and other impacts on the Protected Property. Any activities permitted by this subparagraph 4(c) shall not be detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and shall be otherwise consistent with the Conservation Purposes and the Conservation Values.

- (d) Mining. Pursuant to IRC Section 170(h)(5)(B), there shall be no surface mining permitted on the Protected Property.
- (e) Oil and Gas Exploration. Except as otherwise may be permitted in this Grant, there shall be no drilling for oil, gas or similar substances from on the surface of the Protected Property. Notwithstanding the preceding prohibition, however, nothing herein shall prohibit the Protected Property from being leased or otherwise committed as part of a drilling unit for oil and gas production, so long as any such lease or other commitment does not authorize or provide for activities that will impact the surface of the Protected Property in any manner that is inconsistent with the terms of this Grant, regardless of whether such impacts are temporary or permanent in nature.
- (f) Habitat Disturbance. Except as otherwise permitted in this Grant, Grantor shall not cut down, remove or destroy native trees or other plants.
- (g) Power Lines or Communications Towers. Except for utility lines necessary for structures, uses and activities permitted on the Protected Property and as may be permitted by utility easements of record at the time of this Grant, there shall be no power transmission lines or communications towers erected on the Protected Property and no interests in the Protected Property shall be granted for such purpose.
- (h) Manipulation of Water Courses. There shall be no manipulation or alteration of natural water courses, marshes, or other water bodies or activities or uses detrimental to water quality; provided that existing dams and ponds, if any, on the Protected Property may be maintained, repaired, replaced and expanded. The Protected Property includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, the “**Water Rights**”). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the consent of Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the consent of Grantee.
- (i) Limitation on Motor Vehicles. No motorized vehicles shall be operated on the Protected Property except for (i) pickup trucks, tractors, and non-recreational all-terrain vehicles that are used in connection with maintenance, monitoring and management activities, and (ii) vehicles of any type operated within the confines of the



driveways accessing and within the Reserved Recreation Area. Any permitted use of motorized vehicles on the Protected Property shall be in such a manner so as not to cause rutting or other damage to the surface of the Protected Property that could create a potential for erosion or contribute to other adverse impacts to the Conservation Values.

- (j) Density Yield; Transfer of Development Rights. Except for the Reserved Recreation Area, the acreage constituting the Protected Property shall not be taken into consideration and may not be used when calculating the lot area, building density, lot coverage, open space, or natural resource use for any future development of any property. Grantor may not transfer (whether or not for compensation) any development rights encumbered or extinguished by this Grant.
- (k) Subdivision. The parcel presently constituting the Protected Property shall not be divided or subdivided and any transfer of the Protected Property must include the entire parcel.
- (l) Commercial Recreational Use. Except for those uses considered “*de minimis*” according to the provisions of IRC Section 2031(c)(8)(B), there shall be no commercial recreational use of the Protected Property.

- 5. Real Property Interest. This Conservation Easement constitutes a real property interest immediately vested in Grantee binding upon Grantor and Grantee, their respective agents, personnel, representatives, heirs, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.
- 6. Right to Enter and Inspect. Grantee, or its duly authorized representatives, may enter the Protected Property at all reasonable times, after not less than 24 hours written or telephone notice, for the purposes of inspecting the Protected Property in order to further the objectives of and determine compliance with the terms of this Conservation Easement; provided that no such notice need be given prior to Grantee entering the Protected Property under emergency circumstances. For the purpose of this provision, “emergency circumstances” shall mean that Grantee has a good-faith basis to believe that a violation of this Conservation Easement is occurring or is imminent.
- 7. Grantee’s Approval and Withholding of Approval. When Grantee’s approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor’s written request therefor. In the case of withholding of approval, Grantee shall notify

Grantor in writing with reasonable specificity of the reasons for withholding of Approval, and the conditions, if any, on which approval might otherwise be given.

- (a) Approval by Grantee of Certain Uses or Activities. Grantor's exercise of the Major Reserved Rights under paragraph 2 of this Conservation Easement, specifically the right to create a Reserved Recreation Area and associated structures in subparagraph 2(a) and the right to engage in Sugaring pursuant to subparagraph 2(b), shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's evaluation of the request shall generally take into account the criteria included at subparagraph 7(b), below, as they relate to the activity itself as well as to the site for the proposed activity, and Grantee's approval shall not be unreasonably withheld.
- (b) Approval by Grantee of Sites. The exercise of the right to construct structures, improvements or other surface disturbing activity shall be subject to the prior approval by Grantee of the site for such proposed activity. Grantor shall request such approval in writing and shall include therewith information identifying the proposed site with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:
- (i) the extent to which use of the site for the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads;
  - (ii) the extent to which use of the site for the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;
  - (iii) the extent to which use of the site for the proposed activity would impair water quality;
  - (iv) in the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted;
  - (v) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values.

Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement on suitable sites in connection with any determinations that are necessary to be made

by them (either separately or jointly) under this paragraph 7. Notwithstanding the foregoing, Grantee's approval of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with or impair the Conservation Values of the Protected Property.

- (c) Notice to Grantee. Following the receipt of Grantee's approval when required under subparagraph 7(a) or subparagraph 7(b), and not less than thirty (30) days prior to the commencement of any use or activity approved under subparagraph 7(a) or 7(b), Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. When such information was not provided to Grantee under the requirements of subparagraph 7(b), the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days after receiving Grantor's written notice. Nothing in this paragraph shall diminish or limit Grantor's obligations under paragraph 17, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Protected Property.
- (d) Breach. Failure to secure such approval or give such notice as may be required by this paragraph 7 shall be a material breach of this Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle Grantee to such rights or remedies as may be available under this Conservation Easement.

**8. Grantee's Remedies.** In the event of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, 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 way of temporary or permanent injunction, to recover from Grantor any damages to which it may be entitled for violation of the terms of this Conservation Easement or damage to any of the Conservation Values arising from such violation, including damages for diminished environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such damage, 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 Property. If Grantee, in its reasonable discretion, determines that circumstances require its immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph upon giving notice to Grantor of such circumstances but without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violation of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both temporary and permanent, 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 of otherwise available legal remedies. Grantee's remedies described in this paragraph apply to violations caused directly by Grantor or by third persons, whether or not claiming by, through or under Grantor, and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions and purposes of this Conservation Easement by prior failure to act. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the violation of the terms of this Conservation Easement shall be borne by Grantor.

9. **Upkeep and Maintenance.** Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.
10. **Liability and Indemnification; Insurance.** Grantor and Grantee acknowledge and agree that Grantor retains the fee simple ownership of the Protected Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of

this Conservation Easement. Grantor therefore agrees that general liability for risks, damages, injuries, claims or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property ownership. Accordingly, Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property and not caused by Grantee or its agents, contractors or invitees. Grantor shall keep the Protected Property insured with comprehensive general liability insurance in reasonable amounts (which insurance shall cover the contractual indemnity obligations of Grantor to Grantee hereunder) against claims for personal injury, death and property damage, cause Grantee to be named as an additional insured on such insurance policies, and provide evidence of such insurance to Grantee as of the effective date of this Conservation Easement and periodically thereafter as such insurance coverage is renewed or replaced. Such evidence shall be in the form of a certificate of insurance which (a) indicates that Grantee is an additional insured; and (b) requires written notice from the insurer to Grantee not less than 30 days before making a material change in or canceling such coverage.

11. **Taxes.** Grantor shall pay all taxes validly assessed and levied against the Protected Property, including any such taxes validly levied and assessed against this Conservation Easement by competent authorities, it being understood that no taxes are presently levied against conservation easements generally in the State of Ohio, or, to the knowledge of Grantor or Grantee, are such taxes contemplated by any taxing authority with jurisdiction over the Protected Property. At its option, Grantee may, but shall not be obligated to, discharge any tax lien (or other encumbrance) at any time levied or placed on the Protected Property should Grantor fail to do so. Before doing so, Grantee shall give Grantor notice of its intention to discharge any such tax lien or other encumbrance and Grantee shall not proceed unless Grantor has failed to discharge such tax lien or other encumbrance within 30 days after the giving of such notice. Grantor shall reimburse Grantee on demand for any payment so made.
12. **Incorporation in Subsequent Instruments.** In order to assure that the transferee of title to or a possessory interest in the Protected Property is aware of the existence of this Grant, Grantor agrees that a reference to this Conservation Easement shall be incorporated in any subsequent deed, or other legal instrument, by which Grantor divests either the fee simple title to, or a possessory interest in, the Protected Property.

**13. Amendment; Discretionary Approval.**

- (a) Background. Grantee and Grantor recognize that future circumstances that are unforeseen at the time of this Grant may arise which make it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Values of the Protected Property and to guaranty the perpetual nature of this Conservation Easement. Any such action, if determined to be beneficial or necessary, shall be in the form of either (i) an amendment, in the case of a permanent modification of the terms of this Conservation Easement, including but not by way of limitation, a clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, in the case of a temporary activity or impact relating to the maintenance or management of the Protected Property which does not require a permanent modification of the Conservation Easement terms. All amendments and discretionary approvals shall be subject to this paragraph 13. Nothing in this paragraph, however, shall require Grantor or Grantee to consult or negotiate regarding, or to agree to any amendment or discretionary approval.
- (b) Amendment. This Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this Conservation Easement unless (i) Grantor submits a written request for amendment pursuant to Grantee's existing amendment policy and such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments; and (ii) the effect of such amendment is neutral with respect to or enhances the Conservation Purposes. Any such amendment shall be consistent with the purposes of this Grant and shall comply with IRC Sections 170(h) and 2031(c) and shall also be consistent with ORC Sections 5301.67 through 5301.70 and any regulations promulgated pursuant to such sections. Any such amendment shall be recorded in the Official Records of Cuyahoga County, Ohio. Grantor and Grantee may amend this Conservation Easement to be more restrictive to comply with the provisions of IRC Section 2031(c). Grantee shall require subordination of any mortgage as a condition of permitting any amendment to this Conservation Easement.
- (c) Discretionary Approval. Grantee's consent for activities otherwise prohibited under this Conservation Easement may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, the performance of an activity prohibited under this Conservation Easement is deemed beneficial or

necessary by Grantor, Grantor may request, and Grantee may in its sole discretion grant, permission for such activity without resorting to the formalities of Grantee's amendment policy and process, subject to the following limitations. Such request for Grantee's consent shall (i) be made, and Grantee shall consider and respond to such request in accordance with the provisions of paragraph 7, entitled "Grantee's Approval or Withholding of Approval"; and (ii) describe the proposed activity in sufficient detail to allow Grantee to evaluate the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may grant its consent only if it determines that (x) the performance of such activity is, in fact, beneficial or necessary; and (xi) such activity (A) does not violate the purpose of this Conservation Easement, and (B) results in an outcome that is neutral with respect to or enhances the Conservation Purposes of this Conservation Easement.

(d) General. Notwithstanding the foregoing, Grantee and Grantor shall have no power or right to agree to any activity that would (i) result in the extinguishment of this Conservation Easement; (ii) adversely affect the perpetual nature of this Conservation Easement; (iii) adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including IRC Sections 170(h) and 501(c)(3) and the laws of the State of Ohio; or (iv) result in either private benefit or inurement to any party. For purposes of this paragraph, the terms private benefit and inurement shall have the same meanings ascribed to them in IRC Section 501(c)(3) and associated Treasury Regulations.

14. Assignment. Grantee may transfer or assign all or less than all of Grantee's rights and obligations under this Conservation Easement if, in Grantee's opinion, the purposes of this Conservation Easement are better served by this Conservation Easement being held in the name of another organization or in the name of more than one organization which is a qualified organization at the time of transfer under IRC Section 170(h)(3) and the laws of the State of Ohio (especially ORC Section 5301.69), and is acceptable to Grantee. The selection of the transferee shall be made by the Board of Trustees of Grantee or if Grantee has ceased to exist, the statutory or court appointed successors of the last Board of Trustees of Grantee. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Conservation Easement is intended to advance continue to be carried out.

**15. Extinguishment.**

- (a) **Limitation.** If future circumstances render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of subparagraph 15(b), adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Conservation Easement.
- (b) **Percentage Interests.** For purposes of this paragraph 15, Grantor and Grantee stipulate that, as of the effective date of this Grant, this Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Such percentage interests shall be determined by the ratio of (i) the value of this Conservation Easement on the effective date of this Grant to (ii) the value of the Protected Property, without deduction for the value of this Conservation Easement, on the effective date of this Grant. The values on the effective date of this Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Grant, pursuant to IRC Section 170(h). Such values, if available on the date hereof, are set forth in an appraisal prepared for Grantor, a copy of which Grantor shall deliver to Grantee and to be retained thereafter in Grantee's files, and Grantor and Grantee shall thereafter amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. In the event such percentage interests, for whatever reason, cannot be determined as described above, the percentage interests of Grantor and Grantee in the fair market value of the Protected Property shall be deemed to be fifty percent (50%) each. For purposes of this paragraph, the ratio of the value of this Conservation Easement to the value of the Protected Property unencumbered by



this Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

16. **Eminent Domain.** It is the intent of this Grant to convey to Grantee, its successors and assigns, such an interest in the Protected Property as is sufficient to discourage the exercise of the power of eminent domain by public utility and any other body or person. If all or any part of the Protected Property is taken, whether such taking involves the fee simple interest or a lesser interest, under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of subparagraph 15(a) (with respect to the allocation of proceeds). Such allocation shall be absolute and shall not take into account or be modified based on the relative impact of the taking on the respective interests of the parties. The respective rights of Grantor and Grantee set forth in this paragraph 16 shall be in addition to, and not in limitation of, any rights they may have at common law.
17. **Notice of Proposed Transfer.** Grantor shall give Grantee notice of the proposed transfer of any interest in the Protected Property at least 20 days prior to such transfer.
18. **Stewardship Fee.** Grantor hereby covenants, promises, and agrees to pay, or to cause the closing agent in connection with the future transfer for value of all or less than all of the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee (the "Fee") in an amount equal to two percent (2%) of the full consideration paid, including that portion of such consideration attributable to improvements. In the event the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the Fee; provided that any lien securing payment of the Fee shall be subordinate to the lien of any first mortgage on the Protected Property. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Ohio.

19. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any violation of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.
20. **Rules of Convenience.** For convenience, masculine pronouns used in this document include the feminine and neuter pronouns, and the singular tense includes the plural tense. Additionally, all references to either Grantor or Grantee include their respective personal representatives, heirs, successors, devisees and assigns unless otherwise noted. The captions in this Conservation Easement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms thereof.
21. **Counterparts.** This Conservation Easement may be executed in multiple counterparts by Grantor and Grantee, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Conservation Easement to which the signatures of both Grantor and Grantee have been appended shall constitute an original hereof for all purposes, all such copies constituting one and the same original, and one of which shall constitute proof of the terms of this Conservation Easement without the necessity of producing any other original copy.
22. **Applicable Law; Severability.** This Conservation Easement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Ohio. If any provision of this Conservation Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Conservation Easement or application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law.
23. **Time of Essence.** Time is strictly of the essence in this Conservation Easement.
24. **Construction.** The parties acknowledge that each party has reviewed and revised this Conservation Easement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Conservation Easement and any amendment or exhibit hereto.

25. **Entire Agreement; Recitals and Exhibits.** This Grant sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein. Any and all recitals in this Conservation Easement are agreed by the parties to be accurate, are incorporated into this Conservation Easement by this reference, and shall constitute integral terms and conditions of this Grant. Any and all exhibits and addenda attached to and referred to in this Conservation Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.
26. **Notices.** Any notice, demand, request, consent, approval, instruction or communication that either party desires or is required to give to the other hereunder shall be in writing and either delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight express courier, and addressed as follows:

To Grantor:                    LCRW LLC  
   P.O. Box 252  
   Chesterland, OH 44026  
   Attention: Manager

To Grantee:                    Natural Areas Land Conservancy  
   3850 Chagrin River Road  
   Moreland Hills, OH 44022  
   Attention: President or General Counsel

or to such other address as either of the above parties from time to time shall designate by written notice to the other, and the same shall be effective upon receipt if delivered personally or by overnight courier or three business days after deposit in the mail, if mailed. If any deadline under this Conservation Easement falls on a Saturday, Sunday or legal holiday (which for purposes of this Grant shall not be considered a "business day"), the deadline shall be extended to the next business day.

27. **Effective Date; Mortgage Subordination; Mechanics Liens.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the Official Records of Cuyahoga County, Ohio, after all required signatures have been affixed hereto. Grantor (a) shall cause any mortgage encumbering the Protected Property to be subordinated to this Grant effective as of the date this Grant is so recorded; and (b) hereby represents to Grantee that no material or labor has been furnished to or performed on the Protected Property within the last 90 days that has not been paid for in full.

Grantee may re-record this instrument at any time as may be required to preserve its rights in this Conservation Easement.

- 28. No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (b) should all or a portion of the fee interest subject to this Conservation Easement and the Conservation Easement, itself, come to be owned by the same owner, such owner as promptly as practicable shall assign this Conservation Easement of record to another holder in conformity with the requirements of paragraphs 14 and 17 (entitled "Assignment" and "Notice of Proposed Transfer", respectively). The instrument of assignment shall refer to the provisions of this paragraph, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.
- 29. Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in this Conservation Easement or in the Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.

**TO HAVE AND TO HOLD**, unto and to the use of Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding not only upon Grantor and Grantee, but also their respective agents, personal representatives, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

**[NO FURTHER TEXT; SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, Grantor has executed this 10th day of Sept., 2022.

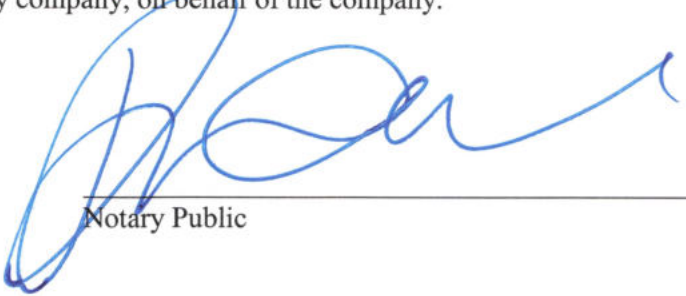
**GRANTOR:**

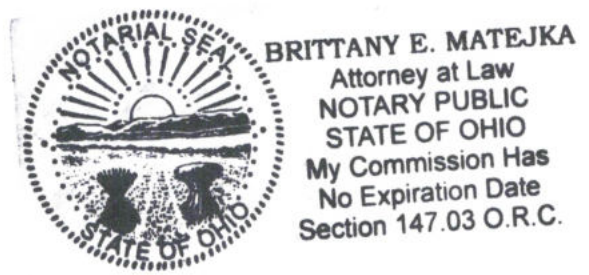
**LCRW LLC**

By:   
Alex M. Czayka  
Its: Manager

STATE OF OHIO            )  
  )  
COUNTY OF Cuyahoga    )    SS:

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 10th day of September, 2022 by Alex M. Czayka, Manager of LCRW LLC, an Ohio limited liability company, on behalf of the company.

  
Notary Public



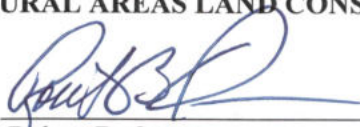
**ACCEPTANCE**

The undersigned do hereby consent to and accept the within Conservation Easement and all obligations imposed thereby.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Acceptance this 6<sup>th</sup> day of September, 2022.

**GRANTEE:**

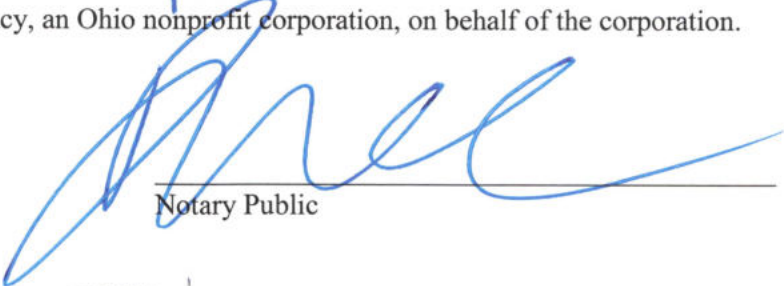
**NATURAL AREAS LAND CONSERVANCY**

By:   
Robert B. Owen

Its: Secretary

STATE OF OHIO                    )  
  )    **SS:**  
COUNTY OF CUYAHOGA    )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 6<sup>th</sup> day of September, 2022 by Robert B. Owen, Secretary of Natural Areas Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

  
Notary Public



**BRITTANY E. MATEJKA**  
Attorney at Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

EXHIBIT A

PARCEL 2 DESCRIPTION

Situated in the Village of Hunting Valley, County of Cuyahoga, and State of Ohio, and being known formerly as the part of a the ASA Shiverick Subdivision as recorded in Plat Volume 271, page 18 of the Cuyahoga County records, bounded and described as follows:

COMMENCING at a mag nail set at the centerline intersection of Chagrin River Road (60' ROW) and Fairmount Boulevard (60' ROW), said mag nail bearing North 09°36'42" East a distance of 18.27 feet from a 1 inch iron pin found in a Monument Box on the original centerline of said Fairmount Boulevard;

Thence along the centerline of Fairmount Boulevard along a curve with an arc length of 498.75 feet, radius of 1909.86 feet, chord bearing of North 67 degrees 32 minutes 46 seconds West and chord distance of 497.33 feet to a monument box in centerline of Fairmount Boulevard;

Thence continuing along the centerline of Fairmount Boulevard along North 60 degrees 3 minutes 59 seconds West a distance of 292.93 feet to a monument box;

Thence North 73 degrees 09 minutes 28 seconds West along centerline of said Fairmount Boulevard to a point a distance of 368.98 feet to a set mag nail;

Thence North 85 degrees 10 minutes 35 seconds West along centerline of said Fairmount Boulevard to a point a distance of 340.50 feet to a 5/8-inch rebar found in a monument box in the centerline of Fairmount Boulevard and also being the PLACE OF BEGINNING of the parcel here in described;

- COURSE I. Thence South 02 degrees 46 minutes 45 seconds East along northerly line of LCRW LLC Parcel 1 a distance of 183.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE II. Thence South 76 degrees 53 minutes 09 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 368.45 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE III. Thence South 60 degrees 25 minutes 56 seconds West along northerly line of LCRW LLC Parcel 1 a distance of 143.70 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IV. Thence South 75 degrees 45 minutes 41 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 63.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE V. Thence North 61 degrees 08 minutes 14 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 18.21 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

- COURSE VI. Thence North 87 degrees 26 minutes 01 seconds West along the northerly line of LCRW LCC Parcel 1 a distance of 184.74 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE VII. Thence South 76 degrees 09 minutes 31 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 189.81 feet to a point with a square rebar located 0.30 feet right of line at 1.86 feet;
- COURSE VIII. Thence South 20 degrees 14 minutes 16 seconds East along the northerly line of LCRW LLC Parcel 1 a distance of 91.29 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE IX. Thence South 78 degrees 29 minutes 01 seconds West along the northerly line of LCRW LLC Parcel 1 a distance of 653.43 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE X. Thence South 06 degrees 15 minutes 54 seconds East along the northwesterly line of LCRW LLC Parcel 1 a distance of 46.98 feet to a 5/8-inch iron rebar with cap stamped "DC INC 5368" located in the northeast corner of land deeded to The Lake House of Hunting Valley Home Owners Association as recorded in PBV 368, Pages 45-47;
- COURSE XI. Thence North 53 degrees 09 minutes 03 West seconds along the northerly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 175.58 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XII. Thence North 56 degrees 00 minutes 28 seconds West continuing along said northerly line a distance of 234.30 feet to a 5/8-inch iron rebar;
- COURSE XIII. Thence South 75 degrees 30 minutes 22 seconds West continuing along said northerly line a distance of 153.11 feet to point with a 5/8-inch iron rebar, located at the southeast corner of land deeded to John Ours, Jr. as recorded in AFN 202111290293;
- COURSE XIV. Thence North 00 degrees 50 minutes 11 seconds West along the easterly line of said John W. Ours, Jr parcel a distance of 520.47 feet to southerly right-of-way line of Fairmount Blvd and a point with 5/8-inch iron rebar located 0.23' north;
- COURSE XV. Thence South 73 degrees 12 minutes 45 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 512.32 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVI. Thence South 87 degrees 05 minutes 09 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 1008.48 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";
- COURSE XVII. Thence North 79 degrees 37 minutes 05 seconds East along the southerly right-of-way of Fairmount Boulevard a distance of 254.54 feet to a set 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";



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**COURSE XVIII.** Thence North 26 degrees 43 minutes 18 seconds East a distance of 37.62 feet to a mag nail set in the centerline of Fairmount Boulevard;

**COURSE XIX.** Thence North 79 degrees 37 minutes 05 seconds East along the centerline of Fairmount Boulevard a distance of 254.50 feet to the Place of Beginning and containing 16.1822 acres, of which 0.1817 acres are in the Right of Way of said Fairmount Boulevard, be the same more or less but subject to all legal highways and easements of record.

**Basis of Bearings:** Bearings are based on Ohio State Plane Coordinate System, North Zone and the North American Datum of 1983(2011). The centerline of Chagrin River Road is North 00 degrees 35 minutes 17 seconds West based on GNSS locations. The above description is based on a field survey performed in April and May of 2022 under the direction of Greg Schunck, Professional Surveyor 8374, MSG project number W2680034.

Also known as Parcel No. 2 in the Lot Split & Consolidation Plat for Western Reserve Land Conservation of part of Original Orange Township Lot Nos. 25, 26, 34 and 35 of Tract 1, as shown by the plat recorded as Instrument No. 202208120631 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.



**Western Reserve Land Conservancy**

land • people • community

## **EXHIBIT B**

Baseline Documentation Report

**SHIVERICK – FAIRMOUNT WEST CE PROPERTY**

in

Village of Hunting Valley, Cuyahoga County, Ohio

Report Prepared By: Shane Wohlken

Date of Site Visit: June 24, 2022

Date Finalized: August 8, 2022

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## **SECTION 1: INTRODUCTION**

### **1.1 PURPOSE**

This Baseline Documentation Report (“BDR”) is being prepared as an exhibit to the Conservation Easement (“CE”). The Purpose of the BDR is to describe the existing conditions and the conservation values on the Protected Property at the time of the grant of the CE. The BDR is used by the Grantor and Grantee primarily for monitoring and enforcing the terms of the CE.

Western Reserve Land Conservancy (the “Land Conservancy”) has a standard practice of preparing BDRs for CEs. This practice helps ensure that BDRs are created in a consistent manner and include the necessary details for monitoring and enforcing the terms of the CE. The BDR site visit and completion of the BDR document are done as close to recording of the CE as possible. The BDR is created and kept in the course of the Land Conservancy’s regularly conducted business, and it is the organization’s practice to create and maintain the BDR as one of its records. The information in this BDR is as complete and accurate as possible based on at least one property visit and property research using available resources.

In order to be eligible to receive a federal tax deduction in connection with the grant of a CE, the federal Treasury Regulations require the Grantor to provide the Grantee with a BDR at the time the CE is granted. If the Grantor decides to file for a tax deduction in connection with the grant of the CE, then it is the Grantor’s sole responsibility to ensure that the BDR meets the IRS requirements. The Grantor approves the BDR by signing the Acknowledgement of Condition page within this document.

### **1.2 STATEMENT OF QUALIFICATIONS**

The Land Conservancy ensures that all BDRs are written by qualified professionals. The organization employs individuals with undergraduate and graduate-level degrees and training in various fields of biology, environmental planning, law, Geographic Information System (“GIS”), soil/water conservation, and other related degrees. All individuals involved in creating BDRs are trained in collecting the appropriate field data and information for documenting conservation values. All BDRs are drafted by individuals that have direct knowledge of the Protected Property or by individuals that have been provided information by someone with direct knowledge of the Protected Property.

### **1.3 GENERAL INFORMATION & SUMMARY OF FUNDING SOURCES & PROPERTY RESTRICTIONS**

#### **General Information**

For the purpose of this document, the property being protected by the CE is referred to by the property name referenced on the title page or as the “Protected Property”.

On June 24, 2022, Shane Wohlken, Land Steward – Central Region for the Land Conservancy, visited the Shiverick – Fairmount West property to establish a BDR of the Protected Property. During the site visit, they walked the Protected Property and took photos at the property corners and other significant locations.

#### **Summary of Funding Sources and Property Restrictions**

The Protected Property will be encumbered by a CE donated by the Grantor. The Land Conservancy is not aware of any other restrictions on the Protected Property other than additional encumbrances referred to in the updated title commitment.

**SECTION 2: GRANTOR INFORMATION**

Grantor: LCRW LLC

Address: P.O. Box 252, Chesterland, OH 44026

**SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION**

Role: Property Owner

Name: Natural Areas Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.528.4150

**SECTION 4: GRANTEE INFORMATION**

Name: Natural Areas Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.528.4150

**SECTION 5: PARCEL INFORMATION**

Acres Preserved: 16.1822 (See Exhibit A – the legal description.)

County: Cuyahoga

Municipality: Village of Hunting Valley

Watershed: Chagrin River

HUC 12: 041100030402

HUC 12 Narrative: Griswold Creek-Chagrin River

HUC 14: 04110003030010

HUC 14 Narrative: Chagrin River below Aurora Branch to above E. Br.

Protected Property Address: Fairmount Boulevard, Hunting Valley, OH 44022

Adjacent to: The Protected Property is adjacent to private property on the west, east, and south. The northern boundary is adjacent to Fairmount Boulevard.

Access Notes: Access the Protected Property from the driveway located across from the entrance to the Village of Hunting Valley’s Village Hall at 38251 Fairmount Boulevard, Hunting Valley, OH 44022.

Permanent Parcel: Parcel information for this report was gathered from the legal description for the permanent parcel (Exhibit A to the CE).

<b>Parcel Number or ID</b>	<b>CE covers all or a portion of the parcel</b>	<b>Road Frontage</b>	<b>Total Parcel Acres</b>	<b>Acres covered by CE</b>
To Be Assigned	All	Fairmount Road	16.1822	16.1822
		<b>Total Acres:</b>	16.1822	16.1822

**SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION**

**6.1 LOCATION & SURROUNDING LAND USE**

The Protected Property is located on Fairmount Boulevard in the Village of Hunting Valley in Cuyahoga County, OH. The Protected Property is within 1.3 miles of State Route 91 to the west and within 0.8 miles of the Cuyahoga County and Geauga County boundary to the west. The Land Conservancy protects over 750 acres of high quality forests, wetlands, and Chagrin River floodplain within 1.4 miles of the Protected

Property including Hollister to the north-northeast; Guyuron to the northeast; Shiverick-Lennon, Shiverick-Drogo, and Shiverick Krutowsky to the east-southeast, McBride, Vignos - Wesley, and Cole to the southwest; Shiverick to the south; and Marotta to the southwest. Other nearby protected lands include over 385 acres of Village of Hunting Valley properties within 0.5 miles of the Protected Property including Perry Preserve to the northeast; Alexander Rental to the east; Bishop Forest Preserve and Inkley/Chishlom Preserve to the southeast; and Ingalls to the south. The Protected Property is within the Chagrin River watershed. Topographically, the gently sloping upland areas in the northern and central portions of the Protected Property give way to a significant slope that descends down into a ravine that extends through the southern portion of the Protected Property (see Appendix C: Topography map). The topography is characteristic of the Chagrin River valley.

The surrounding land use consists of large blocks of forested land south of Fairmount Boulevard with some forested residential lots and the Village of Hunting Valley's Village Hall north of the boulevard.

## **6.2 CURRENT USE(S) & MANAGEMENT OF THE PROTECTED PROPERTY**

The Protected Property is currently managed primarily as a natural area with high quality mature upland and lowland forests. A small building area with two houses and a garage is located in the northeastern portion of the Protected Property. The houses are vacant, but the grounds continue to be mowed.

## **6.3 PAST USE(S) OF THE PROTECTED PROPERTY**

In order to understand past uses on the Protected Property, the Land Conservancy reviewed historical aerial photos and noted any evidence of past uses during the BDR visit. Based on reviewing historical aerial photography provided by Google Earth Pro and NETROnline, it appears that the uses of the Protected Property have not changed significantly in the last 70 years.

## **SECTION 7: PROTECTED PROPERTY INVENTORY**

(Refer to the Photo Point Photos section and Appendix C: Maps for visual depictions of some of the following Protected Property features.)

### **7.1 RESIDENTIAL AREAS, STRUCTURES, AND/OR OTHER CONSTRUCTED FEATURES**

#### *Limited Management Area*

- 2 Small Houses – (Photo Points 1, 2) – Two small houses are found within the Limited Management Area in the northeastern portion of the Protected Property. Based on their outside appearance, both houses are in fair condition.
- Garage – (Photo Point 2) – A garage is located of the southwestern corner of the western house. Based on its outside appearance, the garage is in fair condition.

#### *Outside Limited Management Area*

- 2 Cisterns with Manholes – (Photo Points 7, 8) – Two concrete cisterns with metal manhole covers are located on the slope just south of both houses. The cisterns and manholes appear to be in fair to moderately good condition.
- Wooden Bench – (Photo Point 9) – A small wooden bench is located west-southwest of the western cistern. The bench is in moderately good condition.

## **7.2 POWER/UTILITY RIGHTS-OF-WAY**

- Utility lines extend along the northern property boundary along Fairmount Boulevard (Photo Points 3, 30, 34-37). The right-of-way consists of a maintained shoulder in good condition.

## **7.3 OTHER EXISTING EASEMENTS OR RIGHTS-OF-WAY**

- Refer to the updated title commitment on file with the Grantee for the most up to date list of existing easements and/or Rights-of-Way found on the Protected Property.

## **7.4 ACCESS ROADS & TRAILS**

- A short gravel driveway provides access to the Limited Management Area (Photo Point 37). The driveway is in good condition.

## **7.5 GENERAL DISTURBANCES, GARBAGE DUMPS, AND/OR POTENTIAL ENVIRONMENTAL THREATS**

- No general disturbances, garbage dumps, or potential environmental threats were observed at the time of the visit.

## **7.6 ENCROACHMENTS**

- No encroachments were observed at the time of the visit.

## **7.7 INVASIVE SPECIES**

- Coltsfoot is found scattered at the edge of the forest along the road, and in some disturbed areas on the slope near the building area.
- English ivy is found in a locally dense patches south of the building area.
- Garlic mustard is found scattered throughout the Protected Property, with the largest concentration along the road.
- Japanese barberry is found occasionally throughout the Protected Property.
- Moneywort is found in the ravine along the stream in the southwestern portion of the Protected Property.
- Multi-flora rose is found occasionally throughout the Protected Property, but mainly on the slope in the southern portion of the Protected Property.
- Myrtle is found in locally dense patches around the building area.
- Narrow-leaf bittercress is found occasionally around the building area.
- Privet is found occasionally throughout the Protected Property.
- Reed canarygrass is found occasionally in seeps on the slope in the southern portion of the Protected Property.

## **7.8 MONITORING NOTES**

- The Protected Property is easily accessible from the driveway. All boundaries are easy to traverse, but safe footing on the steep slope along the southern property boundary can be tricky in places.

## **SECTION 8: LAND COVER SUMMARY**

The Protected Property encompasses approximately 16 acres in total land area and contains a building area, high quality maple-beech forest, maple-oak forest, and upland and lowland mixed hardwood forests (see Appendix C: Land Cover map). The acres listed below were calculated using GIS and may not match

the exact acreage of the Protected Property. Refer to the Appendix C: Soils map for the location of soil types on the Protected Property.

Natural Resource / Land Cover	Description
Road	~ 0.2 acres
Building Area	~ 0.6 acres
Mid-Successional Mixed Hardwood Upland Forest	~ 8.5 acres
Mid-Successional Maple-Beech-Oak Forest	~0.9 acres
Mid-Successional Maple-Oak Forest	~2.5 acres
Mid-Successional Mixed Hardwood Lowland Forest	~3.5 acres
Chagrin River tributary	~ 582 linear feet
Road Frontage	~ 2,049 linear feet of scenic views

## **SECTION 9: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES**

### **Introduction**

The land cover areas described below and depicted on the “Land Cover” map of Appendix C were defined based on observations during the BDR site visit and based on other available natural resource information for the Protected Property and the area in general. These land cover areas describe existing conditions and do not correspond to reserved areas, if any, defined in the CE.

### **Land Cover and Habitats** (Refer to Appendix C: Land Cover map)

#### *Road* - (Photo Points 3, 36)

The northeastern corner of the Protected Property contains approximately 0.2 acres of road. The edge of the road is populated with multiflora rose, Japanese barberry, Oriental bittersweet, coltsfoot, buttercup, garlic mustard, and goldenrod.

#### *Building Area* - (Photo Points 1, 2, 7, 37)

The building area is located entirely within the Limited Management Area as defined by the CE. An approximately 0.6-acre building area is located at the eastern end of the Protected Property. The area contains two small vacant houses and one detached garage, all in fair condition. The area is mostly mowed lawn with some white pine and hawthorn. Ornamental plants planted along the foundation of the houses include greenstem forsythia, Japanese barberry, small-leaved plantain lily, and common lilac. The lawn is mostly grasses with some false strawberry, white clover, ribwort plantain, and dandelion. The edge of the building area is dense with ground elder, Virginia knotweed, broadleaf dock, enchanter’s nightshade, calico aster, Christmas fern, violet, clustered black snakeroot, Canadian black snakeroot, zig-zag goldenrod, garlic mustard, Virginia creeper, myrtle, English ivy, Japanese barberry, and oriental bittersweet. Trees edging the building area include sugar maple, red oak, American elm, tuliptree, bitternut hickory, black cherry, white mulberry, white pine, and Norway spruce.

#### *Mid-Successional Mixed Hardwood Upland Forest* - (Photo Points 3, 36)

The northeastern corner of the Protected Property contains approximately 0.9 acres of mid-successional mixed hardwood upland forest that surrounds the building area. The canopy trees have a diameter-at-breast-height (dbh) ranging from 12” to 18” with occasional larger trees along the ridge to the south. Tree



species include sugar maple, red oak, black cherry, tuliptree, bitternut hickory, white ash, and American elm. Some white pine and Norway spruce are found closer to the building area. The understory is moderately dense with Japanese snowball, oriental bittersweet, privet, and grapevine. The groundcover is dense with Virginia knotweed, mayapple, Jack-in-the-pulpit, Christmas fern, spinulose wood fern, enchanter's nightshade, Virginia creeper, selfheal, citronella horsebalm, Virginia creeper, garlic mustard, and poison ivy.

*Mid-Successional Maple-Beech-Oak Forest - (Photo Points 13-16, 32-35)*

The central, north-central, and west-central portions of the Protected Property contain approximately 8.5 acres of high quality mid-successional maple-beech-oak forest. Most canopy trees range from 14" to 24" dbh with occasional larger trees along the ridge to the south. The forest is dominated by sugar maple, red maple, American beech, and red oak. The eastern portion of the forest has more maple and oak, while the central and western portions have more beech and maple. Most of the beech trees are exhibiting advanced stages of beech leaf disease. Other occasional trees species include black cherry, white ash, tuliptree, American hornbeam, and bitternut hickory. The understory is largely open with scattered hawthorn, mapleleaf viburnum, spicebush, grapevine, and Japanese barberry. The groundcover on the uplands areas is mostly leaf litter with some mayapple, Jack-in-the-pulpit, Virginia creeper, sweet cicely, Christmas fern, and spinulose wood fern. The ground cover along the ridge and on the slope to the south is dense with many of the same plants as well as grasses and sedges. Some damper areas of the forest also have narrowleaf bittercress, white rattlesnake root, and rice cutgrass.

*Mid-Successional Maple-Oak Forest - (Photo Points 28-31)*

The northwestern corner of the Protected Property contains approximately 2.5 acres of mid-successional maple-oak forest. The canopy trees range in dbh from 12" to 22" with occasional larger trees. The forest is dominated by sugar maple and red oak. Other occasional tree species include black tupelo, sassafras, black cherry, white ash, tuliptree, and shagbark hickory. A stand of black locust is located along the road near the northwestern property corner. The understory is open with some scattered spicebush, mapleleaf viburnum, oriental bittersweet, and multi-flora rose. The groundcover is mostly leaf litter with some maple, oak, and ash saplings, Jack-in-the-pulpit, spinulose wood fern, and Virginia creeper. Field horsetail and yellow archangel is found at the edge of the woods along the road.

*Mid-successional Mixed Hardwood Lowland Forest - (Photo Points 5, 6, 10-12, 17-27)*

The southern portion of the Protected Property along the slope of the ravine and down to the stream contains approximately 3.5 acres of mid-successional mixed hardwood lowland forest. The canopy trees range in dbh from 12" to 22". Tree species found throughout the forest include sugar maple, red maple, American beech, red oak, white oak, white ash, American elm, American hornbeam, shagbark hickory, basswood, yellow birch, cottonwood, sassafras, and cucumbertree. The understory is moderately dense in places with spicebush, witch-hazel, crabapple, wintercreeper euonymus, mapleleaf viburnum, riverbank grapevine, privet, Japanese barberry, and multi-flora rose. The groundcover is dense with hooked buttercup, zig-zag goldenrod, bluestem goldenrod, spinulose wood fern, Christmas wood fern, New York wood fern, silvery glade fern, fragrant bedstraw, heartleaf foamflower, bloodroot, American hog peanut, common blue violet, stickweed, black cohosh, bristly greenbrier, white rattlesnake root, large-leaved aster, white trillium, Jack-in-the-pulpit, broadleaf dock, heath woodrush, sweet cicely, whitegrass and mosses. The slope is dotted with very wet seeps that are also populated with bur-reed sedge, sensitive fern, Virginia waterleaf, clearweed, white snakeroot, jewelweed, Virginia knotweed, maidenhair fern, and

reed canarygrass.

*Chagrin River Tributary* - (Photo Points 20, 22-24, 27)

The Protected Property contains approximately 582 linear feet of a perennial tributary of the Chagrin River. Ephemeral streams flow south through steep ravines to help drain the uplands areas in the north and feed into the perennial tributary (Photo Point 20). The perennial tributary enters the Protected Property through the southwestern property corner, continues southeast along the southern property boundary, and exits the Protected Property through the southernmost property corner. The approximately 8' wide stream exhibits good sinuosity as it flows over a substrate consisting of about 5% boulders, 15% gravel, 25% silt, and 55% cobble. The stream flows through a stable floodplain. Riffles, runs, and pools are found along the course of the stream.

For a complete list of species found on the Protected Property during the site visit, refer to Appendix B: Natural Resource Inventory. For the general location of habitats on the Protected Property, refer to Appendix C: Land Cover map.

Summary of Conservation Values

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values that add to the rural/natural character of the Village of Hunting Valley. Fairmount Boulevard provides scenic views of the Protected Property's natural areas. The Protected Property has natural resource conservation value based on its 16.1822 acres of diverse habitat for fish and wildlife including high quality mid-successional maple-beech-oak forest, mid-successional maple-oak forest, mid-successional mixed upland hardwood forest, and mid-successional mixed hardwood lowland forests, and a high quality tributary to the Chagrin River. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. The vegetated and forested buffers along the tributary help control run-off, prevent erosion, and mitigate flooding to downstream properties thus helping to improve water quality in the Chagrin River watershed. Natural areas preservation also promotes groundwater recharge for local aquifers.

**SECTION 10: PHOTO POINT COORDINATES**

Coordinate System: Latitude/Longitude (Decimal Degrees)

Global Positioning System ("GPS") points were taken on June 24, 2022 using a Bad Elf GNSS Surveyor GPS.

Point Number	Latitude	Longitude
1	41.49034	-81.4072
2	41.49036	-81.4071
3	41.490572	-81.40639
4	41.490565	-81.40637
5	41.49016	-81.4063
6	41.49012	-81.4064
7	41.49027	-81.4069
8	41.48997	-81.4074
9	41.48999	-81.4074

10	41.48994	-81.4077
11	41.48992	-81.4076
12	41.48968	-81.4083
13	41.48968	-81.4084
14	41.48974	-81.4091
15	41.48974	-81.4091
16	41.48964	-81.4098
17	41.48962	-81.4098
18	41.48938	-81.4096
19	41.48939	-81.4096
20	41.4893	-81.4105

21	41.48903	-81.412
22	41.48907	-81.412
23	41.48892	-81.412
24	41.48956	-81.4132
25	41.4896	-81.4132
26	41.48947	-81.4137
27	41.48951	-81.4137
28	41.49023	-81.4137
29	41.49092	-81.4137

30	41.49093	-81.4137
31	41.4905	-81.412
32	41.49048	-81.412
33	41.49009	-81.4111
34	41.49032	-81.4083
35	41.49033	-81.4083
36	41.49043	-81.4074
37	41.49042	-81.4073

Note: The coordinates for each point were determined using the GPS unit; however, it should be noted that there is a small amount of error inherent in the GPS readings.

**SECTION 11: ACKNOWLEDGMENT OF CONDITION**

This Baseline Documentation Report is an accurate representation of the Protected Property, including conservation resources and existing conditions, at the time of the recording of the CE.

**GRANTOR: LCRW LLC**



\_\_\_\_\_  
BY: ALEX M. CZAYKA  
MANAGER

DATE: 9/6/2022

**GRANTEE: NATURAL AREAS LAND CONSERVANCY**



\_\_\_\_\_  
BY: ROBERT B. OWEN  
SECRETARY

DATE: 9/6/2022

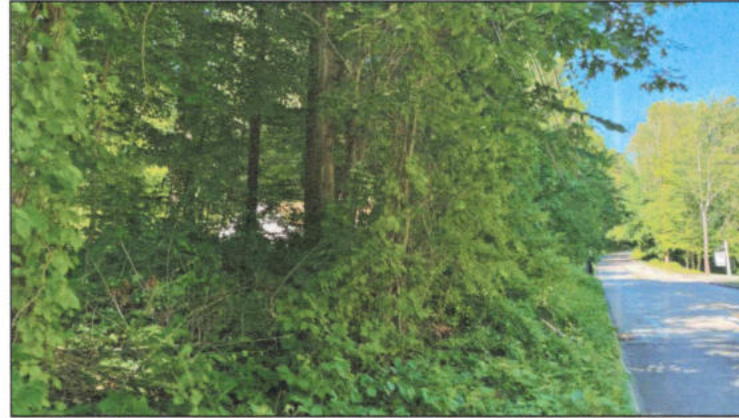
**SECTION 12: PHOTO POINT PHOTOS** (All photos were taken by Shane Wohlken with a iPhone 12 Pro Max camera on June 24, 2022. All structures depicted in the photos are located on the Protected Property unless otherwise noted.)



1. Looking west at the western house and garage located in the Building Area in the northeastern corner of the Protected Property.



2. Looking south-southeast at the eastern house in the Building Area in the northeastern corner of the Protected Property.



3. Looking west along the northern property boundary and Fairmount Boulevard from near the northeastern property corner.



4. Looking south along the eastern property boundary from near the northeastern property corner.



5. Looking north along the eastern property boundary from near the southeastern property corner.



7. Looking east at a manhole for a water cistern located south of the eastern house.



6. Looking west-southwest along the southern property boundary from near the southeastern property corner.



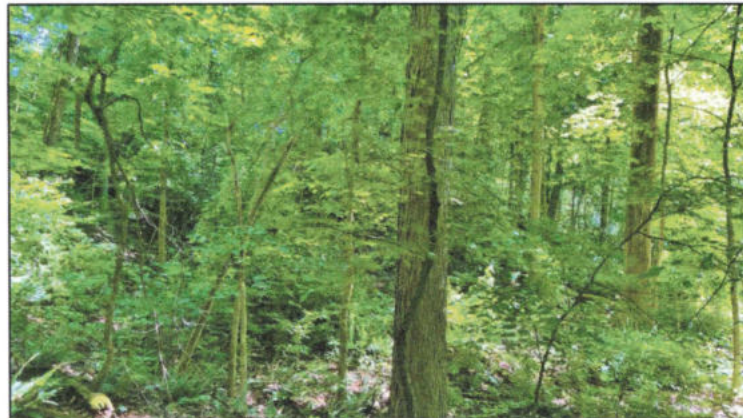
8. Looking northwest at two manholes for a water cistern located south of the western house.



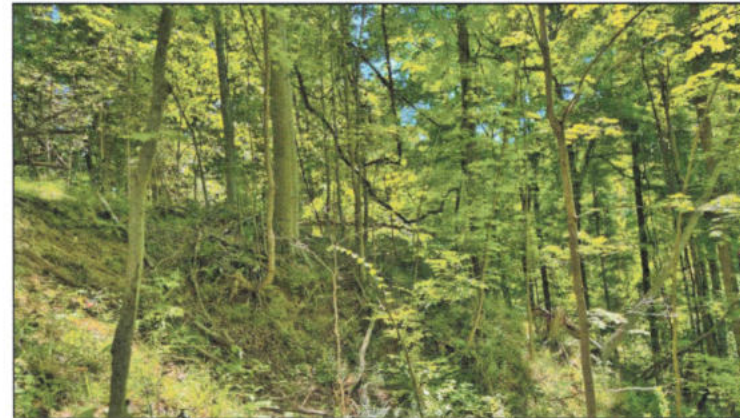
9. Looking northwest at a wooden bench locate southwest of the water cistern south of the western house.



11. Looking southwest along the southern property boundary from a gentle jog near a southern property corner.



10. Looking east-northeast along the southern property boundary from a gentle jog near a southern property corner.



12. Looking northeast along the southern property boundary from gentle jog near a southern property corner.



13. Looking west along the southern property boundary from a gentle jog near a southern property corner.



15. Looking west-southwest along the southern property boundary from a gentle jog near a southern property corner.



14. Looking east-southeast along the southern property boundary from a gentle jog near a southern property corner.



16. Looking east-northeast along the southern property boundary from a sharp jog near a southern property corner.





17. Looking south-southeast along the eastern property boundary and down the slope from a sharp jog near a southern property corner.



19. Looking west-southwest along the southern property boundary from a sharp jog near a southern property corner.



18. Looking north-northeast along the eastern property boundary and up the slope from a sharp jog near a southern property corner.



20. Looking north up a steep ravine from the southern property boundary.



21. Looking east-northeast along the southern property boundary from a sharp jog near a southern property corner.



23. Looking northwest along the southern property boundary an up an intermittent stream from a sharp jog near a southern property corner.



22. Looking south-southeast along the eastern property boundary and down the slope from a sharp jog near a southern property corner.



24. Looking southeast along the southern property boundary from a sharp jog near a southern property corner.



25. Looking southwest along the southern property boundary from a sharp jog near a southern property corner.



27. Looking north along the western property boundary from the southwestern property corner with a metal stake.



26. Looking northeast along the southern property boundary from the southwestern property corner with a metal stake.



28. Looking east at the mature maple-oak-hickory forest in the northwestern portion of the Protected Property.



29. Looking south along the western property boundary from the northwestern property corner with a survey pin.



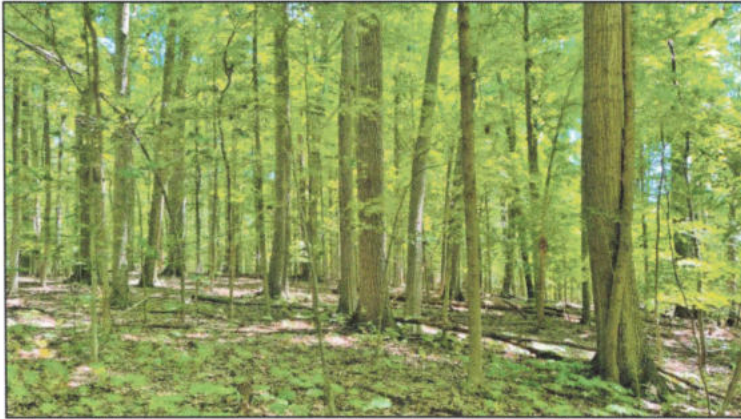
31. Looking west-northwest along the northern property boundary and Fairmount Boulevard from a gentle jog near a northern property corner.



30. Looking east-southeast along the northern property boundary and Fairmount Boulevard from the northwestern property corner with a survey pin.



32. Looking east along the northern property boundary and Fairmount Boulevard from a gentle jog near a northern property corner.



33. Looking east-southeast at the mature maple-beech-oak forest in the central portion of the Protected Property.



35. Looking east-northeast along the northern property boundary and Fairmount Boulevard from a gentle jog near a northern property corner.



34. Looking west-northwest along the northern property boundary and Fairmount Boulevard from a gentle jog near a northern property corner.



36. Looking west-northwest along the northern property boundary and Fairmount Road from a jog near a northern property corner.



37. Looking east-northeast along the northern property boundary and Fairmount Road from a jog near a northern property corner. The Building Area driveway extends to the right (south).

## **APPENDICES**

## APPENDIX A: SOILS

(For soil locations refer to Appendix C: Soils map)

SOIL SYM.	MAP UNIT KEY	SOIL NAME	FARMLAND CLASSIFICATION	HYDRIC RATING	ACRES
CnA	287287	Chili loam, 0 to 2 percent slopes	All areas are prime farmland	No	1.2
EIC	287297	Ellsworth silt loam, 6 to 12 percent slopes	Not prime farmland	No	6.0
GeF	287304	Cardinal-Mentor silt loams, 25 to 75 percent slopes	Not prime farmland	No	8.9

- The acres listed in the table above were calculated using GIS and may not match the exact acreage of the Protected Property.
- Source: USDA - Natural Resource Conservation Service SSURGO Soils Database for Ohio - 2003



## APPENDIX B: NATURAL RESOURCE INVENTORIES

### Western Reserve Land Conservancy Species Inventory

Survey Date: June 24, 2022

By: Shane Wohlken, Land Steward – Central Region for Western Reserve Land Conservancy

Note: This inventory is based on a field survey with the intention of documenting major habitat types, other natural features, and as many species as possible found on the Protected Property. More extensive field surveys may yield a more complete inventory.

### Plant Inventory

Type	Common Name	Scientific Name	Notes
Herbaceous	Agrimony, swamp	<i>Agrimonia parviflora</i>	Small-flowered
Herbaceous	Aster, calico	<i>Aster lateriflorus</i>	
Herbaceous	Aster, large-leaved	<i>Eurybia macrophylla</i>	
Herbaceous	Avens, white	<i>Geum canadense</i>	
Herbaceous	Bedstraw, fragrant	<i>Galium triflorum</i>	
Herbaceous	Bittercress, narrowleaf	<i>Cardamine impatiens</i>	INVASIVE
Herbaceous	Bloodroot	<i>Sanguinaria canadensis</i>	
Herbaceous	Buttercup, hooked	<i>Ranunculus recurvatus</i>	
Herbaceous	Citronella horse balm	<i>Collinsonia canadensis</i>	
Herbaceous	Clearweed	<i>Pilea pumila</i>	
Herbaceous	Clover, white	<i>Trifolium repens</i>	
Herbaceous	Cohosh, black	<i>Actaea racemosa</i>	Black snakeroot
Herbaceous	Coltsfoot	<i>Tussilago farfara</i>	INVASIVE
Herbaceous	Creeper, Virginia	<i>Parthenocissus quinquefolia</i>	
Herbaceous	Dandelion	<i>Taraxacum officinale</i>	
Herbaceous	Dock, broadleaf	<i>Rumex obtusifolia</i>	
Herbaceous	English ivy	<i>Hedera helix</i>	INVASIVE
Herbaceous	Fern, Christmas	<i>Polystichum acrostichoides</i>	
Herbaceous	Fern, cinnamon	<i>Osmunda cinnamomea</i>	
Herbaceous	Fern, New York	<i>Thelypteris noveboracensis</i>	
Herbaceous	Fern, northern maidenhair	<i>Adiantum pedatum</i>	
Herbaceous	Fern, sensitive	<i>Onoclea sensibilis</i>	
Herbaceous	Fern, silvery glade	<i>Deparia acrostichoides</i>	
Herbaceous	Fern, spinulose wood	<i>Dryopteris carthusiana</i>	
Herbaceous	Foamflower, heartleaf	<i>Tiarella cordifolia</i>	
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>	
Herbaceous	Goldenrod, bluestem	<i>Solidago caesia</i>	

Herbaceous	Goldenrod, zig zag	<i>Solidago flexicaulis</i>	
Herbaceous	Grass, white	<i>Leersia virginica</i>	Virginia cutgrass
Herbaceous	Ground Elder	<i>Aegopodium podagraria</i>	Bishop's weed
Herbaceous	Heal-all	<i>Pernela vulgaris</i>	Self-heal, Allheal
Herbaceous	Hepatica, round-lobed	<i>Hepatica americana</i>	
Herbaceous	Horsetail, field	<i>Equisetum arvense</i>	common horsetail
Herbaceous	Jack-in-the-pulpit	<i>Arisaema triphyllum</i>	
Herbaceous	Jewelweed	<i>Impatiens capensis</i>	Touch-me-nots
Herbaceous	Knotweed, Virginia	<i>Polygonum virginianum</i>	Jumpseed
Herbaceous	Lettuce, white	<i>Nabalus albus</i>	Rattlesnake Root
Herbaceous	Mayapple	<i>Podophyllum peltatum</i>	
Herbaceous	Miterwort, twoleaf	<i>Mitella diphylla</i>	Bishop's cap
Herbaceous	Moneywort	<i>Lysimachia nummulari</i>	INVASIVE
Herbaceous	Mustard, garlic	<i>Alliaria petiolata</i>	INVASIVE
Herbaceous	Myrtle/Lesser periwinkle	<i>Vinca minor</i>	INVASIVE
Herbaceous	Nightshade, bittersweet	<i>Solanum dulcamara</i>	
Herbaceous	Nightshade, Enchanter's	<i>Circaea lutetiana</i>	
Herbaceous	Plantain, ribwort	<i>Plantago lanceolata</i>	Narrowleaf plantain
Herbaceous	Poison ivy	<i>Toxicodendron radicans</i>	
Herbaceous	Reed canarygrass	<i>Phalaris arundinacea</i>	INVASIVE
Herbaceous	Rice cutgrass	<i>Leersia oryzoides</i>	
Herbaceous	Sedge, awlfruit	<i>Carex stipata</i>	
Herbaceous	Sedge, bur-reed	<i>Carex sparganioides</i>	
Herbaceous	Sedge, plantain-leaved	<i>Carex plantaginea</i>	Seersucker sedge
Herbaceous	Small-leaved plantain lily	<i>Hosta sieboldii</i>	Non-native
Herbaceous	Snakeroot, Canadian black	<i>Sanicula canadensis</i>	NOT black cohosh
Herbaceous	Snakeroot, white	<i>Ageratina altissima</i>	
Herbaceous	Stickseed	<i>Hackelia virginiana</i>	
Herbaceous	Strawberry, false	<i>Duchesnea indica</i>	
Herbaceous	Sweet cicely	<i>Osmorhiza longistylis</i>	
Herbaceous	Trillium, white	<i>Trillium grandiflorum</i>	Large-flowered Trillium
Herbaceous	Violet spp.	<i>Viola spp.</i>	
Herbaceous	Violet, common blue	<i>Viola sororia</i>	
Herbaceous	Waterleaf, Virginia	<i>Hydrophyllum virginianum</i>	
Herbaceous	Wild geranium	<i>Geranium maculatum</i>	
Herbaceous	Woodrush, common	<i>Luzula multiflora</i>	Heath wood-rush

Herbaceous	Yellow archangel	<i>Lamium galeobdolon</i>	
Non-vascular	Moss spp.		
Shrub	Forsythia, greenstem	<i>Forsythia viridissima</i>	
Shrub	Japanese barberry	<i>Berberis thunbergii</i>	INVASIVE
Shrub	Lilac, common	<i>Syringa vulgaris</i>	INTRODUCED
Shrub	Privet spp.	<i>Ligustrum spp.</i>	INVASIVE
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>	INVASIVE
Shrub	Spicebush	<i>Lindera benzoin</i>	
Shrub	Viburnum, Japanese snowball	<i>Viburnum plicatum</i>	
Shrub	Viburnum, mapleleaf	<i>Viburnum acerifolium</i>	
Tree	Ash, white	<i>Fraxinus americana</i>	
Tree	Basswood, American	<i>Tilia americana</i>	
Tree	Beech, American	<i>Fagus grandifolia</i>	
Tree	Birch, yellow	<i>Betula alleghaniensis</i>	
Tree	Cherry, black	<i>Prunus serotina</i>	
Tree	Cottonwood, eastern	<i>Populus deltoides</i>	
Tree	Crabapple	<i>Malus spp.</i>	
Tree	Elm, American	<i>Ulmus americana</i>	
Tree	Hawthorn spp.	<i>Crataegus spp.</i>	
Tree	Hickory, bitternut	<i>Carya cordiformis</i>	
Tree	Hickory, shagbark	<i>Carya ovata</i>	
Tree	Hornbeam, American	<i>Carpinus caroliniana</i>	Musclewood
Tree	Locust, black	<i>Robinia pseudoacacia</i>	
Tree	Maple, red	<i>Acer rubrum</i>	
Tree	Maple, sugar	<i>Acer saccharum</i>	
Tree	Mulberry, white	<i>Morus alba</i>	
Tree	Oak, red	<i>Quercus rubra</i>	
Tree	Oak, white	<i>Quercus alba</i>	
Tree	Pine, white	<i>Pinus strobus</i>	
Tree	Sassafras	<i>Sassafras albidum</i>	
Tree	Spruce, Norway	<i>Picea abies</i>	
Tree	Tuliptree	<i>Liriodendron tulipifera</i>	Yellow poplar
Tree	Tupelo, black	<i>Nyssa sylvatica</i>	Sourgum, Black gum
Tree	Witch-hazel, American	<i>Hamamelis virginiana</i>	
Vine/briar	Bittersweet, Oriental	<i>Celastrus orbiculatus</i>	
Vine/briar	Grape, river bank	<i>Vitis riparia</i>	
Vine/briar	Greenbrier, bristly	<i>Smilax hispida</i>	

Vine/briar	Hog peanut	<i>Amphicarpaea bracteata</i>	
Vine/briar	Wintercreeper	<i>Euonymus fortunei</i>	Fortune's spindle

**Fungi Inventory**

Type	Common Name	Scientific Name	Notes
Slime Mold	Slime, chocolate tube	<i>Stemonitis axifera</i>	

**Animal Inventory**

Type	Common Name	Scientific Name	Notes
Bird	Blue Jay	<i>Cyanocitta cristata</i>	
Bird	Turkey Vulture	<i>Cathartes aura</i>	
Bird	Vireo, Red-eyed	<i>Vireo olivaceus</i>	Call
Insect	Damselfly spp.		
Insect	Lightning bug	<i>Lampyridae</i>	Firefly
Mammal	Deer, white-tailed	<i>Odocoileus virginianus</i>	Scat and tracks

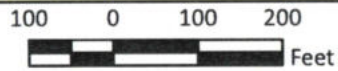
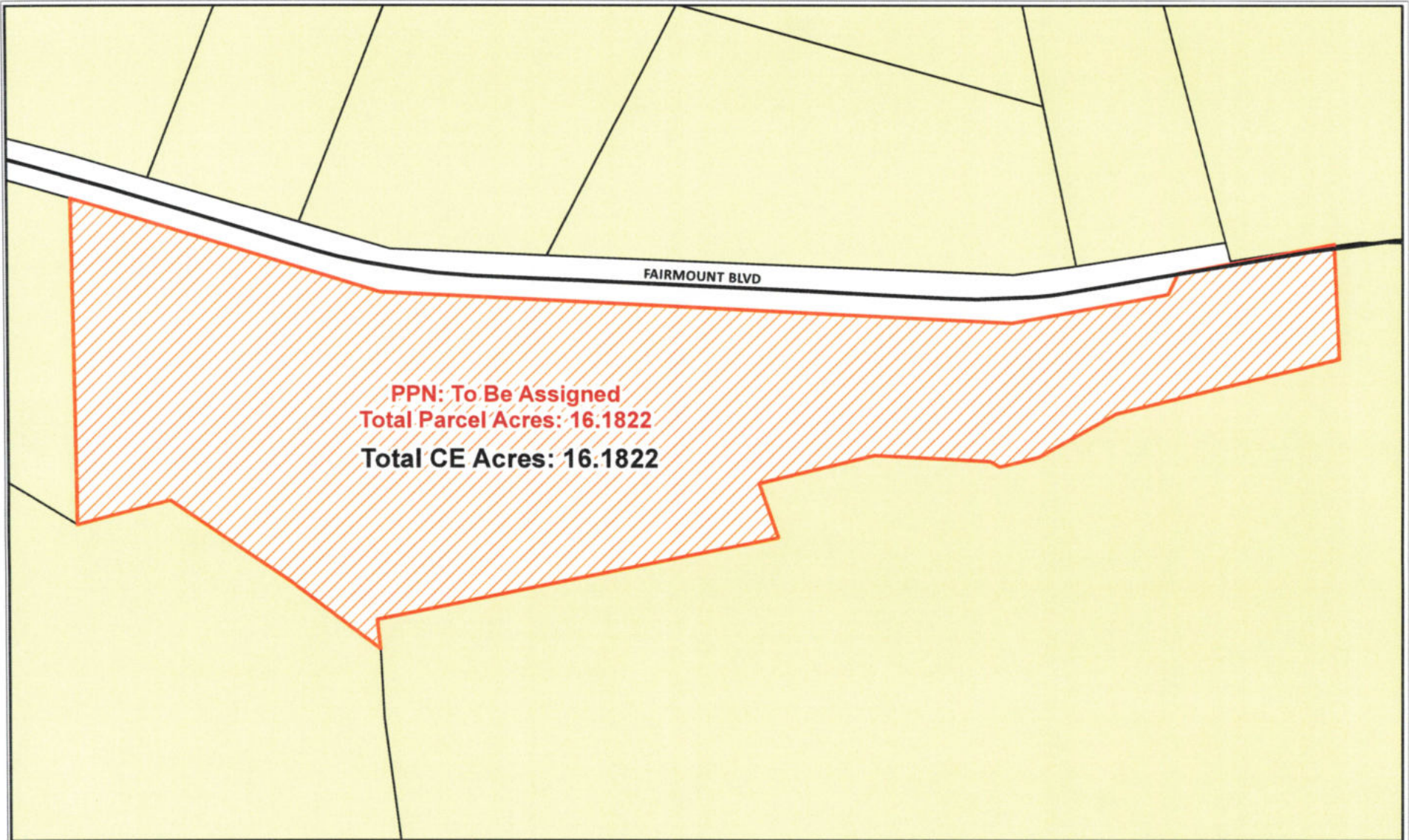
## APPENDIX C: MAPS

### MAP LIST

Property Identification  
Watershed Location  
Location  
Aerial View I  
Aerial View II  
Soils  
Topography  
Land Cover  
Existing Conditions  
Limited Management Area  
Photo Points

**Disclaimer:** The maps included in this appendix are not legal surveys and should not be construed as such. The maps assist the Land Conservancy in its efforts to depict the boundaries of the CE, the regional property location, neighboring property boundaries, potential encroachments, areas of reserved and/or excluded rights, habitats, and other important existing conditions and property features related to the terms of the CE. Property boundaries, while approximate, were established using the best available information, which may include: publicly and privately available local, county, state and federal GIS data, legal surveys, tax maps, field mapping using GPS, and other sources.

The legal boundary of the CE is derived from the legal description that is an exhibit to the CE document. The Land Conservancy attempts to make all maps match the legal description as closely as possible.



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Map Created 8/24/2022 sw

**Property Identification: Shiverick - Fairmount West CE Property - BDR**



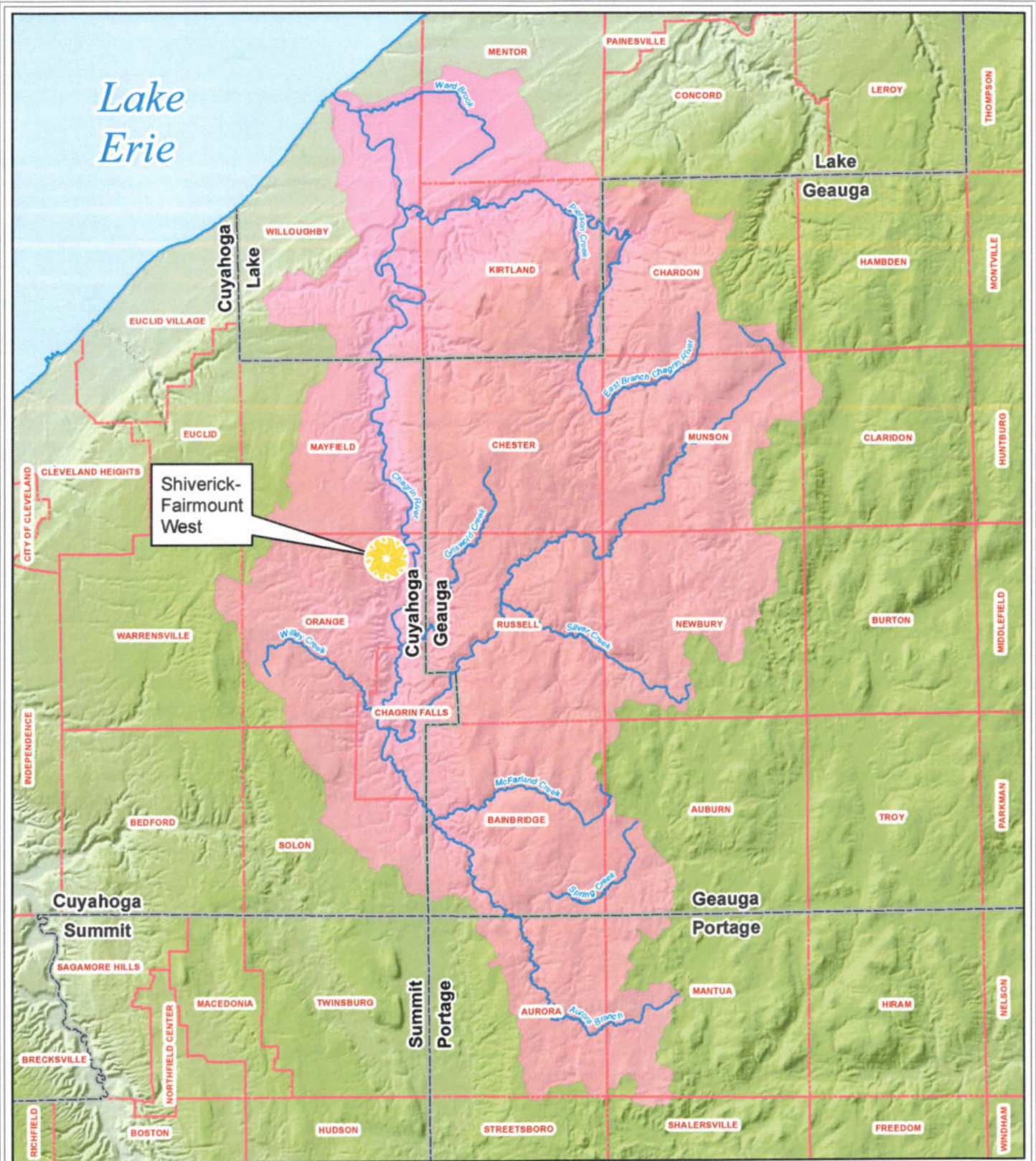
Shiverick Fairmount West CE Property: 16.1822 acres



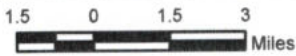
County & Township Roads



Cuyahoga Co. Parcels



Shiverick-Fairmount West

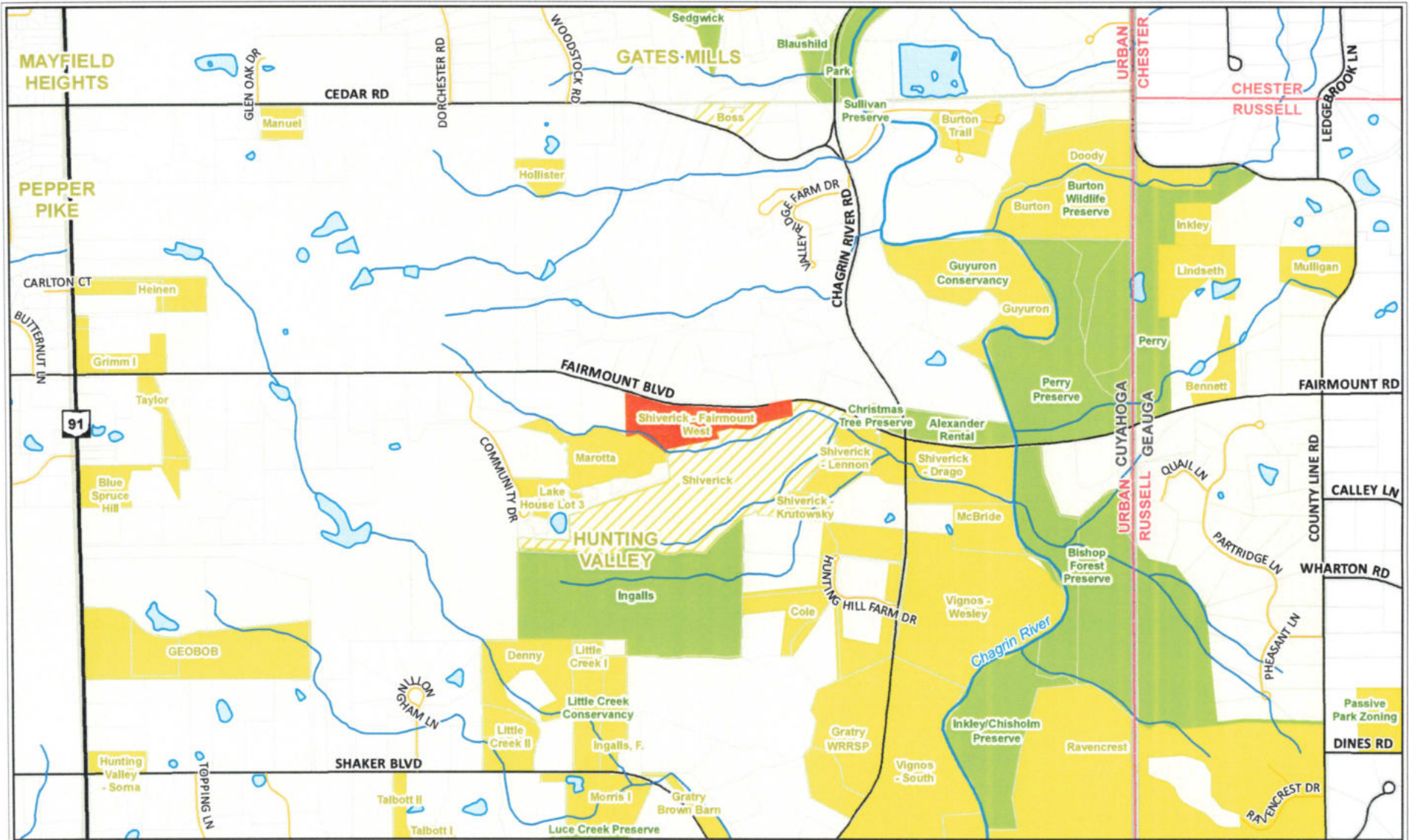


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Map Created  
04/14/2015 sw

**Watershed: Shiverick-Fairmount West CE Property - BDR**

- County Boundaries
- Chagrin River Watershed
- NHD - Named Streams/Rivers
- Township Boundaries
- Lake Erie



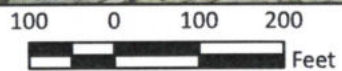
**Location: Shiverick - Fairmount West CE Property - BDR**

- Shiverick Fairmount West CE Boundary: 16.1822 acres
- Township Boundaries
- County Boundaries
- Municipal Boundaries
- Parcels
- The Land Conservancy Protected Properties
- Pending WRLC Properties
- Parks and Managed Areas
- State Highways
- County & Township Roads
- Municipal Roads
- NHD - Lake/Pond/Reservoir
- NHD - Streams/Rivers



Map Created 8/24/2022 sw





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2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw

### Aerial View I: Shiverick - Fairmount West CE Property - BDR



Shiverick Fairmount West CE Boundary: 16.1822 acres



County & Township Roads

Cuyahoga Co. Parcels



### Aerial View II: Shiverick - Fairmount West CE Property - BDR

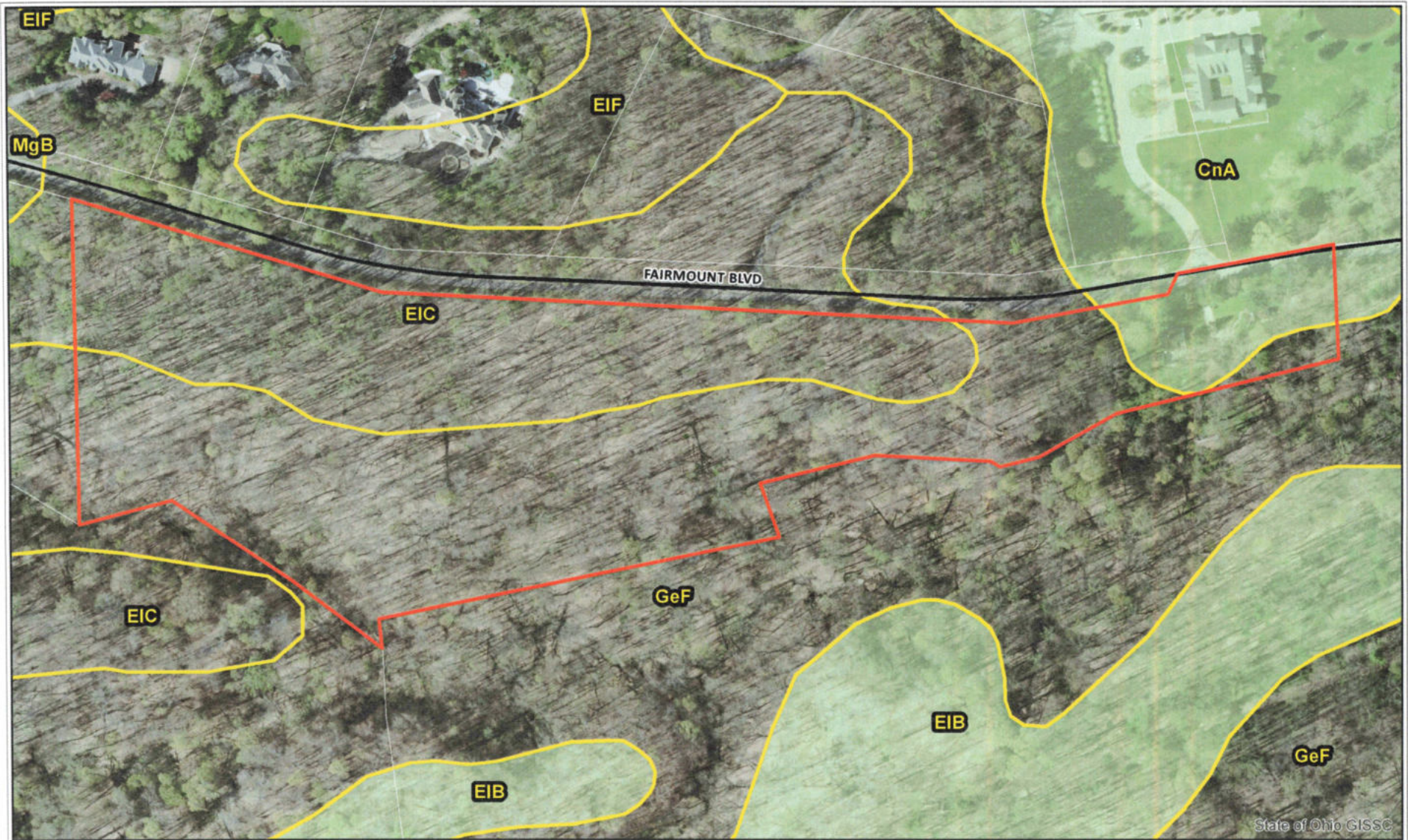
- Shiverick Fairmount West CE Boundary: 16.1822 acres
- The Land Conservancy Protected Properties
- Parks and Managed Areas
- Municipal Roads
- Cuyahoga Co. Parcels
- Pending WRLC Properties
- County & Township Roads

300 0 300 600 Feet

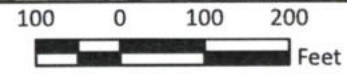


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2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw



State of Ohio GISSC



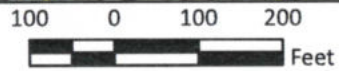
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2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw

### Soils: Shiverick - Fairmount West CE Property - BDR

- Shiverick Fairmount West CE Boundary: 16.1822 acres
- USA Soils Map Units
- All areas are prime farmland
- County & Township Roads
- Cuyahoga Co. Parcels



State of Ohio GISSC



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2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw

### Topography: Shiverick - Fairmount West CE Property - BDR



Shiverick Fairmount West CE Boundary: 16.1822 acres

Cuyahoga Co. Parcels



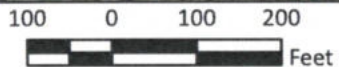
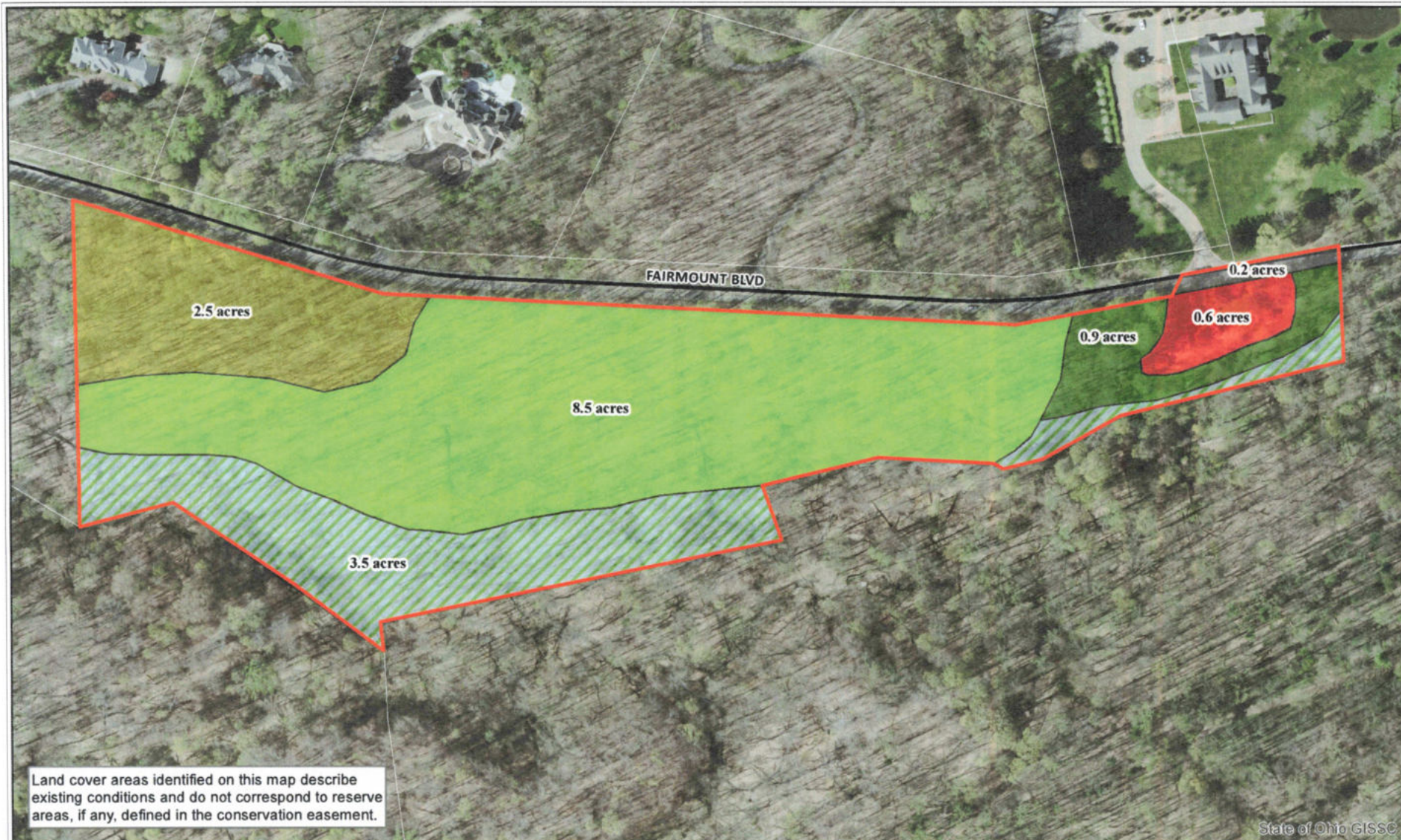
Contours - 10 ft - USGS



County & Township Roads



River/Stream



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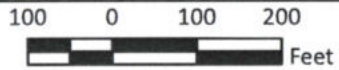
2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw

### Land Cover: Shiverick - Fairmount West CE Property - BDR

- |   |   |  |
|---|---|--|
| Shiverick Fairmount West CE Boundary: 16.1822 acres | Building Area: ~0.6 acres                                 | Mid-Successional Maple-Oak Forest: ~2.5 acres              |
| Cuyahoga Co. Parcels                                | Mid-Successional Mixed Upland Hardwood Forest: ~0.9 acres | Mid-Successional Mixed Hardwood Lowland Forest: ~3.5 acres |
| Road: ~0.2 acres                                    | Mid-Successional Maple-Beech-Oak Forest: ~8.5 acres       | County & Township Roads                                    |



State of Ohio GISSC

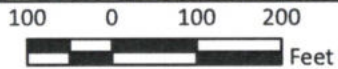


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2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw

### Existing Conditions: Shiverick - Fairmount West CE Property - BDR

- |   |                       |             |                         |
|---|-----------------------|-------------|-------------------------|
| Shiverick Fairmount West CE Boundary: 16.1822 acres | Garage                | Metal Stake | Utility Lines           |
| Cuyahoga Co. Parcels                                | Cistern with Man-hole | Survey Pin  | County & Township Roads |
| House   | Wooden Bench          | Driveway    | River/Stream            |



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2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw

Limited Management Area: Shiverick - Fairmount West CE Property - BDR



Shiverick Fairmount West CE Boundary: 16.1822 acres



Limited Management Area: ~0.6 acres

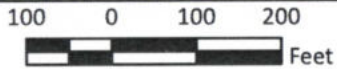
Cuyahoga Co. Parcels



County & Township Roads



State of Ohio GISSC



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2017 Aerial Photo (OSIP)  
Map Created 8/24/2022 sw

### Photo Points: Shiverick - Fairmount West CE Property - BDR



Shiverick Fairmount West CE Boundary: 16.1822 acres



Photo Points 7/24/2022



River/Stream

Cuyahoga Co. Parcels



County & Township Roads



**Conservation Easement – Parcel 881-20-009**

**TRANSFER NOT REQUIRED**

SEP 09 2022

CUYAHOGA COUNTY FISCAL OFFICE

**GRANT OF CONSERVATION EASEMENT  
AND  
COVENANT FOR STEWARDSHIP FEES**

ORT 169762

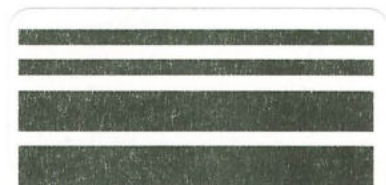
This Grant of Conservation Easement and Covenant for Stewardship Fees (this “Grant” or this “Conservation Easement”) is made by Western Reserve Land Conservancy (“Grantor”), an Ohio nonprofit corporation, to Natural Areas Land Conservancy (“Grantee”), an Ohio nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of one (1) parcel of real property aggregating approximately 72.2606 acres in area, located on Fairmount Boulevard and Chagrin River Road in the Village of Hunting Valley, Cuyahoga County, Ohio (the “Protected Property”), known as permanent parcel number 881-20-009 and legally described in Exhibit A and further described and depicted in a Baseline Documentation Report designated Exhibit B, with the Property Identification map of Exhibit B depicting the Protected Property in crosshatch, both of which exhibits are attached hereto and made a part hereof; and

**WHEREAS**, the Protected Property possesses significant scenic, natural, and open space values (collectively, the “Conservation Values”) of great importance to Grantor, Grantee, to the residents of the Village of Hunting Valley, Cuyahoga County, and to the State of Ohio; and

**WHEREAS**, Grantor applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Department of Natural Resources (“ODNR”), pursuant to the H2Ohio Grant Program pursuant to Am. Sub. H.B. No. 110 of the 134<sup>th</sup> General Assembly (Fund



6H2O 725681) (the “H2Ohio Funds”); and in connection with Grantor’s application for the H2Ohio Funds, Grantor proposed to use the H2Ohio Funds for open space acquisition to protect and enhance riparian corridors, as set forth more specifically in its application; and

**WHEREAS**, as a condition to Grantor’s receipt of the H2Ohio Funds, Grantor has agreed to restrict the use of the Protected Property as set forth in this Conservation Easement, with the intent that such restrictions run with the land; and

**WHEREAS**, protection of the Protected Property is made possible through funding provided by a grant awarded through the Great Lakes Restoration Initiative (“GLRI”), a program established to target the most significant environmental problems in the Great Lakes ecosystem, for the purpose of long-term habitat protection within the Upper Mississippi River & Great Lakes Joint Venture Bird Conservation Region (Grant Agreement No. F22AP01574); and

**WHEREAS**, Grantor and Grantee agree that the Baseline Documentation Report provides an accurate representation of the Protected Property and the Conservation Values as of the effective date of this Grant and that it is intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and

**WHEREAS**, the Protected Property is located within Grantee’s service area and has substantial value as a scenic, natural, and educational resource in its present state as a natural, scenic, and open area, constituting a natural habitat for plants and wildlife; and

**WHEREAS**, the Protected Property is located adjacent to several properties that are permanently protected by Grantee totaling approximately 109 acres, thereby creating a significant opportunity to connect those properties and the Protected Property to establish a corridor of preserved properties in this area of recent high development pressure; and

**WHEREAS**, the Protected Property has outstanding scenic qualities that can be enjoyed by the general public; namely, the open space view from approximately 720 linear feet of road frontage along Fairmount Boulevard in the Village of Hunting Valley, Cuyahoga County, Ohio; and

**WHEREAS**, the Protected Property contains approximately 72 acres of undeveloped natural area in the Griswold Creek-Chagrin River Subwatershed in the northwestern region of the larger Chagrin River Watershed; and

**WHEREAS**, the Protected Property contains approximately 11,096 linear feet of Class A Primary Headwater Habitat coldwater streams; and

**WHEREAS**, the Protected Property contains approximately 3.6 acres of Category 3 wetlands; and

**WHEREAS**, the Protected Property contains approximately 70.9 acres of forested upland habitat with hemlock ravines; and

**WHEREAS**, the Protected Property contains habitat for one species of global significance (lichen), one Federally-Endangered bat species, two (2) State-Endangered bat species, one State-Threatened bird species, eight (8) bat and bird State Species of Concern and six (6) bat and bird State Species of Special Interest; and

**WHEREAS**, the Protected Property contains tree species such as white ash, American basswood, American beech, yellow birch, black cherry, eastern cottonwood, American elm, bitternut hickory, shagbark hickory, American hornbeam, black locust, sugar maple, red maple, white mulberry, red oak, white oak, white pine, sassafras, tuliptree, black tupelo and witch-hazel; and

**WHEREAS**, the Protected Property contains plant species such as spicebush, mapleleaf viburnum, large-leaved aster, white avens, bloodroot, hooked buttercup, citronella horse balm, clearweed, black cohosh, Virginia creeper, broadleaf dock, Christmas fern, cinnamon fern, New York fern, northern maiden hair, cinnamon fern, sensitive fern, silvery glade fern, heartleaf foamflower, bluestem goldenrod, zig-zag goldenrod, hepatica round-lobed, Jack-in-the-pulpit, Virginia knotweed, twoleaf miterwort, enchanter's nightshade, awlfruit sedge, bur-reed sedge Canadian black snakeroot, white snakeroot, sweet cicely, white trillium, wild geranium, Virginia waterleaf and common woodrush;

**WHEREAS**, Grantee is a charitable organization referred to in Section 5301.69 of the Ohio Revised Code ("**ORC**") and Section 501(c)(3) of the Internal Revenue Code of 1986 ("**IRC**"), as amended, and the regulations promulgated thereunder, and is authorized to acquire conservation easements in accordance with the provisions of ORC Section 5301.69(B); and

**WHEREAS**, Grantee is a "qualified organization," as that term is defined in IRC Section 170(h); and

**WHEREAS**, Grantor and Grantee recognize the aforesaid Conservation Values of the Protected Property in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively, the common purpose of (a) conserving and protecting the Protected Property in perpetuity as natural habitat for plants and wildlife, (b) providing long-term benefits to the citizens of the Village of Hunting Valley, Ohio and Cuyahoga County by operating the Protected Property as a Passive Use Park (as hereinafter defined), and (c) preventing the use or development of the Protected Property to preserve, conserve and protect the natural features of Cuyahoga County, Ohio; and

**WHEREAS, “Passive Use Park”** means a park that is operated for Passive Park Uses, as distinguished from active uses; and

**WHEREAS, “Passive Park Uses”** excludes active recreational uses, such as sports fields and courts, golf courses and motor vehicle tracks, but includes uses and management practices which (a) maintain and enhance environmental quality, (b) provide sanctuary for native plants and animals, (c) avoid significant degradation of soils, wildlife, plant habitats and water quality by use of vegetative buffers along streams and wetlands, and (d) limit physical alteration of the Protected Property to creation and maintenance of trails and to the Future Improvements and to those activities not otherwise restricted by subparagraph 4(c); and

**WHEREAS, “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 Property at the time of this Grant, meaning that native plants and wildlife are permitted to exist in a relatively natural state; and

**WHEREAS, Grantor and Grantee intend** that this Conservation Easement shall be a “conservation easement” as defined in ORC Section 5301.67; and

**WHEREAS, Grantee is willing to accept** this Conservation Easement subject to the reservations and to the terms, conditions and obligations set out herein; and

**WHEREAS, consistent with IRC regulations Section 1.170A-14(c) requiring Grantee to have a commitment to protect the Conservation Purposes (as defined below) and the resources to enforce the restrictions contained in this Grant, (a) Grantee’s obligation under this Conservation Easement entails a commitment to defend the ecological, scientific, educational and aesthetic value, the natural, scenic and open condition, and natural values of the Protected Property; (b) significant costs are necessary to carry out this commitment; and (c) accordingly, Grantor and Grantee have reached agreement on the payment by Grantor of a stewardship fee as described in paragraph 18 below.**

**NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual promises, covenants, terms, conditions and restrictions hereinafter set forth, with the intention of making an absolute and unconditional gift, Grantor does hereby grant, give, and convey unto Grantee its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property as a working forest, as scenic, natural, and open areas, and as habitat for plants and wildlife and as a Passive Use Park, and together with the right of visual access to and views of the Protected Property in its scenic, natural and predominately undeveloped wooded**

and open condition. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described in this Grant.

**A. PURPOSES FOR WHICH THIS CONSERVATION EASEMENT IS GRANTED:**

This Conservation Easement is granted for the purposes (the “**Conservation Purposes**”) of (a) protecting in perpetuity the Protected Property’s significant recreational, wildlife, ecological and open space values for public benefit pursuant to clearly delineated governmental conservation policies and for the scenic enjoyment of the general public, and ensuring that, so long as the Protected Property is managed as a working forest, its management will allow for a continuing, renewable and long term source of forest products important to the local, state and national economy, and assuring the sustained, natural capacity of the Protected Property and its soils support healthy and vigorous forest growth that allows, but not requires, commercial forest management that is designed and implemented to (i) assure a continuing, renewable and long-term source of forest products, (ii) maintain a healthy and biologically diverse forest that supports a full range of native flora and fauna, and (iii) limit adverse aesthetic and ecological impacts, particularly in riparian areas, high elevation areas, and public vistas; (b) the protection of a relatively natural habitat of fish, wildlife or plants, or similar ecosystems, (c) the preservation of open space and forest land, together with the right of visual access to and a view of the Protected Property by the general public in its scenic, relatively natural and predominantly undeveloped, wooded and open condition, which will yield a significant public benefit, and (d) the use of the Protected Property as a Passive Use Park in order to preserve and foster outdoor recreation and education.

**B. TERMS, CONDITIONS, AND RESTRICTIONS OF THIS CONSERVATION EASEMENT:**

**1. General Reserved Rights**

- (a) Ordinary Rights and Privileges of Ownership. Grantor reserves all ordinary rights and privileges of ownership, including the right to sell and lease the Protected Property, as well as the right to continue the use of the Protected Property for all purposes consistent with the Conservation Purposes not destructive of Conservation Values, and not expressly prohibited or conditioned hereunder; provided that nothing contained in this Conservation Easement shall relieve Grantor of any obligation with respect to the Protected Property or restrictions on the use of the Protected Property imposed by law. Grantor reserves the right to engage in all acts or uses on the Protected Property that

are not prohibited by governmental statute or regulation, are not expressly prohibited or conditioned herein, and are not inconsistent with the Conservation Purposes.

- (b) Use of Fertilizers and Herbicides. Grantor reserves the right to use natural and chemical fertilizers and herbicide controls on the Protected Property; provided such use is in compliance with all applicable federal, state and local statutes and regulations, but only to the extent such use does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes.
- (c) Tree Planting. Grantor reserves the right to plant anywhere on the Protected Property a diversity of native or non-invasive species of trees, shrubs and herbaceous plant materials in a manner that does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes. Provided, also, the Grantor will not introduce into the Protected Property any plant species as defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. The Grantor may reseed disturbed areas with high quality, certified weed-free seed that is commonly used and that is acceptable to the natural resource agencies in the State of Ohio.
- (d) Tree Removal. In addition to the Springing Forestry Management Right granted in subparagraph 2(d), below, Grantor reserves the right to remove (i) from anywhere on the Protected Property dead, significantly diseased or materially damaged trees and trees that pose a danger to human life or neighboring properties, and (ii) trees from areas within which existing trails are being widened or new trails created (as provided in subparagraph 4(c)); provided, however, that any such removal does not impair significant conservation interests as described in the IRC and has no more than a negligible or de minimis impact on biomass and carbon stock.

## 2. Major Reserved Rights.

- (a) Future Improvements. Notwithstanding anything to the contrary contained in this Grant, Grantor and Grantee agree that non-residential structures and associated improvements typically used in parks, such as, but not limited to, pavilions, parking areas, restroom facilities, fencing, landscaping and lawns (collectively, the “**Future Improvements**”), may be constructed and thereafter maintained (including mowing of the lawns), remodeled or expanded anywhere within the two (2) 1-acre areas as identified as the “Future Improvement Areas” on the Future Improvements Area map

of Exhibit B. Additionally, limited driveways and trails may be constructed and thereafter maintained in order to access the Future Improvement Areas.

- (b) Restoration Activities. Grantor reserves the right, notwithstanding any provision to the contrary in this Grant, to engage in restoration and other long-term management activities consistent with and as necessary to further the purposes of this Grant; provided that such restoration and long-term management activities are not detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and are otherwise consistent with the Conservation Purposes and Conservation Values.
- (c) Reservation of Forestry Management.
- (i) *Springing Forest Management Right. Grantor reserves the right to engage in forestry management in the manner described below beginning on the forty-second anniversary of the date upon which this Grant is recorded in the Cuyahoga County Recorder's records (the "**Forestry Management Effective Date**"). In no event shall Grantor, or Grantor's successors and assigns, exercise this Springing Forestry Management Right until after the Forestry Management Effective Date.*
- (ii) Right to Engage in Forest Management. In accordance with this subparagraph 2(e) and consistent with the Conservation Purposes of this Grant, as defined in Paragraph A hereof, and the Conservation Values within the meaning of IRC Regulation Section 1.170(A)(14)(e), Grantor reserves the right to manage trees for commercial and non-commercial purposes, including but not limited to lumber production, firewood production, and general habitat management, using prudent silviculture techniques and equipment.
- (iii) Forest Management Plan. Forested areas on the Protected Property shall be managed by Grantor to maintain and enhance healthy forests consistent with the Conservation Purposes and Conservation Values of this Grant and pursuant to prudent silviculture techniques set forth in a Forest Management Plan (the "**Management Plan**") prepared for Grantor by a Professional Forester. For the purposes hereof, "Professional Forester" is defined as an Ohio Department of Natural Resources (ODNR) Division of Forestry Service Forester, a Certified Forester (certified through the Society of American Foresters), a member in good standing of the Association of Consulting Foresters, or other professional



agreed to in advance by Grantee. The Management Plan shall be updated at least once every ten years and is intended to be a long-term guidance document that establishes the goals and overall direction for the management of the forested areas of the Protected Property over many years taking into consideration both the landowner's goals for the forest and the purposes of this Grant. The Management Plan shall be in the form and generally contain the substance of the ODNR Division of Forestry *Woodland Stewardship Management Plan* template document available through the ODNR and in use at the time the Management Plan is created or a substantially similar form subject to Grantee's prior approval. The Management Plan shall describe in detail how the management of forest stands on the Protected Property meets the Conservation Purposes of this Grant including but not limited to how tree thinning activities will be designed and implemented to (A) assure a continuing, renewable and long-term source of forest products, (B) maintain a healthy and biologically diverse forest that supports a full range of native flora and fauna, and (C) limits adverse aesthetic and ecological impacts, particularly in riparian areas, high elevation areas, and public vistas. Additionally, the Management Plan shall describe objective goals, such as maintaining specific industry standards for stocking levels or basal area in a forest stand, for any ongoing tree thinning management activities, such as crop tree release for sugarbush management, cutting or girdling for habitat management, and cutting for firewood production for use on the Protected Property. The Management Plan shall be delivered to Grantee no less than 60 days prior to the commencement of any commercial or non-commercial tree thinning management activities on the Protected Property, after which the Grantee shall have 45 days to approve, approve with modifications or disapprove the Management Plan. Any subsequent updates or significant modifications to management activities approved in the Management Plan shall be submitted to the Grantee in the form of an updated Management Plan for review and are subject to approval, approval with modification, or disapproval by the Grantee.

- (iv) Tree Thinning Plan. At least 60 days prior to any commercial tree thinning, and prior to obtaining bids for the tree thinning, Grantor shall provide Grantee with the current Management Plan and a written Tree Thinning Plan ("Tree

**Thinning Plan**”) prepared by a Professional Forester or other professional agreed to in advance by Grantee. The Tree Thinning Plan is a detailed plan that provides the guidance and specifics associated with an imminent tree thinning that is consistent with and supported by the Management Plan. Unless otherwise agreed to by Grantee, the Tree Thinning Plan must include, at a minimum, the signatures of the Grantor and the Professional Forester that prepared the Tree Thinning Plan. Grantee shall have 45 days to approve, approve with modifications or disapprove the Tree Thinning Plan. The Tree Thinning Plan shall describe how the intended activities meet the goals of the Management Plan. The Tree Thinning Plan shall specifically include, at a minimum, the following information: (A) an inventory of trees selected for removal including species, size, and number; (B) an ingress and egress plan, including an appropriately scaled and accurate map, designed such that trails necessary for the tree thinning shall be no greater in number, length and width than is required to effectively and safely thin the forest; (C) a plan to minimize impacts to the stream corridors, wetlands, steep slopes, and other sensitive areas; (D) forest stand descriptions including but not limited to stand quality and stocking levels before and after thinning, soils, topography, insect and disease occurrence, and previous management history; (E) plant and wildlife considerations; (F) aesthetic and recreational considerations including impacts on scenic views from public roads, trails and other places; and (G) specific objectives for restoration, including but not limited to, grading and seeding of disturbed areas for long-term soil, water and habitat conservation purposes and removal of temporary structures or other waste materials; and (H) a summary of activities and practices intended to comply with all industry best management practices (BMPs) as of the time of the thinning, including guidelines found in the publication by The Ohio State University Extension Service entitled *BMPs for Erosion Control for Logging Practices in Ohio* (Bulletin 916), as may be amended or replaced from time to time. In addition to the Tree Thinning Plan, Grantor shall submit to Grantee prior to the thinning activities the ODNR Division of Soil & Water Conservation’s *Timber Harvest Notice of Intent (NOI) and Timber Harvest Plan* document, as may be amended or replaced from time to time. Thinning activities and techniques

such as “high grading” (taking the highest value/quality trees and leaving the lowest value/quality trees), “diameter limit cutting” (taking all trees over a certain diameter without regard for other silvicultural considerations like stocking levels, species composition, and wildlife habitat), “overcutting” (reducing stocking levels below widely recognized standards for the forestry industry for growing high quality commercial timber on a sustainable yield basis) and “clear cutting” (cutting all trees) are expressly prohibited hereunder unless consistent with the Conservation Purposes and Conservation Values of this Grant, strongly recommended by the Professional Forester preparing the Tree Thinning Plan, and approved in advance by Grantee, at Grantee’s sole discretion.

- (v) Grantee’s Considerations. Grantee may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists, or other experts as Grantee may select when considering approving, approving with modifications or disapproving the Management Plan or the Tree Thinning Plan.

3. **Notice of Exercise of Reserved Rights.** As required by IRC regulations Section 1.170A-14(g)(5)(ii), Grantor agrees to notify Grantee, in writing, before exercising any Major Reserved Right reserved by Grantor in paragraph 2 of this Grant, which shall be subject to Grantee’s approval or withholding of approval pursuant to paragraph 7, below.

4. **Use Restrictions.**

(a) **Structures; Signs.**

- (i) **Structures.** Except for the Future Improvements, and except as may otherwise be provided in this Grant, no residential, commercial, governmental or industrial structures, including, but not limited to, buildings, outbuildings, communication towers, asphalt, concrete or other impermeable surfaces, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.

- (ii) **Signs.** Except as may otherwise be provided in this Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs which are reasonably consistent with the use and operation of the Protected Property as a passive use park and whose placement, number and design do not significantly diminish the scenic character of the Protected

Property, including signs that (A) state the name and address of the Protected Property; (B) state the fact that the Protected Property is protected by this Conservation Easement; (C) facilitate directions; (D) promote educational activities; (E) post the Protected Property to control unauthorized entry or use; and (F) identify sources of funding as required by such sources. Nothing contained herein shall prohibit short-term, temporary signs, advocating or opposing political causes or candidates, provided that such signs are installed within a reasonable time period prior to political elections and removed immediately after same.

- (b) Waste Disposal. Except for leaves, mulch, wood chips and other similar materials typically used in the creation of compost (collectively, the “**Compost Materials**”) generated on the Protected Property or for Compost Materials brought onto and used exclusively on the Protected Property for landscaping purposes in a manner compatible with the Conservation Purposes, there shall be no (i) dumping of Compost Materials or of soil, trash, garbage, waste, or other unsightly or offensive material; (ii) placement of underground storage tanks; or (iii) application, storage, or placement of raw, untreated municipal, commercial or industrial sewage sludge or liquid generated from such sources on the Protected Property.
- (c) Filling or Excavation. Except as may otherwise be provided in this Grant, there shall be no fillings, excavations, construction of roads or other changes in the general topography of the Protected Property in any manner except the maintenance of existing and permitted low-impact, pervious trails or access roads (including placement of culverts and bridges associated with such trails or roads) and that caused by the forces of nature; provided, however, that existing trails may be widened and new trails may be created so long as they do not exceed eight feet in width, they are not covered with impervious materials and any tree removal involved in such widening or creation is restricted exclusively to the trail corridors. All trails and roads will be limited in scope and all trails and roads will be installed and maintained using best management practices to prevent soil erosion and other impacts on the Protected Property. Any activities permitted by this subparagraph 4(c) shall not be detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and shall be otherwise consistent with the Conservation Purposes and the Conservation Values.

- (d) Mining. Pursuant to IRC Section 170(h)(5)(B), there shall be no surface mining permitted on the Protected Property.
- (e) Oil and Gas Exploration. Except as otherwise may be permitted in this Grant, there shall be no drilling for oil, gas or similar substances from the Protected Property.
- (f) Removal of Vegetation/Habitat Disturbance. Except as otherwise permitted in this Grant, Grantor shall not cut down, remove or destroy trees or other vegetation.
- (g) Power Lines or Communications Towers. Except for utility lines necessary for structures, uses and activities permitted on the Protected Property and as may be permitted by utility easements of record at the time of this Grant, there shall be no power transmission lines or communications towers erected on the Protected Property and no interests in the Protected Property shall be granted for such purpose.
- (h) Manipulation of Water Courses. There shall be no manipulation or alteration of natural water courses, marshes, or other water bodies or activities or uses detrimental to water quality; provided that existing lakes, dams and ponds, if any, on the Protected Property and the existing water reservoir identified on Exhibit B may be removed, maintained, repaired, replaced and expanded. The Protected Property includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, the “**Water Rights**”). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the consent of Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the consent of Grantee.
- (i) Limitation on Motor Vehicles. No motorized vehicles shall be operated on the Protected Property except in the confines of the driveways and parking areas included in the Future Improvements and for pickup trucks, tractors, and non-recreational all-terrain vehicles that are used in connection with maintenance, monitoring and management activities. Any permitted use of motorized vehicles on the Protected Property shall be in such a manner so as not to cause rutting or other damage to the surface of the Protected Property that could create a potential for erosion or contribute to other adverse impacts to the Conservation Values.

- (j) Density Yield; Transfer of Development Rights. The acreage constituting the Protected Property shall not be taken into consideration and may not be used when calculating the lot area, building density, lot coverage, open space, or natural resource use for any future development of any property. Grantor may not transfer (whether or not for compensation) any development rights encumbered or extinguished by this Grant.
  - (k) Subdivision. Except as may be otherwise provided in this Grant, (i) the parcel presently constituting the Protected Property shall not be divided, subdivided or transferred separately from the other; and (ii) any transfer must include the entirety of the Protected Property must include all parcels.
  - (l) Commercial Recreational Use. Except for those uses considered “*de minimis*” according to the provisions of IRC Section 2031(c)(8)(B), there shall be no commercial recreational use of the Protected Property.
5. **Real Property Interest**. This Conservation Easement constitutes a real property interest immediately vested in Grantee binding upon Grantor and Grantee, their respective agents, personnel, representatives, heirs, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.
6. **Right to Enter and Inspect**. Grantee, or its duly authorized representatives, may enter the Protected Property at all reasonable times, after not less than 24 hours written or telephone notice, for the purposes of nutrient related monitoring and inspecting the Protected Property in order to further the objectives of and determine compliance with the terms of this Conservation Easement; provided that no such notice need be given prior to Grantee entering the Protected Property under emergency circumstances. For the purpose of this provision, “emergency circumstances” shall mean that Grantee has a good-faith basis to believe that a violation of this Conservation Easement is occurring or is imminent.
7. **Grantee’s Approval and Withholding of Approval**. When Grantee’s approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor’s written request therefor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of Approval, and the conditions, if any, on which approval might otherwise be given.
- (a) Approval by Grantee of Certain Uses or Activities. Grantor’s exercise of the Major Reserved Rights under paragraph 2 of this Conservation Easement shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall

include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's evaluation of the request shall generally take into account the criteria included at subparagraph 7(b), below, as they relate to the activity itself as well as to the site for the proposed activity, and Grantee's approval shall not be unreasonably withheld.

- (b) Approval by Grantee of Sites. The exercise of the right to construct structures, improvements or other surface disturbing activity shall be subject to the prior approval by Grantee of the site for such proposed activity. Grantor shall request such approval in writing and shall include therewith information identifying the proposed site with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:
- (i) the extent to which use of the site for the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads;
  - (ii) the extent to which use of the site for the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;
  - (iii) the extent to which use of the site for the proposed activity would impair water quality;
  - (iv) in the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted;
  - (v) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values.
- Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement on suitable sites in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 7. Notwithstanding the foregoing, Grantee's approval of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with or impair the Conservation Values of the Protected Property.
- (c) Notice to Grantee. Following the receipt of Grantee's approval when required under subparagraph 7(a) or subparagraph 7(b), and not less than thirty (30) days prior to the commencement of any use or activity approved under subparagraph 7(a) or 7(b),

Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. When such information was not provided to Grantee under the requirements of subparagraph 7(b), the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days after receiving Grantor's written notice. Nothing in this paragraph shall diminish or limit Grantor's obligations under paragraph 17, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Protected Property.

- (d) **Breach.** Failure to secure such approval or give such notice as may be required by this paragraph 7 shall be a material breach of this Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle Grantee to such rights or remedies as may be available under this Conservation Easement.

8. **Grantee's Remedies.** In the event of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, 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 way of temporary or permanent injunction, to recover from Grantor any damages to which it may be entitled for violation of the terms of this Conservation Easement or damage to any of the Conservation Values arising from such violation, including damages for diminished environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such damage, 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 Property. If Grantee, in its reasonable



discretion, determines that circumstances require its immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph upon giving notice to Grantor of such circumstances but without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violation of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both temporary and permanent, 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 of otherwise available legal remedies. Grantee's remedies described in this paragraph apply to violations caused directly by Grantor or by third persons, whether or not claiming by, through or under Grantor, and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions and purposes of this Conservation Easement by prior failure to act. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the violation of the terms of this Conservation Easement shall be borne by Grantor.

9. **Upkeep and Maintenance.** Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.
10. **Liability and Indemnification; Insurance.** Grantor and Grantee acknowledge and agree that Grantor retains the fee simple ownership of the Protected Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Conservation Easement. Grantor therefore agrees that general liability for risks, damages, injuries, claims or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property ownership. Accordingly, Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property and not caused by Grantee or its agents, contractors or invitees. Grantor shall keep the Protected Property insured

with comprehensive general liability insurance in reasonable amounts (which insurance shall cover the contractual indemnity obligations of Grantor to Grantee hereunder) against claims for personal injury, death and property damage, cause Grantee to be named as an additional insured on such insurance policies, and provide evidence of such insurance to Grantee as of the effective date of this Conservation Easement and periodically thereafter as such insurance coverage is renewed or replaced. Such evidence shall be in the form of a certificate of insurance which (a) indicates that Grantee is an additional insured; and (b) requires written notice from the insurer to Grantee not less than 30 days before making a material change in or canceling such coverage.

11. **Taxes.** Grantor shall pay all taxes validly assessed and levied against the Protected Property, including any such taxes validly levied and assessed against this Conservation Easement by competent authorities, it being understood that no taxes are presently levied against conservation easements generally in the State of Ohio, or, to the knowledge of Grantor or Grantee, are such taxes contemplated by any taxing authority with jurisdiction over the Protected Property. At its option, Grantee may, but shall not be obligated to, discharge any tax lien (or other encumbrance) at any time levied or placed on the Protected Property, should Grantor fail to do so. Before doing so, Grantee shall give Grantor notice of its intention to discharge any such tax lien or other encumbrance and Grantee shall not proceed unless Grantor has failed to discharge such tax lien or other encumbrance within 30 days after the giving of such notice. Grantor shall reimburse Grantee on demand for any payment so made.
12. **Incorporation in Subsequent Instruments.** In order to assure that the transferee of title to or a possessory interest in the Protected Property is aware of the existence of this Grant, Grantor agrees that a reference to this Conservation Easement shall be incorporated in any subsequent deed, or other legal instrument, by which Grantor divests either the fee simple title to, or a possessory interest in, the Protected Property.
13. **Amendment; Discretionary Approval.**
  - (a) **Background.** Grantee and Grantor recognize that future circumstances that are unforeseen at the time of this Grant may arise which make it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Values of the Protected Property and to guaranty the perpetual nature of this Conservation Easement. Any such action, if determined to be beneficial or necessary, shall be in the form of either (i) an amendment, in the case of a permanent modification of the terms of this Conservation Easement, including but not by way of limitation, a

clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, in the case of a temporary activity or impact relating to the maintenance or management of the Protected Property which does not require a permanent modification of the Conservation Easement terms. All amendments and discretionary approvals shall be subject to this paragraph 13. Nothing in this paragraph, however, shall require Grantor or Grantee to consult or negotiate regarding, or to agree to any amendment or discretionary approval.

- (b) Amendment. This Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this Conservation Easement unless (i) Grantor submits a written request for amendment pursuant to Grantee's existing amendment policy and such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments; and (ii) the effect of such amendment is neutral with respect to or enhances the Conservation Purposes. Any such amendment shall be consistent with the purposes of this Grant and shall comply with IRC Sections 170(h) and 2031(c) and shall also be consistent with ORC Sections 5301.67 through 5301.70 and any regulations promulgated pursuant to such sections. Any such amendment shall be recorded in the Official Records of Cuyahoga County, Ohio. Grantor and Grantee may amend this Conservation Easement to be more restrictive to comply with the provisions of IRC Section 2031(c). Grantee shall require subordination of any mortgage as a condition of permitting any amendment to this Conservation Easement.
- (c) Discretionary Approval. Grantee's consent for activities otherwise prohibited under this Conservation Easement may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, the performance of an activity prohibited under this Conservation Easement is deemed beneficial or necessary by Grantor, Grantor may request, and Grantee may in its sole discretion grant, permission for such activity without resorting to the formalities of Grantee's amendment policy and process, subject to the following limitations. Such request for Grantee's consent shall (i) be made, and Grantee shall consider and respond to such request in accordance with the provisions of paragraph 7, entitled "Grantee's Approval or Withholding of Approval"; and (ii) describe the proposed activity in sufficient detail to allow Grantee to evaluate the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may grant its consent only if it determines that

(x) the performance of such activity is, in fact, beneficial or necessary; and (xi) such activity (A) does not violate the purpose of this Conservation Easement, and (B) results in an outcome that is neutral with respect to or enhances the Conservation Purposes of this Conservation Easement.

(d) General. Notwithstanding the foregoing, Grantee and Grantor shall have no power or right to agree to any activity that would (i) result in the extinguishment of this Conservation Easement; (ii) adversely affect the perpetual nature of this Conservation Easement; (iii) adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including IRC Sections 170(h) and 501(c)(3) and the laws of the State of Ohio; or (iv) result in either private benefit or inurement to any party. For purposes of this paragraph, the terms private benefit and inurement shall have the same meanings ascribed to them in IRC Section 501(c)(3) and associated Treasury Regulations.

14. Assignment. Grantee may transfer or assign all or less than all of Grantee's rights and obligations under this Conservation Easement if, in Grantee's opinion, the purposes of this Conservation Easement are better served by this Conservation Easement being held in the name of another organization or in the name of more than one organization which is a qualified organization at the time of transfer under IRC Section 170(h)(3) and the laws of the State of Ohio (especially ORC Section 5301.69), and is acceptable to Grantee. The selection of the transferee shall be made by the Board of Trustees of Grantee or if Grantee has ceased to exist, the statutory or court appointed successors of the last Board of Trustees of Grantee. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this Conservation Easement is intended to advance continue to be carried out.

15. Extinguishment.

(a) Limitation. If future circumstances render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale in accordance with their respective percentage interests in

the fair market value of the Protected Property, as such percentage interests are determined under the provisions of subparagraph 15(b), adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Conservation Easement.

- (b) Percentage Interests. For purposes of this paragraph 15, Grantor and Grantee stipulate that, as of the effective date of this Grant, this Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Such percentage interests shall be determined by the ratio of (i) the value of this Conservation Easement on the effective date of this Grant to (ii) the value of the Protected Property, without deduction for the value of this Conservation Easement, on the effective date of this Grant. The values on the effective date of this Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Grant, pursuant to IRC Section 170(h). Such values, if available on the date hereof, are set forth in an appraisal prepared for Grantor, a copy of which Grantor shall deliver to Grantee and to be retained thereafter in Grantee's files, and Grantor and Grantee shall thereafter amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. In the event such percentage interests, for whatever reason, cannot be determined as described above, the percentage interests of Grantor and Grantee in the fair market value of the Protected Property shall be deemed to be fifty percent (50%) each. For purposes of this paragraph, the ratio of the value of this Conservation Easement to the value of the Protected Property unencumbered by this Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

16. Eminent Domain. It is the intent of this Grant to convey to Grantee, its successors and assigns, such an interest in the Protected Property as is sufficient to discourage the exercise of the power of eminent domain by public utility and any other body or person. If all or any part of the Protected Property is taken, whether such taking involves the fee simple interest or a lesser interest, under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value

of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of subparagraph 15(a) (with respect to the allocation of proceeds). Such allocation shall be absolute and shall not take into account or be modified based on the relative impact of the taking on the respective interests of the parties. The respective rights of Grantor and Grantee set forth in this paragraph 16 shall be in addition to, and not in limitation of, any rights they may have at common law.

17. **Notice of Proposed Transfer**. Grantor shall give Grantee notice of the proposed transfer of any interest in the Protected Property at least 20 days prior to such transfer.
18. **Stewardship Fee**. Grantor hereby covenants, promises, and agrees to pay, or to cause the closing agent in connection with the future transfer for value of all or less than all of the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee (the “Fee”) in an amount equal to ten percent (10%) of the full consideration paid, including that portion of such consideration attributable to improvements. In the event the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the Fee; provided that any lien securing payment of the Fee shall be subordinate to the lien of any first mortgage on the Protected Property. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Ohio.
19. **Separability**. Each provision of this Conservation Easement and the application thereof to the Protected Property are hereby declared to be independent of and severable from the remainder of this Conservation Easement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Conservation Easement.
20. **Notices**. Notices or other communications hereunder shall be in writing and shall be sent certified or by 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 parties. The notice addresses of the parties are as follows:

To Grantor: Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, OH 44022  
Attention: President or General Counsel

To Grantee: Natural Areas Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, OH 44022  
Attention: President or General Counsel

21. **Applicable Law.** This Conservation Easement shall be governed by, and construed in accordance with, the laws of the State of Ohio.
22. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any violation of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.
23. **Rules of Convenience.** For convenience, masculine pronouns used in this document include the feminine and neuter pronouns, and the singular tense includes the plural tense. Additionally, all references to either Grantor or Grantee include their respective personal representatives, heirs, successors, devisees and assigns unless otherwise noted. The captions in this Conservation Easement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms thereof.
24. **Counterparts.** This Conservation Easement may be executed in multiple counterparts by Grantor and Grantee, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Conservation Easement to which the signatures of both Grantor and Grantee have been appended shall constitute an original hereof for all purposes, all such copies constituting one and the same original, and one of which shall constitute proof of the terms of this Conservation Easement without the necessity of producing any other original copy.
25. **Time of Essence.** Time is strictly of the essence in this Conservation Easement.
26. **Construction.** The parties acknowledge that each party has reviewed and revised this Conservation Easement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Conservation Easement and any amendment or exhibit hereto.

27. **Entire Agreement; Recitals and Exhibits.** This Grant sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein. Any and all recitals in this Conservation Easement are agreed by the parties to be accurate, are incorporated into this Conservation Easement by this reference, and shall constitute integral terms and conditions of this Grant. Any and all exhibits and addenda attached to and referred to in this Conservation Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.
28. **Effective Date; Mortgage Subordination; Mechanics Liens.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the Official Records of Cuyahoga County, Ohio, after all required signatures have been affixed hereto. Grantor (a) shall cause any mortgage encumbering the Protected Property to be subordinated to this Grant effective as of the date this Grant is so recorded; and (b) hereby represents to Grantee that no material or labor has been furnished to or performed on the Protected Property within the last 90 days that has not been paid for in full. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Conservation Easement.
29. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (b) should all or a portion of the fee interest subject to this Conservation Easement and the Conservation Easement, itself, come to be owned by the same owner, such owner as promptly as practicable shall assign this Conservation Easement of record to another holder in conformity with the requirements of paragraphs 14 and 17 (entitled "Assignment" and "Notice of Proposed Transfer", respectively). The instrument of assignment shall refer to the provisions of this paragraph, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.
30. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in this Conservation Easement or in the Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.
31. **Representations as to Authority.** Grantor hereby represents and warrants to Grantee that Grantor has the power to make this Grant and to carry out its obligations hereunder.



**TO HAVE AND TO HOLD**, unto and to the use of Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding not only upon Grantor and Grantee, but also their respective agents, personal representatives, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

**[NO FURTHER TEXT; SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, Grantor has executed this instrument this 10<sup>th</sup> day of September, 2022.

**GRANTOR:**

**WESTERN RESERVE LAND CONSERVANCY**

By: Susan Bailey  
Susan Bailey  
Its: Assistant Treasurer

STATE OF OHIO                    )  
  )   SS:  
COUNTY OF CUYAHOGA        )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 10<sup>th</sup> day of September, 2022 by Susan Bailey, Assistant Treasurer of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

[Signature]  
Notary Public



**BRITTANY E. MATEJKA**  
Attorney at Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

ACCEPTANCE

The undersigned do hereby consent to and accept the within Conservation Easement and all obligations imposed thereby.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Acceptance this 6<sup>th</sup> day of September, 2022.

GRANTEE:

NATURAL AREAS LAND CONSERVANCY

By: [Signature]
Robert B. Owen
Its: Secretary

STATE OF OHIO )
) SS:
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 6<sup>th</sup> day of September, 2022 by Robert B. Owen, Secretary of Natural Areas Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public

Instrument prepared by:
Robert B. Owen, Esq.
Western Reserve Land Conservancy
3850 Chagrin River Road
Moreland Hills, Ohio 44022



BRITTANY E. MATEJKA
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

EXHIBIT A

PARCEL 1 DESCRIPTION

Situated in the Village of Hunting Valley, County of Cuyahoga, and State of Ohio, formerly known as being part Original Orange Township Lots No. 1, 25, 26, 34 and 35 in Tract 1 as recorded in Instrument 201610210473, bounded and described as follows:

COMMENCING at a mag nail set at the centerline intersection of Chagrin River Road (60' ROW) and Fairmount Boulevard (60' ROW), said mag nail bearing North 09°36'42" East a distance of 18.27 feet from a 1 inch iron pin found in a Monument Box on the original centerline of said Fairmount Boulevard;

Thence along the centerline of Fairmount Boulevard along a curve with an arc length of 498.75 feet, radius of 1909.86 feet, chord bearing of North 67 degrees 32 minutes 46 seconds West and chord distance of 497.33 feet to a monument box in centerline of Fairmount Boulevard;

Thence continuing along the centerline of Fairmount Boulevard along North 60 degrees 3 minutes 59 seconds West a distance of 292.93 feet to a monument box in the centerline of Fairmount Boulevard and also being the PLACE OF BEGINNING of the parcel here in described;

COURSE I. Thence South 36 degrees 41 minutes 32 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 287.76 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE II. Thence South 19 degrees 26 minutes 14 seconds East along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 120.59 feet to 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE III. Thence South 16 degrees 45 minutes 52 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 56.94 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE IV. Thence South 22 degrees 29 minutes 25 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 101.01 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc";

COURSE V. Thence South 39 degrees 13 minutes 35 seconds West along the westerly line of Parcel D-1 as recorded in AFN 202205170679 a distance of 637.95 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc" located on the northerly line of parcel deeded to Hunting Valley Holding, LLC as recorded in AFN 202101160020;

COURSE VI. Thence North 84 degrees 47 minutes 01 seconds West along the northwesterly line of said Hunting Valley Holdings, LLC parcel a distance of 115.41 feet to a 5/8-inch iron rebar with cap stamped "Mannik and Smith Group, Inc" located in the northwest corner of said Hunting Valley Holding, LLC parcel;

COURSE VII. Thence South 30 degrees 18 minutes 57 seconds West along the westerly line of said Hunting Valley Holdings, LLC parcel a distance of 369.93 feet to a 5/8-

inch iron rebar with cap stamped " Mannik and Smith Group, Inc" located on the northerly line of parcel deeded to Owen M. Colligan, Trustee as recorded In AFN 20110708159;

- COURSE VIII. Thence North 84 degrees 47 minutes 00 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 206.66 feet to a 3/4-inch iron pin;
- COURSE IX. Thence North 25 degrees 29 minutes 00 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 56.54 feet to a 3/4-inch rebar;
- COURSE X. Thence South 48 degrees 26 minutes 46 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 61.55 feet to a 3/4-inch rebar;
- COURSE XI. Thence South 75 degrees 51 minutes 04 seconds West along northerly line of said Owen M. Colligan, Trustee parcel a distance of 106.64 feet to a 3/4-inch rebar located at the northeast corner of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust date December 16, 1992 as recorded in DBV 97-00645, Page 46;
- COURSE XII. Thence South 49 degrees 44 minutes 43 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 264.98 feet to a 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XIII. Thence South 54 degrees 09 minutes 16 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 130.10 feet to a 3/4-inch rebar;
- COURSE XIV. Thence South 41 degrees 02 minutes 45 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 259.83 feet to a point with a 3/4-inch rebar located 0.04 feet South and 1.07 feet West;
- COURSE XV. Thence South 85 degrees 25 minutes 22 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 59.00 feet to a point with a 3/4-inch iron pin located 0.72 feet North and 0.63 feet West;
- COURSE XVI. Thence North 76 degree 58 minutes 09 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 122.42 feet to a 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XVII. Thence South 86 degrees 21 minutes 13 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 105.98 feet to point with a 3/4-inch iron pipe located 0.39 feet South and 0.29 feet West;

- COURSE XVIII. Thence South 71 degrees 29 minutes 53 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 102.86 feet to a point with a 3/4-inch rebar located 1.82 feet North and 0.21 feet West;
- COURSE XIX. Thence North 89 degrees 44 minutes 39 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 140.33 feet to point with a 1-inch iron pipe located 0.60 feet North and 0.16 feet East;
- COURSE XX. Thence North 60 degrees 33 minutes 26 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 92.06 feet to a point with a 3/4-inch rebar located 0.48 feet North;
- COURSE XXI. Thence North 25 degrees 57 minutes 53 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 71.97 feet to a 3/4-inch rebar;
- COURSE XXII. Thence North 54 degrees 56 minutes 19 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 161.96 feet to a 3/4-inch rebar;
- COURSE XXIII. Thence South 45 degrees 32 minutes 28 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 101.77 feet to a 3/4-inch rebar;
- COURSE XXIV. Thence South 84 degrees 26 minutes 38 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 116.20 feet to a point with a 3/4-inch rebar located 1.11 feet East and 0.32 feet South;
- COURSE XXV. Thence South 42 degrees 20 minutes 36 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 91.98 feet to a 3/4-inch rebar;
- COURSE XXVI. Thence South 58 degrees 35 minutes 56 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 107.22 feet to a 3/4-inch rebar;
- COURSE XXVII. Thence North 86 degrees 52 minutes 04 seconds West along northerly line of said Richard T. Watson and Louise Ingalls, Successor Co-Trustees under the David S. Ingalls, Jr. Trust parcel a distance of 1,183.38 feet to a 3/4-inch rebar located in the centerline of Community Drive (50' R/W);
- COURSE XXVIII. Thence North 00 degrees 07 minutes 57 seconds West along the centerline of said Community Drive a distance of 135.00 feet to a 3/4-inch rebar located at the southeast corner of land deeded to Lake House of Hunting Valley Home Owners Association in AFN 201112090636;

- COURSE XXIX. Thence South 86 degree 51 minutes 36 seconds East along the southerly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 650.06 feet to a 5/8-inch iron rebar with cap stamped "Bauer 4432" located in the southeast corner of said Lake House of Hunting Valley Home Owners Association parcel;
- COURSE XXX. Thence North 03 degrees 18 minutes 53 seconds West along the easterly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 306.42 feet to point with a 3/4-inch rebar located 0.29 feet east;
- COURSE XXXI. Thence North 70 degrees 49 minutes 18 seconds East along the easterly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 1301.56 feet to a 5/8-inch iron rebar with cap stamped "Bauer 4432";
- COURSE XXXII. Thence North 06 degrees 15 minutes 54 seconds West along the easterly line of said Lake House of Hunting Valley Home Owners Association parcel a distance of 350.69 feet to a 5/8-inch iron rebar with cap stamped "DC INC 5368";
- COURSE XXXIII. Thence North 06 degrees 15 minutes 54 seconds West a distance of 46.98 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXIV. Thence North 78 degrees 29 minutes 01 seconds East a distance of 653.43 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXV. Thence North 20 degrees 14 minutes 16 seconds West a distance of 91.29 feet to a point with a square rebar located 0.30 feet west;
- COURSE XXXVI. Thence North 76 degrees 09 minutes 31 seconds East a distance of 189.81 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXVII. Thence South 87 degrees 26 minutes 01 seconds East a distance of 184.74 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXVIII. Thence South 61 degrees 08 minutes 14 seconds East a distance of 18.21 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XXXIX. Thence North 75 degrees 45 minutes 41 seconds East a distance of 63.32 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XL. Thence North 60 degrees 25 minutes 56 seconds East a distance of 143.70 feet to a set 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";

- COURSE XLI. Thence North 76 degrees 53 minutes 09 seconds East a distance of 368.45 feet to a 5/8-inch iron rebar set with cap stamped " Mannik and Smith Group, Inc";
- COURSE XLII. Thence North 02 degrees 46 minutes 45 seconds West a distance of 183.45 feet to a 5/8-inch rebar in a monument box in centerline of Fairmount Boulevard (60' R/W);
- COURSE XLIII. Thence South 85 degrees 10 minutes 35 seconds East along centerline of said Fairmount Boulevard to a point a distance of 340.50 feet to a set mag nail;
- COURSE XLIV. Thence South 73 degrees 09 minutes 28 seconds East continuing along said centerline a distance of 368.98 feet to the Point of Beginning and containing 72.2806 acres, of which 0.4813 acres are in the Right of Way of said Fairmount Boulevard, be the same more or less but subject to all legal highways and easements of record.

Basis of Bearings: Bearings are based on Ohio State Plane Coordinate System, North Zone and the North American Datum of 1983(2011). The centerline of Chagrin River Road is North 00 degrees 35 minutes 17 seconds West based on GNSS locations. The above description is based on a field survey performed in April and May of 2022 under the direction of Greg Schunck, Professional Surveyor 8374, MSG project number W2680034.


Also known as Parcel No. 1 in the Lot Split & Consolidation Plat for Western Reserve Land Conservation of part of Original Orange Township Lot Nos. 25, 26, 34 and 35 of Tract 1, as shown by the plat recorded as Instrument No. 202208120631 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.



**SECTION 11: ACKNOWLEDGMENT OF CONDITION**


This Baseline Documentation Report is an accurate representation of the Protected Property, including conservation resources and existing conditions, at the time of the recording of the CE.

**GRANTOR: WESTERN RESERVE LAND CONSERVANCY**

  
BY: SUSAN BAILEY  
ASSISTANT TREASURER

DATE: 9/6/2022

**GRANTEE: NATURAL AREAS LAND CONSERVANCY**

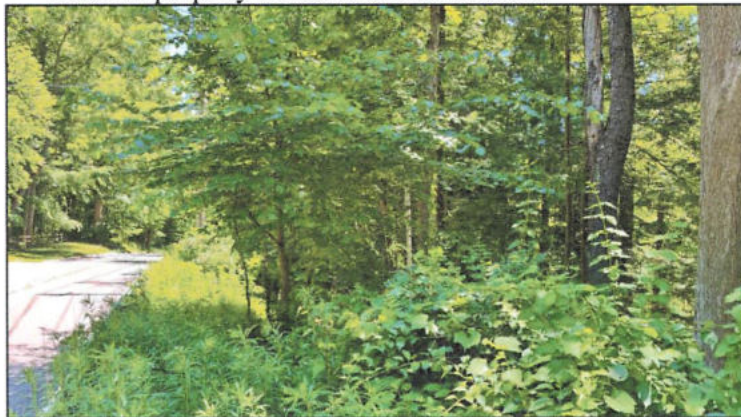
  
BY: ROBERT B. OWEN  
SECRETARY

DATE: 9/6/2022

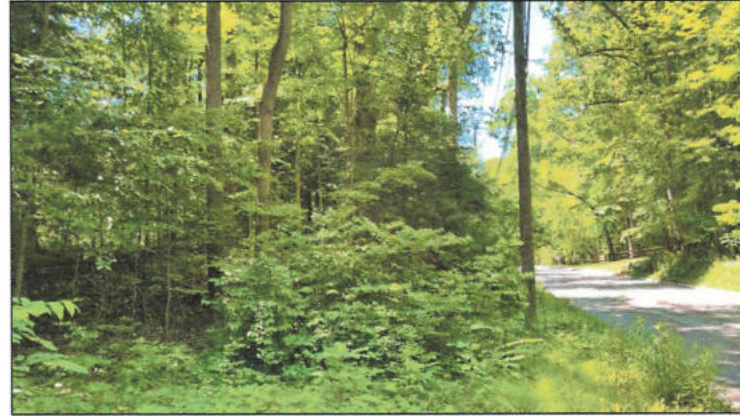
**SECTION 12: PHOTO POINT PHOTOS** (All photos were taken by Shane Wohlken with a iPhone 12 Pro Max digital camera on June 24, 2022. All structures depicted in the photos are located on the Protected Property unless otherwise noted.)



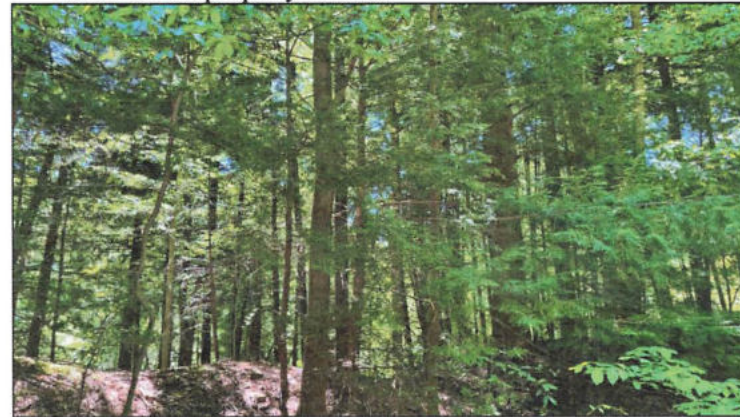
1. Looking west-northwest along the northern property boundary and Fairmount Boulevard from a gentle jog at a northern property corner with a metal stake.



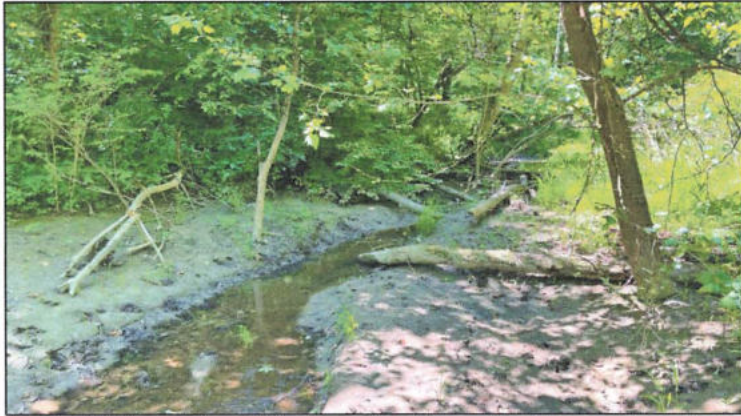
2. Looking east-southeast along the northern property boundary and Fairmount Boulevard from a gentle jog at a northern property corner with a metal stake.



3. Looking west-northwest along the northern property boundary and Fairmount Boulevard from near the northeastern property corner.



4. Looking southwest along the eastern property boundary from near the northeastern property corner.



5. Looking west up the perennial stream that flows through the northern portion of the Protected Property.



7. Looking southeast along the eastern property boundary from a jog near an eastern property corner.



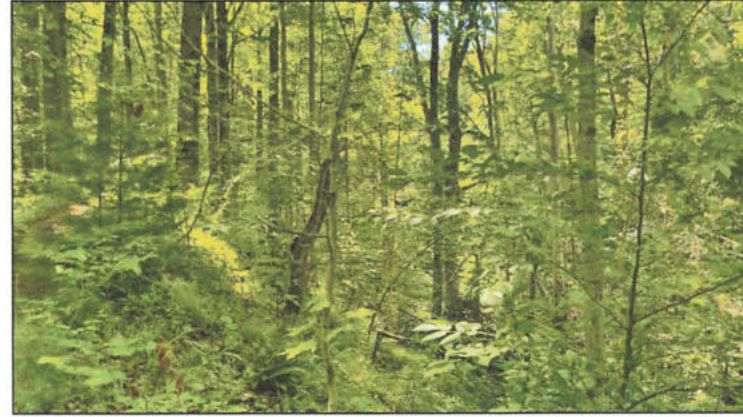
6. Looking northeast along the eastern property boundary and down an intermittent stream that flows through the southern portion of the Protected Property from a jog near an eastern property corner.



8. Looking northwest along the eastern property boundary from a jog near an eastern property corner.



9. Looking southwest along the eastern property boundary from a jog near an eastern property corner.



11. Looking southwest along the eastern property boundary from a jog near an eastern property corner with a survey pin



10. Looking north-northeast along the eastern property boundary from a jog near an eastern property corner with a survey pin.



12. Looking west across the ravine with the intermittent stream that flows through the southern portion of the Protected Property.



13. Looking northeast along the eastern property boundary from a jog at an eastern property corner with a metal stake.



15. Looking east along the southern property boundary from a jog near an eastern property corner.



14. Looking west along the southern property boundary from a jog at an eastern property corner with a metal stake.



16. Looking southwest along the eastern property boundary and a foot trail from a jog near an eastern property corner.



17. Looking northeast along the eastern property boundary from a jog at an eastern property corner with a survey pin.



19. Looking east along the southern property boundary from a jog at an eastern property corner with a metal stake.



18. Looking west along the southern property boundary from a jog at an eastern property corner with a survey pin.



20. Looking south along the southern property boundary from a sharp jog near an eastern property corner.



21. Looking west-southwest along the southern property boundary from a gentle jog at an eastern property corner with a metal stake.



23. Looking southwest along the eastern property boundary from a gentle jog near an eastern property corner.



22. Looking east-northeast along the southern property boundary from a gentle jog near an eastern property corner.



24. Looking northeast along the eastern property boundary from a gentle jog near an eastern property corner.



25. Looking southwest along the eastern property boundary from a gentle jog near an eastern property corner.



27. Looking west along the southern property boundary from the southeastern property corner with a metal stake.



26. Looking northeast along the eastern property boundary from the southeastern property corner with a metal stake.

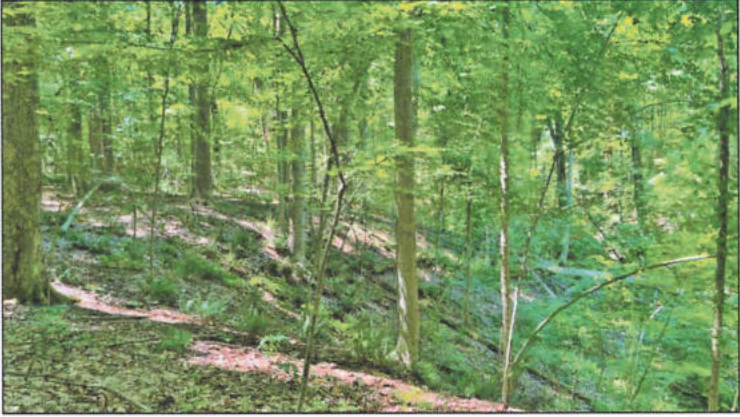


28. Looking east-northeast along the southern property boundary from a gentle jog near a southern property corner.





29. Looking west along the southern property boundary from a gentle jog near a southern property corner.



31. Looking northwest along the southern property boundary from a gentle jog at a southern property corner with a metal stake.



30. Looking east along the southern property boundary from a gentle jog at a southern property corner with a metal stake.



32. Looking southeast along the southern property boundary from a sharp jog at a southern property corner with a metal stake.



33. Looking southwest along the southern property boundary from a sharp jog at a southern property corner with a metal stake.



35. Looking southwest along the southern property boundary from a jog at a southern property corner with a metal stake.



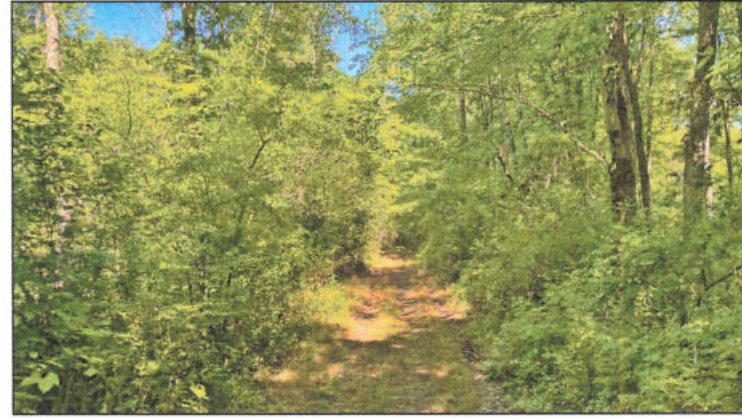
34. Looking northeast along the southern property boundary from a jog at a southern property corner with a metal stake.



36. Looking northeast along the southern property boundary from a jog near a southern property corner.



37. Looking west along the southern property boundary from a jog near a southern property corner



39. Looking east at the early to mid-successional hardwood forest and the access drive in the western end of the Protected Property.



38. Looking east-northeast at a chain gate and a gravel access road that extends through the entire Protected Property.



40. Looking east long the southern property boundary from near the southwestern property corner.



41. Looking north along the western property boundary from near the southwestern property corner.



43. Looking east along the northern property boundary from a sharp jog at a western property corner with a metal stake.



42. Looking south along the western property boundary from a sharp jog at a western property corner with a metal stake.



44. Looking west along the northern property boundary from a sharp jog at a northern property corner with a metal stake.



45. Looking north along the western property boundary from a sharp jog at a northern property corner with a metal stake.



47. Looking east-northeast along the northern property boundary from a sharp jog at a northern property corner with a metal stake.



46. Looking south along the western property boundary from a sharp jog at a northern property corner with a metal stake.



48. Looking northeast down an intermittent stream that flows into the northern perennial stream.



49. Looking west-southwest along the northern property boundary from a sharp jog near a northern property corner with a metal stake.



51. Looking south-southeast along the western property boundary from a sharp jog near a northern property corner.



50. Looking north along the western property boundary from a sharp jog near a northern property corner with a metal stake.



52. Looking east-northeast along the northern property boundary from a sharp jog near a northern property corner.



53. Looking west-southwest along the northern property boundary from a sharp jog near a northern property corner.



55. Looking south-southeast along the western property boundary from a sharp jog near a northern property corner.



54. Looking north-northwest along the western property boundary from a sharp jog near a northern property corner.



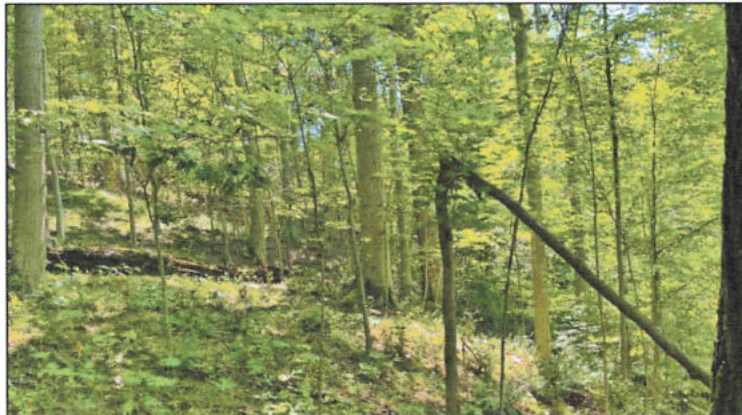
56. Looking east-northeast along the northern property boundary from a sharp jog near a northern property corner.



57. Looking west-southwest along the northern property boundary from a gentle jog near a northern property corner.



59. Looking west-northwest along the northern property boundary from a jog near a northern property corner.



58. Looking east-southeast along the northern property boundary from a gentle jog near a northern property corner.



60. Looking northeast along the northern property boundary from a jog near a northern property corner.





61. Looking southwest along the northern property boundary from a gentle jog near a northern property corner.



63. Looking west-southwest along the northern property boundary from a sharp jog near a northern property corner.



62. Looking east-northeast along the northern property boundary from a gentle jog near a northern property corner.



64. Looking north along the western property boundary from a sharp jog near a northern property corner.



65. Looking south along the western property boundary from near the northwestern property corner.



67. Looking east at upland scrub-shrub with meadow in the central-southwestern portion of the Protected Property.



66. Looking west-southwest at the water reservoir building located in the northwestern corner of upland scrub-shrub habitat.



68. Looking east at the mature forest and the gravel access drive that extends through the entire Protected Property.



69. Looking east-southeast at the lowland forest in the ravine that runs through the southern portion of the Protected Property.



70. Looking north at the mature forest and the gravel access drive.



71. Looking west at a manhole for a water cistern located along the northwestern property boundary just east of the house in the Shiverick – Fairmount West Protected Property.



72. Looking northeast at a cleared picnic area in the north-central portion of the Protected Property with a mortared stone grill located at the eastern edge of the clearing.



73. Looking southwest at an outhouse and stone bench located southwest of the picnic area.



74. Looking east at a horse trail with a wooden horse jump. The trail extend through the central and northeastern portions of the Protected Property and has a total of three wooden jumps.

## **APPENDICES**

## APPENDIX A: SOILS

(For soil locations refer to Appendix C: Soils map)

SOIL SYM.	MAP UNIT KEY	SOIL NAME	FARMLAND CLASSIFICATION	HYDRIC RATING	ACRES
CnA	287287	Chili loam, 0 to 2 percent slopes	All areas are prime farmland	Not Hydric	0.3
EIB	287296	Ellsworth silt loam, 2 to 6 percent slopes	All areas are prime farmland	Not Hydric	28
GeF	287304	Geeburg-Mentor silt loams, 25 to 70 percent slopes	Not prime farmland	Not Hydric	40.2
MgA	287248	Mahoning silt loam, 0 to 2 percent slopes	Prime farmland if drained	Partially Hydric	1.7
Th	287268	Tioga variant loam	Prime farmland if protected from flooding or not frequently flooded during the growing season	Not Hydric	1.9

- The acres listed in the table above were calculated using GIS and may not match the exact acreage of the Protected Property.
- Source: USDA - Natural Resource Conservation Service SSURGO Soils Database for Ohio - 2003

## APPENDIX B: NATURAL RESOURCE INVENTORIES

### Western Reserve Land Conservancy Species Inventory

Survey Date: June 24, 2022

By: Shane Wohlken, Land Steward – Central Region for Western Reserve Land Conservancy

Note: This inventory is based on a field survey with the intention of documenting major habitat types, other natural features, and as many species as possible found on the Protected Property. More extensive field surveys may yield a more complete inventory.

### Plant Inventory

Type	Common Name	Scientific Name	Notes
Herbaceous	Agrimony, swamp	<i>Agrimonia parviflora</i>	Small-flowered
Herbaceous	Agrimony, tall hairy	<i>Agrimonia gryposepala</i>	
Herbaceous	American cancer-root	<i>Conopholis americana</i>	
Herbaceous	Aster, calico	<i>Aster lateriflorus</i>	
Herbaceous	Aster, large-leaved	<i>Eurybia macrophylla</i>	
Herbaceous	Avens, white	<i>Geum canadense</i>	
Herbaceous	Baneberry, white	<i>Actaea pachypoda</i>	Doll's eyes
Herbaceous	Bedstraw, fragrant	<i>Galium triflorum</i>	
Herbaceous	Bittercress, narrowleaf	<i>Cardamine impatiens</i>	INVASIVE
Herbaceous	Bloodroot	<i>Sanguinaria canadensis</i>	
Herbaceous	Blue-eyed grass, narrow-leaf	<i>Sisyrinchium angustifolium</i>	
Herbaceous	Buttercup, hooked	<i>Ranunculus recurvatus</i>	
Herbaceous	Canada mayflower	<i>Maianthemum canadense</i>	
Herbaceous	Cinquefol, common	<i>Potentilla simplex</i>	
Herbaceous	Citronella horse balm	<i>Collinsonia canadensis</i>	
Herbaceous	Clearweed	<i>Pilea pumila</i>	
Herbaceous	Clover, white	<i>Trifolium repens</i>	
Herbaceous	Cohosh, black	<i>Actaea racemosa</i>	Black snakeroot
Herbaceous	Coltsfoot	<i>Tussilago farfara</i>	INVASIVE
Herbaceous	Creeper, Virginia	<i>Parthenocissus quinquefolia</i>	
Herbaceous	Dandelion	<i>Taraxacum officinale</i>	
Herbaceous	Dock, broadleaf	<i>Rumex obtusifolia</i>	
Herbaceous	Dogbane	<i>Apocynum cannabinum</i>	
Herbaceous	English ivy	<i>Hedera helix</i>	INVASIVE
Herbaceous	Fern, Christmas	<i>Polystichum acrostichoides</i>	
Herbaceous	Fern, cinnamon	<i>Osmunda cinnamomea</i>	
Herbaceous	Fern, New York	<i>Thelypteris noveboracensis</i>	

Herbaceous	Fern, northern maidenhair	<i>Adiantum pedatum</i>	
Herbaceous	Fern, sensitive	<i>Onoclea sensibilis</i>	
Herbaceous	Fern, silvery glade	<i>Deparia acrostichoides</i>	
Herbaceous	Fern, spinulose wood	<i>Dryopteris carthusiana</i>	
Herbaceous	Fleabane, daisy	<i>Erigeron annuus</i>	
Herbaceous	Foamflower, heartleaf	<i>Tiarella cordifolia</i>	
Herbaceous	Forget-me-not, great	<i>Brunnera macrophylla</i>	
Herbaceous	Goldenrod, bluestem	<i>Solidago caesia</i>	
Herbaceous	Goldenrod, Canada	<i>Solidago canadensis</i>	
Herbaceous	Goldenrod, wrinkleleaf	<i>Solidago rugosa</i>	
Herbaceous	Goldenrod, zig zag	<i>Solidago flexicaulis</i>	
Herbaceous	Grass, bottlebrush	<i>Elymus hystrix</i>	
Herbaceous	Grass, white	<i>Leersia virginica</i>	White cutgrass
Herbaceous	Ground Elder	<i>Aegopodium podagraria</i>	Bishop's weed
Herbaceous	Heal-all	<i>Pernela vulgaris</i>	Self-heal, Allheal
Herbaceous	Hepatica, round-lobed	<i>Hepatica americana</i>	
Herbaceous	Horsetail, field	<i>Equisetum arvense</i>	common horsetail
Herbaceous	Jack-in-the-pulpit	<i>Arisaema triphyllum</i>	
Herbaceous	Jewelweed	<i>Impatiens capensis</i>	Touch-me-nots
Herbaceous	Knotweed, Virginia	<i>Polygonum virginianum</i>	Jumpseed
Herbaceous	Lettuce, white	<i>Nabalus albus</i>	Rattlesnake Root
Herbaceous	Mayapple	<i>Podophyllum peltatum</i>	
Herbaceous	Miterwort, twoleaf	<i>Mitella diphylla</i>	Bishop's cap
Herbaceous	Moneywort	<i>Lysimachia nummulari</i>	INVASIVE
Herbaceous	Mustard, garlic	<i>Alliaria petiolata</i>	INVASIVE
Herbaceous	Myrtle/Lesser periwinkle	<i>Vinca minor</i>	INVASIVE
Herbaceous	Nettle, stinging	<i>Urtica dioica</i>	
Herbaceous	Nightshade, bittersweet	<i>Solanum dulcamara</i>	
Herbaceous	Nightshade, Enchanter's	<i>Circaea lutetiana</i>	
Herbaceous	Pachysandra	<i>Pachysandra procumbens</i>	
Herbaceous	Partridge berry	<i>Mitchella repens</i>	
Herbaceous	Plantain, ribwort	<i>Plantago lanceolata</i>	Narrowleaf plantain
Herbaceous	Poison ivy	<i>Toxicodendron radicans</i>	
Herbaceous	Reed canarygrass	<i>Phalaris arundinacea</i>	INVASIVE
Herbaceous	Rice cutgrass	<i>Leersia oryzoides</i>	
Herbaceous	Rush, common	<i>Juncus effusus</i>	
Herbaceous	Sedge, awlfruit	<i>Carex stipata</i>	



Herbaceous	Sedge, bur-reed	<i>Carex sparganioides</i>	
Herbaceous	Sedge, fox	<i>Carex vulpinoidea</i>	
Herbaceous	Sedge, plantain-leaved	<i>Carex plantaginea</i>	Seersucker sedge
Herbaceous	Skullcap, blue	<i>Scutellaria lateriflora</i>	
Herbaceous	Small-leaved plantain lily	<i>Hosta sieboldii</i>	Non-native
Herbaceous	Snakeroot, Canadian black	<i>Sanicula canadensis</i>	NOT black cohosh
Herbaceous	Snakeroot, white	<i>Ageratina altissima</i>	
Herbaceous	Solomon's plume	<i>Maianthemum racemosum</i>	False Solomon's seal
Herbaceous	Stickseed	<i>Hackelia virginiana</i>	
Herbaceous	Strawberry, false	<i>Duchesnea indica</i>	
Herbaceous	Sweet cicely	<i>Osmorhiza longistylis</i>	
Herbaceous	Trefoil, birdsfoot	<i>Lotus corniculatus</i>	
Herbaceous	Trillium, white	<i>Trillium grandiflorum</i>	Large-flowered Trillium
Herbaceous	Viburnum, Japanese snowball	<i>Viburnum plicatum</i>	
Herbaceous	Violet spp.	<i>Viola spp.</i>	
Herbaceous	Violet, common blue	<i>Viola sororia</i>	
Herbaceous	Waterleaf, Virginia	<i>Hydrophyllum virginianum</i>	
Herbaceous	Wild geranium	<i>Geranium maculatum</i>	
Herbaceous	Woodrush, common	<i>Luzula multiflora</i>	Heath wood-rush
Herbaceous	Yellow archangel	<i>Lamium galeobdolon</i>	
Non-vascular	Moss spp.		
Shrub	Buckthorn, common	<i>Rhamnus cathartica</i>	
Shrub	Dogwood, flowering	<i>Cornus florida</i>	
Shrub	Forsythia, greenstem	<i>Forsythia viridissima</i>	
Shrub	Forsythia, weeping	<i>Forsythia suspensa</i>	
Shrub	Honeysuckle, Morrow's	<i>Lonicera morrowii</i>	
Shrub	Japanese barberry	<i>Berberis thunbergii</i>	INVASIVE
Shrub	Lilac, common	<i>Syringa vulgaris</i>	INTRODUCED
Shrub	Privet spp.	<i>Ligustrum spp.</i>	INVASIVE
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>	INVASIVE
Shrub	Spicebush	<i>Lindera benzoin</i>	
Shrub	Viburnum, mapleleaf	<i>Viburnum acerifolium</i>	
Shrub	Wisteria, Chinese	<i>Wisteria sinensis</i>	
Tree	Ash, white	<i>Fraxinus americana</i>	
Tree	Aspen, bigtooth	<i>Populus grandidentata</i>	
Tree	Aspen, quaking	<i>Populus tremuloides</i>	

Tree	Basswood, American	<i>Tilia americana</i>	
Tree	Beech, American	<i>Fagus grandifolia</i>	
Tree	Birch, black	<i>Betula lenta</i>	Sweet birch
Tree	Birch, yellow	<i>Betula alleghaniensis</i>	
Tree	Boxelder	<i>Acer negundo</i>	
Tree	Cherry, black	<i>Prunus serotina</i>	
Tree	Cottonwood, eastern	<i>Populus deltoides</i>	
Tree	Crabapple	<i>Malus spp.</i>	
Tree	Cucumbertree	<i>Magnolia acuminata</i>	
Tree	Eastern hemlock	<i>Tsuga canadensis</i>	
Tree	Elm, American	<i>Ulmus americana</i>	
Tree	Elm, red	<i>Ulmus rubra</i>	
Tree	Hawthorn spp.	<i>Crataegus spp.</i>	
Tree	Hickory, bitternut	<i>Carya cordiformis</i>	
Tree	Hickory, shagbark	<i>Carya ovata</i>	
Tree	Hophornbeam, American	<i>Ostrya virginiana</i>	Ironwood
Tree	Hornbeam, American	<i>Carpinus caroliniana</i>	Blue beech, musclewood
Tree	Locust, black	<i>Robinia pseudoacacia</i>	
Tree	Maple, red	<i>Acer rubrum</i>	
Tree	Maple, sugar	<i>Acer saccharum</i>	
Tree	Mulberry, white	<i>Morus alba</i>	
Tree	Oak, red	<i>Quercus rubra</i>	
Tree	Oak, white	<i>Quercus alba</i>	
Tree	Pine, white	<i>Pinus strobus</i>	
Tree	Sassafras	<i>Sassafras albidum</i>	
Tree	Spruce, Norway	<i>Picea abies</i>	
Tree	Tuliptree	<i>Liriodendron tulipifera</i>	Yellow poplar
Tree	Tupelo, black	<i>Nyssa sylvatica</i>	Sourgum, Black gum
Tree	Walnut, black	<i>Juglans nigra</i>	
Tree	Willow spp.	<i>Salix spp.</i>	
Tree	Witch-hazel, American	<i>Hamamelis virginiana</i>	
Vine/briar	Bindweed, hedge	<i>Calystegia sepium</i>	
Vine/briar	Bittersweet, Oriental	<i>Celastrus orbiculatus</i>	
Vine/briar	Blackberry spp.	<i>Rubus spp.</i>	
Vine/briar	Dewberry, northern	<i>Rubus flagellaris</i>	
Vine/briar	Grape, river bank	<i>Vitis riparia</i>	
Vine/briar	Greenbrier, bristly	<i>Smilax hispida</i>	

Vine/briar	Hog peanut	<i>Amphicarpaea bracteata</i>	
Vine/briar	Wintercreeper	<i>Euonymus fortunei</i>	Fortune's spindle

**Animal Inventory**

Type	Common Name	Scientific Name	Notes
Bird	Blue Jay	<i>Cyanocitta cristata</i>	
Bird	Turkey Vulture	<i>Cathartes aura</i>	
Bird	Vireo, Red-eyed	<i>Vireo olivaceus</i>	
Insect	Damselfly spp.		
Insect	Lightning bug	<i>Lampyridae</i>	Firefly
Mammal	Chipmunk, eastern	<i>Tamias striatus</i>	
Mammal	Deer, white-tailed	<i>Odocoileus virginianus</i>	Scat and tracks
Mammal	Squirrel, eastern gray	<i>Sciurus carolinensis</i>	

**Western Reserve Land Conservancy Bat Inventory**

Survey Date: May 22, 2020 – July 10, 2020

By: Brett Rodstrom, Vice President of Eastern Field Operations for Western Reserve Land Conservancy

Note: This inventory was obtained using Wildlife Acoustics SM4BAT-FS and Kaleidoscope Pro software

Common Name	Species	Ohio Listing	Federal Listing
Big Brown Bat	<i>Eptesicus fuscus</i>	Ohio Species of Concern	None
Eastern Red Bat	<i>Lariurus borealis</i>	Ohio Species of Concern	None
Hoary Bat	<i>Lariurus cinereus</i>	Ohio Species of Concern	None
Silver Hair Bat	<i>Lasioncycteris noctivagans</i>	Ohio Species of Concern	None
Long-Eared Bat	<i>Myotis evotis</i>	Endangered	Threatened
Little Brown Bat	<i>Myotis lucifugus</i>	Endangered	None
Eastern Small-Footed Bat	<i>Myotis leibii</i>	Ohio Species of Concern	None
Northern Bat	<i>Myotis septentrionalis</i>	Ohio Species of Concern	None
Indiana Bat	<i>Myotis sodalis</i>	Endangered	Endangered
Evening Bat	<i>Nycticeius humeralis</i>	Ohio Species of Concern	None
Tri Colored Bat	<i>Perimyotis subflavus</i>	Endangered	None

**Lichen Inventory**

Survey Date: November 13, 2019

By: Tomas Curtis

Note: Each species has an attached accession number which can use to look up the specimen information

*Absconditella delutula*, 4187 (new to OH)

*Amandinea polyspora*, 4182

*Anisomeridium distans*, 4203

*Anisomeridium polypori*, 4198

Arthonia apatetica, XXX  
 Arthonia helvola, 4174  
 Arthonia ruana, 4184  
 Bacidia granosa, 4165  
 Bacidia sorediata, 4158  
 Bacidina delicata, 4161  
 Bacidina inundata, 4202  
 Biatora longispora, 4206  
 Biatora printzenii, XXX  
 Buellia badia, 4225  
 Candelaria concolor, 4178  
 Canoparmelia texana, 4180  
 Chaenothecopsis nigra, 4216  
 Chrysothrix caesia, 4192  
 Cladonia caespiticia, 4230  
 Cladonia cylindrica, 4229  
 Cladonia ochrochlora, 4231  
 Clypeococcum hypocenomyces, 4221  
 Coenogonium pineti, 4189  
 Dictyocatenuata alba, 4219  
 Epigloea pleiospora, 4227 (new to OH)  
 Fellhanera fallax, 4163  
 Fellhanera granulosa, 4222  
 Fellhanera silicis, 4162  
 Flavoparmelia caperata, 4195  
 Fuscidea arboricola, 4205  
 Graphis scripta, 4167  
 Hypocenomyce scalaris, 4220  
 Hypotrachyna minarum, 4212  
 Ionaspis alba, 4160  
 Lecania croatica, 4159  
 Lecanora polytropa, 4224  
 Lecanora strobilina, 4194  
 Lecanora thysanophora, 4166  
 Lecidea cyrtidia, 4210  
 Lecidea erythrophaea, 4157 (G2G4)

Lecidea varians, 4177  
 Lepraria caesiella, 4197  
 Lepraria disjuncta, 4204  
 Lepraria finkii, 4172  
 Lepraria harrisiana, 4171  
 Lepraria hodkinsoniana, 4175  
 Micarea prasina, 4228  
 Multiclavula mucida, 4201  
 Myelochroa aurulenta, 4186  
 Ochrolechia arborea, 4176  
 Parmelia squarrosa, 4199  
 Parmelia sulcata, 4217  
 Parmotrema hypotropum, 4156  
 Phaeophyscia pusilloides, 4211  
 Physcia millegrana, 4193  
 Physcia stellaris, 4214  
 Physiella chloantha, 4185  
 Piccolia nannaria, 4188  
 Porpidia albocaerulescens, 4218  
 Porpidia crustulata, 4190  
 Pseudosagedia aenea, 4169, 4170  
 Punctelia caseana, 4181  
 Punctelia rudecta, 4213  
 Pyrenula laevigata, 4215  
 Pyrenula punctella, 4164  
 Rinodina moziana, 4223  
 Ropalospora viridis, 4191  
 Scoliciosporum pensylvanicum, XXX  
 Segestria lectissima, 4209  
 Verrucaria dolosa, 4207  
 Verrucaria muralis, 4196  
 Verrucaria praetermissa, 4183  
 Verrucaria sublobulata, 4208  
 Verrucaria trabalis, 4179  
 Viridothelium virens, 4168  
 Xanthocarpia feracissima, 4226

### **Plant Species Inventory**

Survey Date: July 24, 2019

By: John Katko

Note: Each species has an attached accession number which can use to look up the specimen information

### **Plant Inventory**

Habit	Modifier	Common Name	Genus	Species
aquatic	Common	Duckweed	<i>Lemna</i>	<i>minor</i>
aquatic	Greater	Duckweed	<i>Spirodela</i>	<i>polyrhiza</i>
aquatic		Water Meal	<i>Wolffia</i>	<i>columbiana</i>

fern	Tree	Clubmoss	<i>Lycopodium (Dendrolycopodium)</i>	<i>obscurum</i>
fern	Broad Beech	Fern	<i>Phegopteris</i>	<i>hexagonoptera</i>
fern	Christmas	Fern	<i>Polystichum</i>	<i>acrostichoides</i>
fern	interrupted	fern	<i>Osmunda</i>	<i>claytoniana</i>
fern	Lady	Fern	<i>Athyrium</i>	<i>felix-femina</i>
fern	Narrowleaf Glade	Fern	<i>Diplazium (Athyrium)</i>	<i>pyncocarpon</i>
fern	New York	Fern	<i>Thelypteris</i>	<i>noveboracensis</i>
fern	Northern Maidenhair	Fern	<i>Adiantum</i>	<i>pedatum</i>
fern	Sensitive	Fern	<i>Onoclea</i>	<i>sensibilis</i>
fern	Silvery Glade/Silver False Spleenwort	Fern	<i>Deparia (Athyrium)</i>	<i>acrostichoides (thelypteroides)</i>
fern	Field	Horsetail/scouring rush	<i>Equisetum</i>	<i>arvense</i>
fern	intermediate/evergreen	Woodfern	<i>Dryopteris</i>	<i>intermedia</i>
fern	Spinulose	Woodfern	<i>Dryopteris</i>	<i>carthusiana</i>
forb	Wood	Agrimony	<i>Agrimonia</i>	<i>gryposepala</i>
forb	Calico	Aster	<i>Symphyotrichum</i>	<i>lateriflorum</i>
forb	Crookedstem	Aster	<i>Symphyotrichum</i>	<i>prenathoides</i>
forb	White	Avens	<i>Geum</i>	<i>canadense</i>
forb	Fragrant/Sweet-scented	Bedstraw	<i>Galium</i>	<i>triflorum</i>
forb		Beech Drops	<i>Epifagus</i>	<i>virginiana</i>
forb	Devil's	Beggartick/Sticktight	<i>Bidens</i>	<i>frondosa</i>
forb		Bishop's Cap/Miterwort	<i>Mitella</i>	<i>diphylla</i>
forb		Bishop's Weed	<i>Aegopodium</i>	<i>podagraria</i>
forb	Clustered	Black Snakeroot	<i>Sanicula</i>	<i>odorata (gregaria)</i>
forb		Bloodroot	<i>Sanguinaria</i>	<i>canadensis</i>
forb	Giant	Blue Cohosh	<i>Caulophyllum</i>	<i>giganteum</i>
forb	Common	Burdock	<i>Arctium</i>	<i>minus*</i>
forb	Swamp	Buttercup	<i>Ranunculus</i>	<i>hispidus v. nitidus</i>
forb	Tall	Buttercup	<i>Ranunculus</i>	<i>acris*</i>
forb		Clearweed	<i>Pilea</i>	<i>pumilla</i>
forb	Spotted/Poison	Cowbane/Hemlock	<i>Cicuta</i>	<i>maculata</i>
forb	Pennsylvania Bitter	Cress	<i>Cardamine</i>	<i>pennsylvanica</i>
forb	Common	Dandelion	<i>Taraxicum</i>	<i>officinale*</i>
forb		Dolls Eyes/Baneberry	<i>Actaea</i>	<i>alba (pachypoda)</i>

forb		Enchanter's Nightshade	<i>Circaea</i>	<i>canadensis (lutetiana)</i>
forb		False Somolon's Seal	<i>Maianthum</i>	<i>racemosum</i>
forb	Wild	Geranium	<i>Geranium</i>	<i>maculatum</i>
forb	Bluestem	Goldenrod	<i>Solidago</i>	<i>caesia</i>
forb	Roughleaf	Goldenrod	<i>Solidago</i>	<i>patula</i>
forb	Zigzag	Goldenrod	<i>Solidago</i>	<i>flexicaulis</i>
forb		Helleborine	<i>Epipactus</i>	<i>heleborine*</i>
forb	Sharp-lobed	Hepatica	<i>Hepatica</i>	<i>acutiloba</i>
forb		Honewort	<i>Cryptotaenia</i>	<i>canadensis</i>
forb		Horse Balm	<i>Collinsonia</i>	<i>canadensis</i>
forb	Tall	Ironweed	<i>Vernonia</i>	<i>gigantea (altissima)</i>
forb		Jack-in-the-pulpit	<i>Arisaema</i>	<i>triphillum</i>
forb	Virginia	Knotweed/Jumpseed	<i>Polygonum (Persicaria)</i>	<i>virginianum</i>
forb	Wild	Leeks/Ramps	<i>Allium</i>	<i>tricoccum</i>
forb	Canada	Lily	<i>Lilium</i>	<i>canadense</i>
forb	Fringed	Loosestrife	<i>Lysimachia</i>	<i>ciliata</i>
forb		Lopseed	<i>Phryma</i>	<i>leptostachya</i>
forb		Mayapple	<i>Podophyllum</i>	<i>peltatum</i>
forb	Early	Meadow Rue	<i>Thalictrum</i>	<i>dioicum</i>
forb		Moneywort	<i>Lysimachia</i>	<i>nummularia*</i>
forb	Garlic	Mustard	<i>Alliaria</i>	<i>petiolata*</i>
forb	Wood	Nettle	<i>Laportea</i>	<i>canadensis</i>
forb	Tall	Rattlesnake Root	<i>Prenanthes</i>	<i>altissima</i>
forb		Self-heal/Heal-all	<i>Prunella</i>	<i>vulgaris*</i>
forb		Skunk Cabbage	<i>Symplocarpus</i>	<i>foetidus</i>
forb	Longbristle	Smartweed	<i>Persicaria (Polygonum)</i>	<i>longiseta (cespitosum)*</i>
forb	White	Snakeroot	<i>Ageratina (Eupatorium)</i>	<i>altissima (rugosum)</i>
forb	Hairy	Solomon's Seal	<i>Polygonatum</i>	<i>pubescens</i>
forb	Yellow Wood	Sorrel	<i>Oxalis</i>	<i>stricta</i>
forb	Common	Speedwell	<i>Veronica</i>	<i>arvensis*</i>
forb		Squaw Root	<i>Conopholis</i>	<i>americana</i>
forb	Common	St. John's Wort	<i>Hypericum</i>	<i>perforatum*</i>
forb	Canada	Thistle	<i>Cirsium</i>	<i>arvense*</i>
forb	Spotted	Touch-me-not	<i>Impatiens</i>	<i>capensis</i>
forb	White	Vervain	<i>Verbena</i>	<i>urticifolia</i>
forb	Common Blue	Violet	<i>Viola</i>	<i>sororia</i>

forb	Sweet White	Violet	<i>Viola</i>	<i>blanda</i>
forb	Yellow	Violet	<i>Viola</i>	<i>pubescens</i>
forb		Water Horehound	<i>Lycopus</i>	<i>americanus</i>
forb	Broadleaf/Canada	Waterleaf	<i>Hydrophyllum</i>	<i>canadense</i>
forb	Virginia	Waterleaf	<i>Hydrophyllum</i>	<i>virginianum</i>
forb		Wingstem	<i>Verbesina</i>	<i>alternifolia</i>
forb	Hairy	Wood Mint	<i>Blephilia</i>	<i>hirsuta</i>
forb		Yellow Mandarin	<i>Prosartes (Disporum)</i>	<i>lanuginosa</i>
graminoid	Kentucky	Bluegrass	<i>Poa</i>	<i>pratensis*</i>
graminoid	Smooth/Hungarian	Brome	<i>Bromus</i>	<i>inermis*</i>
graminoid	mosquito	bulrush	<i>Scirpus</i>	<i>hattorianus</i>
graminoid	narrowleaf	cattail	<i>Typha</i>	<i>angustifolia*</i>
graminoid	Red	Fescue	<i>Festuca</i>	<i>rubra*</i>
graminoid	Autumn/Upland Bent	Grass	<i>Agrostis</i>	<i>perennans</i>
graminoid	Bottlebrush	Grass	<i>Elymus</i>	<i>hystrix</i>
graminoid	Fowl Manna	Grass	<i>Glyceria</i>	<i>striata</i>
graminoid	Nimble Will	Grass	<i>Muhlenbergia</i>	<i>schreberi</i>
graminoid	Northern Shorthusk	Grass	<i>Brachyelytrum</i>	<i>erectum</i>
graminoid	Orchard	Grass	<i>Dactylis</i>	<i>glomerata*</i>
graminoid	Rice Cut	Grass	<i>Leersia</i>	<i>oryzoides</i>
graminoid	White	Grass	<i>Leersia</i>	<i>virginica</i>
graminoid	Path	Rush	<i>Juncus</i>	<i>tenuis</i>
graminoid	Soft	Rush	<i>Juncus</i>	<i>effusus</i>
graminoid	Awl-fruit	Sedge	<i>Carex</i>	<i>stipata</i>
graminoid	Brome-like	Sedge	<i>Carex</i>	<i>tribuloides</i>
graminoid	Drooping	Sedge	<i>Carex</i>	<i>prasina</i>
graminoid	Drooping	Sedge	<i>Carex</i>	<i>laxiculmis</i>
graminoid	Eastern Star	Sedge	<i>Carex</i>	<i>radiata</i>
graminoid	Fibrousroot	Sedge	<i>Carex</i>	<i>communis</i>
graminoid	Fox	Sedge	<i>Carex</i>	<i>vulpinoidea</i>
graminoid	James'	Sedge	<i>Carex</i>	<i>jamesii</i>
graminoid	Narrowleaf	Sedge	<i>Carex</i>	<i>grisea</i>
graminoid	Plantainleaf	Sedge	<i>Carex</i>	<i>plantaginea</i>
graminoid	Shallow	Sedge	<i>Carex</i>	<i>lurida</i>
graminoid	Slender Woodland	Sedge	<i>Carex</i>	<i>digitalis</i>
graminoid	White Bear	Sedge	<i>Carex</i>	<i>albursina</i>
graminoid		Wood Reed	<i>Cinna</i>	<i>arundinaceae</i>
shrub	Japanese	Barberry	<i>Berberis</i>	<i>thunbergii*</i>
shrub	Glossy	Buckthorn	<i>Frangula (Rhamnus)</i>	<i>alnus</i>

				<i>(frangula)*</i>
shrub		Elderberry	<i>Sambucus</i>	<i>canadensis</i>
shrub		Forsythia	<i>Forsythia</i>	<i>sp*</i>
shrub	Wild/Prickly	Gooseberry	<i>Ribes</i>	<i>cynosbati</i>
shrub	Morrow's	Honeysuckle	<i>Lonicera</i>	<i>morrowii*</i>
shrub	Japanese	Pachysandra	<i>Pachysandra</i>	<i>terminalis*</i>
shrub		Partridge Berry	<i>Mitchella</i>	<i>repens</i>
shrub		Periwinkle/Myrtle	<i>Vinca</i>	<i>minor*</i>
shrub	Common	Privet	<i>Ligustrum</i>	<i>vulgare*</i>
shrub	Black	Raspberry	<i>Rubus</i>	<i>occidentalis</i>
shrub	Multiflora	Rose	<i>Rosa</i>	<i>multiflora*</i>
shrub	Swamp	Rose	<i>Rosa</i>	<i>palustris</i>
shrub		Spicebush	<i>Lindera</i>	<i>benzoin</i>
shrub	Mapleleaf	Viburnum	<i>Viburnum</i>	<i>acerifolium</i>
shrub	Winged	Wahoo	<i>Euonymus</i>	<i>alatus*</i>
shrub		Witch Hazel	<i>Hamamelis</i>	<i>virginiana</i>
tree	Red/Green	Ash	<i>Fraxinus</i>	<i>pennsylvanica</i>
tree		Basswood/Linden	<i>Tilia</i>	<i>americana</i>
tree	American	Beech	<i>Fagus</i>	<i>grandifolia</i>
tree	Yellow	Birch	<i>Betula</i>	<i>alleghaniensis</i>
tree	Black	Cherry	<i>Prunus</i>	<i>serotina</i>
tree	Flowering	Dogwood	<i>Cornus</i>	<i>florida</i>
tree	American/White	Elm	<i>Ulmus</i>	<i>americana</i>
tree	Eastern	Hemlock	<i>Tsuga</i>	<i>canadensis</i>
tree	Bitternut	Hickory	<i>Carya</i>	<i>cordiformis</i>
tree	Shagbark	Hickory	<i>Carya</i>	<i>ovata</i>
tree	America	Hornbeam/Blue-beech/Musclewood	<i>Carpinus</i>	<i>caroliniana</i>
tree	cucumber	magnolia	<i>Magnolia</i>	<i>acuminata</i>
tree	Black	Maple	<i>Acer</i>	<i>nigrum</i>
tree	Red	Maple	<i>Acer</i>	<i>rubrum</i>
tree	Sugar	Maple	<i>Acer</i>	<i>saccharum</i>
tree	Red	Oak	<i>Quercus</i>	<i>rubra</i>
tree	White	Oak	<i>Quercus</i>	<i>alba</i>
tree		Pawpaw	<i>Asimina</i>	<i>triloba</i>
tree	White	Pine	<i>Pinus</i>	<i>strobus*</i>
tree		Tulliptree	<i>Liriodendron</i>	<i>tulipifera</i>
tree	Black	Willow	<i>Salix</i>	<i>nigra</i>
tree	Pussy	Willow	<i>Salix</i>	<i>discolor</i>



vine	Asiatic	Bittersweet	<i>Celastris</i>	<i>orbiculatus*</i>
vine	Virginia	Creeper/Woodbine	<i>Parthenocissus</i>	<i>quinquefolia</i>
vine	Riverbank	Grape	<i>Vitis</i>	<i>riparia</i>
vine	Hog	Peanut	<i>Amphicarpaea</i>	<i>bracteata</i>
vine		Poison Ivy	<i>Toxicodendron</i>	<i>radicans</i>

### **Bird Inventory**

Common Name	Genus	Species	ODNR State-listed as of July 2018
Acadian Flycatcher	<i>Empidonax</i>	<i>virescens</i>	
Alder Flycatcher	<i>Empidonax</i>	<i>alnorum</i>	
American Bittern	<i>Botaurus</i>	<i>lentiginosus</i>	Endangered
American Black Duck	<i>Anas</i>	<i>rubripes</i>	Special Interest
American Coot	<i>Fulica</i>	<i>americana</i>	Species of Concern
American Crow	<i>Corvus</i>	<i>brachyrhynchus</i>	
American Golden-Plover	<i>Pluvialis</i>	<i>dominica</i>	
American Goldfinch	<i>Carduelis</i>	<i>tristis</i>	
American Kestrel	<i>Falco</i>	<i>sparverius</i>	
American Redstart	<i>Setophaga</i>	<i>ruticilla</i>	
American Robin	<i>Turdus</i>	<i>migratorius</i>	
American Tree Sparrow	<i>Spizella</i>	<i>arborea</i>	
American White Pelican	<i>Pelecanus</i>	<i>erythrorhynchus</i>	
American Wigeon	<i>Anas</i>	<i>americana</i>	
American Woodcock	<i>Scolopax</i>	<i>minor</i>	
Atlantic Brant	<i>Branta</i>	<i>bernicla</i>	
Bald Eagle	<i>Haliaeetus</i>	<i>leucocephalus</i>	
Baltimore Oriole	<i>Icterus</i>	<i>galbula</i>	
Bank swallow	<i>Riparia</i>	<i>riparia</i>	
Barn Owl	<i>Tyto</i>	<i>alba</i>	Threatened
Barn Swallow	<i>Hirundo</i>	<i>rustica</i>	
Barred Owl	<i>Strix</i>	<i>varia</i>	
Barrows Goldeneye	<i>Bucephala</i>	<i>islandica</i>	
Bay-breasted Warbler	<i>Dendroica</i>	<i>castanea</i>	
Belted Kingfisher	<i>Megaceryle</i>	<i>alcyon</i>	
Black Brant	<i>Branta</i>	<i>bernicla</i>	
Black Tern	<i>Chlidonias</i>	<i>niger</i>	
Black-and-white Warbler	<i>Mniotilta</i>	<i>varia</i>	

Black-bellied Plover	<i>Pluvialis</i>	<i>squatarola</i>	
Black-billed Cuckoo	<i>Coccyzus</i>	<i>erythrophthalmus</i>	Species of Concern
Blackburnian Warbler	<i>Dendroica</i>	<i>fusca</i>	Special Interest
Black-capped Chickadee	<i>Poecile</i>	<i>atricapilla</i>	
Black-crowned Night-Heron	<i>Nycticorax</i>	<i>nycticorax</i>	Threatened
Blackpoll Warbler	<i>Setophaga</i>	<i>striata</i>	
Black-throated Blue Warbler	<i>Dendroica</i>	<i>caerulescens</i>	Special Interest
Blue Jay	<i>Cyanocitta</i>	<i>cristata</i>	
Blue-gray Gnatcatcher	<i>Poliophtila</i>	<i>caerulea</i>	
Blue-headed Vireo	<i>Vireo</i>	<i>solitarius</i>	Special Interest
Blue-winged Teal	<i>Anas</i>	<i>discors</i>	
Blue-winged Warbler	<i>Vermivora</i>	<i>cyanoptera</i>	
Bobolink	<i>Dolichonyx</i>	<i>oryzivorus</i>	Species of Concern
Bonaparte's Gull	<i>Larus</i>	<i>philadelphia</i>	
Broadwing Hawk	<i>Buteo</i>	<i>platypterus</i>	
Brown Creeper	<i>Certhia</i>	<i>americana</i>	Special Interest
Brown Thrasher	<i>Toxostoma</i>	<i>rufum</i>	
Brown-headed Cowbird	<i>Molothrus</i>	<i>ater</i>	
Buff-breasted Sandpiper	<i>Tryngites</i>	<i>subruficollis</i>	
Bufflehead	<i>Bucephala</i>	<i>albeola</i>	
Cackling Goose	<i>Branta</i>	<i>hutchinsii</i>	
Canada Goose	<i>Branta</i>	<i>canadensis</i>	
Canada warbler	<i>Wilsonia</i>	<i>canadensis</i>	Special Interest
Canvasback	<i>Aythya</i>	<i>valisineria</i>	
Carolina Wren	<i>Thryothorus</i>	<i>ludovicianus</i>	
Caspian Tern	<i>Sterna</i>	<i>caspia</i>	
Cattle Egret	<i>Bubulcus</i>	<i>ibis</i>	
Cedar Waxwing	<i>Bombycilla</i>	<i>cedrorum</i>	
Cerulean Warbler	<i>Setophaga</i>	<i>cerulea</i>	Species of Concern
Chestnut-Sided Warbler	<i>Setophaga</i>	<i>pennsylvanica</i>	
Chimney Swift	<i>Chaetura</i>	<i>pelagica</i>	
Chipping Sparrow	<i>Spizella</i>	<i>passerina</i>	
Cliff Swallow	<i>Petrochelidon</i>	<i>pyrrhonota</i>	
Common Eider	<i>Somateria</i>	<i>mollissima</i>	
Common Goldeneye	<i>Bucephala</i>	<i>clangula</i>	

Common Grackle	<i>Quiscalus</i>	<i>quiscula</i>	
Common Loon	<i>Gavia</i>	<i>immer</i>	
Common Merganser	<i>Mergus</i>	<i>merganser</i>	
Common Nighthawk	<i>Chordeiles</i>	<i>minor</i>	Species of Concern
Common Tern	<i>Sterna</i>	<i>hirundo</i>	Endangered
Common Yellowthroat	<i>Geothlypis</i>	<i>trichas</i>	
Cooper's Hawk	<i>Accipiter</i>	<i>cooperii</i>	
Dark-eyed Junco	<i>Junco</i>	<i>hyemalis</i>	Special Interest
Dickcissel	<i>Spiza</i>	<i>americana</i>	
Double-crested Cormorant	<i>Phalacrocorax</i>	<i>auritus</i>	
Downy Woodpecker	<i>Picoides</i>	<i>pubescens</i>	
Dunlin	<i>Calidris</i>	<i>alpina</i>	
Dusky Canada Goose	<i>Branta</i>	<i>canadensis occidentalis</i>	
Eastern Bluebird	<i>Sialia</i>	<i>sialis</i>	
Eastern Kingbird	<i>Tyrannus</i>	<i>tyrannus</i>	
Eastern Meadowlark	<i>Sturnella</i>	<i>magna</i>	
Eastern Phoebe	<i>Sayornis</i>	<i>phoebe</i>	
Eastern Screech Owl	<i>Megascops</i>	<i>asio</i>	
Eastern Towhee	<i>Pipilo</i>	<i>erythrophthalmus</i>	
Eastern Wood Pewee	<i>Contopus</i>	<i>virens</i>	
European Starling	<i>Sturnus</i>	<i>vulgaris</i>	
Field Sparrow	<i>Spizella</i>	<i>pusilla</i>	
Forster's Tern	<i>Sterna</i>	<i>forsteri</i>	
Fox Sparrow	<i>Passerella</i>	<i>iliaca</i>	
Gadwall	<i>Anas</i>	<i>strepera</i>	Special Interest
Golden-crowned Kinglet	<i>Regulus</i>	<i>satrapa</i>	Special Interest
Golden-winged Warbler	<i>Vermivora</i>	<i>chrysoptera</i>	
Grasshopper Sparrow	<i>Ammodramus</i>	<i>savannarum</i>	
Gray Catbird	<i>Dumetella</i>	<i>carolinensis</i>	
Great Black-backed Gull	<i>Larus</i>	<i>marinus</i>	
Great Blue Heron	<i>Ardea</i>	<i>herodias</i>	
Great Crested Flycatcher	<i>Myiarchis</i>	<i>crinitus</i>	
Great Egret	<i>Ardea</i>	<i>alba</i>	Species of Concern
Great Horned Owl	<i>Bubo</i>	<i>virginianus</i>	
Greater Scaup	<i>Aythya</i>	<i>marila</i>	

Greater Snow Goose	<i>Chen</i>	<i>caerulescens</i>	
Greater Yellowlegs	<i>Tringa</i>	<i>melanoleuca</i>	
Green Heron	<i>Butorides</i>	<i>virescens</i>	
Green-winged Teal	<i>Anas</i>	<i>crecca</i>	Special Interest
Hairy Woodpecker	<i>Picoides</i>	<i>villosus</i>	
Henslow's Sparrow	<i>Ammodramus</i>	<i>henslowii</i>	
Herring Gull	<i>Larus</i>	<i>argentatus</i>	
Hooded Merganser	<i>Lophodytes</i>	<i>cucullatus</i>	
Hooded Warbler	<i>Setophaga</i>	<i>citrina</i>	
Horned Grebe	<i>Spizella</i>	<i>pusilla</i>	
Horned Lark	<i>Eremophila</i>	<i>alpestris</i>	
House Finch	<i>Carpodacus</i>	<i>mexicanus</i>	
House Sparrow	<i>Passer</i>	<i>domesticus</i>	
House Wren	<i>Troglodytes</i>	<i>aedon</i>	
Hudsonian Godwit	<i>Limosa</i>	<i>haemastica</i>	
Indigo Bunting	<i>Passerina</i>	<i>cyanea</i>	
Kentucky Warbler	<i>Oporornis</i>	<i>formosus</i>	
Killdeer	<i>Charadrius</i>	<i>vociferus</i>	
King Rail	<i>Rallus</i>	<i>elegans</i>	
Lark Sparrow	<i>Chondestes</i>	<i>grammacus</i>	
Least Bittern	<i>Ixobrychus</i>	<i>exilis</i>	Threatened
Least Flycatcher			
Least Sandpiper	<i>Calidris</i>	<i>minutilla</i>	
Lesser Scaup	<i>Aythya</i>	<i>affinis</i>	
Lesser yellowlegs	<i>Tringa</i>	<i>flavipes</i>	
Little Gull	<i>Hydrocoloeus</i>	<i>minutus</i>	
Loggerhead Shrike	<i>Lanius</i>	<i>ludovicianus</i>	
Long-tailed Duck	<i>Clangula</i>	<i>hyemalis</i>	
Magnolia Warbler	<i>Dendroica</i>	<i>magnolia</i>	Special Interest
Mallard	<i>Anas</i>	<i>platyrhynchos</i>	
Marbled Godwit	<i>Limosa</i>	<i>fedoa</i>	
Marsh Wren	<i>Cistothorus</i>	<i>palustris</i>	Species of Concern
Mottled Duck	<i>Anas</i>	<i>fulvigula</i>	
Mourning Dove	<i>Zenaida</i>	<i>macroura</i>	
Mourning Warbler	<i>Oporornis</i>	<i>philadelphia</i>	Special Interest
Mute Swan	<i>Cygnus</i>	<i>olor</i>	
Nashville Warbler	<i>Oreothlypis</i>	<i>ruficapilla</i>	Special Interest
Northern Bobwhite	<i>Colinus</i>	<i>virginianus</i>	
Northern Cardinal	<i>Cardinalis</i>	<i>cardinalis</i>	

Northern Flicker	<i>Colaptes</i>	<i>auratus</i>	
Northern Harrier	<i>Circus</i>	<i>hudsonius</i>	
Northern Pintail	<i>Anas</i>	<i>acuta</i>	Special Interest
Northern Rough-winged Swallow	<i>Stelgidopteryx</i>	<i>serripennis</i>	
Northern shoveler	<i>Anas</i>	<i>clypeata</i>	Special Interest
Orchard Oriole	<i>Icterus</i>	<i>spurius</i>	
Ovenbird	<i>Seiurus</i>	<i>aurocapillus</i>	
Pacific Brant	<i>Branta</i>	<i>bernicla</i>	
Pacific Greater White-fronted Goose	<i>Anser</i>	<i>albifrons</i>	
Palm Warbler	<i>Dendroica</i>	<i>palmarum</i>	
Pectoral Sandpiper	<i>Calidris</i>	<i>melanotos</i>	
Peregrine falcon	<i>Falco</i>	<i>peregrinus</i>	
Pied-billed Grebe	<i>Podilymbus</i>	<i>podiceps</i>	
Pileated Woodpecker	<i>Dryocopus</i>	<i>pileatus</i>	
Pine siskin	<i>Carduelis</i>	<i>pinus</i>	Special Interest
Piping Plover	<i>Charadrius</i>	<i>melodus</i>	
Prairie Warbler	<i>Dendroica</i>	<i>discolor</i>	
Prothonotary Warbler	<i>Protonotaria</i>	<i>citrea</i>	Species of Concern
Purple Finch	<i>Carpodacus</i>	<i>purpureus</i>	Special Interest
Purple Martin	<i>Progne</i>	<i>subis</i>	
Red knot (rufa)	<i>Calidris</i>	<i>canutus</i>	
Red-bellied Woodpecker	<i>Melanerpes</i>	<i>carolinus</i>	
Red-breasted Merganser	<i>Mergus</i>	<i>serrator</i>	
Red-eyed Vireo	<i>Vireo</i>	<i>olivaceus</i>	
Redhead	<i>Aythya</i>	<i>americana</i>	Special Interest
Red-headed Woodpecker	<i>Melanerpes</i>	<i>erythrocephalus</i>	Species of Concern
Red-shouldered Hawk	<i>Buteo</i>	<i>lineatus</i>	
Red-tailed Hawk	<i>Buteo</i>	<i>jamaicensis</i>	
Red-winged Blackbird	<i>Agelaius</i>	<i>phoeniceus</i>	
Ring-billed Gull	<i>Larus</i>	<i>delawarensis</i>	
Ring-necked Duck	<i>Aythya</i>	<i>collaris</i>	
Ring-necked Pheasant	<i>Phasianus</i>	<i>colchicus</i>	
Rock Pigeon	<i>Columba</i>	<i>livia</i>	
Rose-breasted Grosbeak	<i>Pheucticus</i>	<i>ludovicianus</i>	
Ruby-crowned Kinglet	<i>Regulus</i>	<i>calendula</i>	

Ruby-throated Hummingbird	<i>Archilochus</i>	<i>colubris</i>	
Ruddy Duck	<i>Oxyura</i>	<i>jamaicensis</i>	Special Interest
Ruffed Grouse	<i>Bonasa</i>	<i>umbellus</i>	Species of Concern
Rusty Blackbird	<i>Euphagus</i>	<i>carolinus</i>	
Sanderling	<i>Calidris</i>	<i>alba</i>	
Sandhill crane	<i>Grus</i>	<i>canadensis</i>	Threatened
Savannah Sparrow	<i>Passerculus</i>	<i>sandwichensis</i>	
Scarlet Tanager	<i>Piranga</i>	<i>olivacea</i>	
Sedge Wren	<i>Cistothorus</i>	<i>platensis</i>	Species of Concern
Semipalmated Sandpiper	<i>Calidris</i>	<i>pusilla</i>	
Sharp-shinned hawk	<i>Accipiter</i>	<i>striatus</i>	Species of Concern
Short-Billed Dowitcher	<i>Limnodromus</i>	<i>griseus</i>	
Short-eared Owl	<i>Asio</i>	<i>flammeus</i>	
Snowy Egret	<i>Egretta</i>	<i>thula</i>	Endangered
Snowy Plover	<i>Charadrius</i>	<i>alexandrinus</i>	
Solitary Sandpiper	<i>Tringa</i>	<i>solitaria</i>	
Song Sparrow	<i>Melospiza</i>	<i>melodia</i>	
Sora	<i>Porzana</i>	<i>carolina</i>	Species of Concern
Spotted Sandpiper	<i>Actitis</i>	<i>macularius</i>	
Stilt Sandpiper	<i>Calidris</i>	<i>himantopus</i>	
Swainson's Thrush	<i>Catharus</i>	<i>ustulatus</i>	
Swamp Sparrow	<i>Melospiza</i>	<i>georgiana</i>	
Tennessee Warbler	<i>Oreothlypis</i>	<i>peregrina</i>	
Tree Swallow	<i>Tachycineta</i>	<i>bicolor</i>	
Trumpeter Swan	<i>Cygnus</i>	<i>buccinator</i>	Threatened
Tufted Titmouse	<i>Baeolophus</i>	<i>bicolor</i>	
Tundra Swan	<i>Cygnus</i>	<i>columbianus</i>	
Turkey Vulture	<i>Cathartes</i>	<i>aura</i>	
Upland Sandpiper	<i>Bartramia</i>	<i>longicauda</i>	
Veery	<i>Catharus</i>	<i>fuscescens</i>	Special Interest
Vesper Sparrow	<i>Zonotrichia</i>	<i>leucophrys</i>	
Virginia Rail	<i>Rallus</i>	<i>limicola</i>	Species of Concern
Warbling Vireo	<i>Vireo</i>	<i>gilvus</i>	
Whimbrel	<i>Numenius</i>	<i>phaeopus</i>	
White-breasted Nuthatch	<i>Sitta</i>	<i>carolinensis</i>	
White-crowned Sparrow	<i>Zonotrichia</i>	<i>leucophrys</i>	

White-eyed Vireo	<i>Vireo</i>	<i>griseus</i>	
White-throated Sparrow	<i>Zonotrichia</i>	<i>albicollis</i>	
White-winged Scoter	<i>Melanitta</i>	<i>deglandi</i>	
Wild Turkey	<i>Meleagris</i>	<i>gallopavo</i>	
Willow Flycatcher	<i>Empidonax</i>	<i>traillii</i>	
Wilson's Phalarope	<i>Phalaropus</i>	<i>tricolor</i>	
Wilson's Snipe	<i>Gallinago</i>	<i>delicata</i>	Special Interest
Wilson's Warbler			
Winter Wren	<i>Troglodytes</i>	<i>hiemalis</i>	Special Interest
Wood Duck	<i>Aix</i>	<i>sponsa</i>	
Wood Thrush	<i>Hylocichla</i>	<i>mustelina</i>	
Worm-eating Warbler	<i>Helmitheros</i>	<i>vermivorum</i>	
Yellow Rail	<i>Coturnicops</i>	<i>noveboracensis</i>	
Yellow Warbler	<i>Setophaga</i>	<i>petechia</i>	
Yellow-bellied Sapsucker	<i>Sphyrapicus</i>	<i>varius</i>	Special Interest
Yellow-billed Cuckoo	<i>Coccyzus</i>	<i>americanus</i>	
Yellow-breasted Chat	<i>Icteria</i>	<i>virens</i>	
Yellow-rumped Warbler	<i>Dendroica</i>	<i>coronata</i>	
Yellow-throated Vireo	<i>Vireo</i>	<i>flavifrons</i>	

## APPENDIX C: MAPS

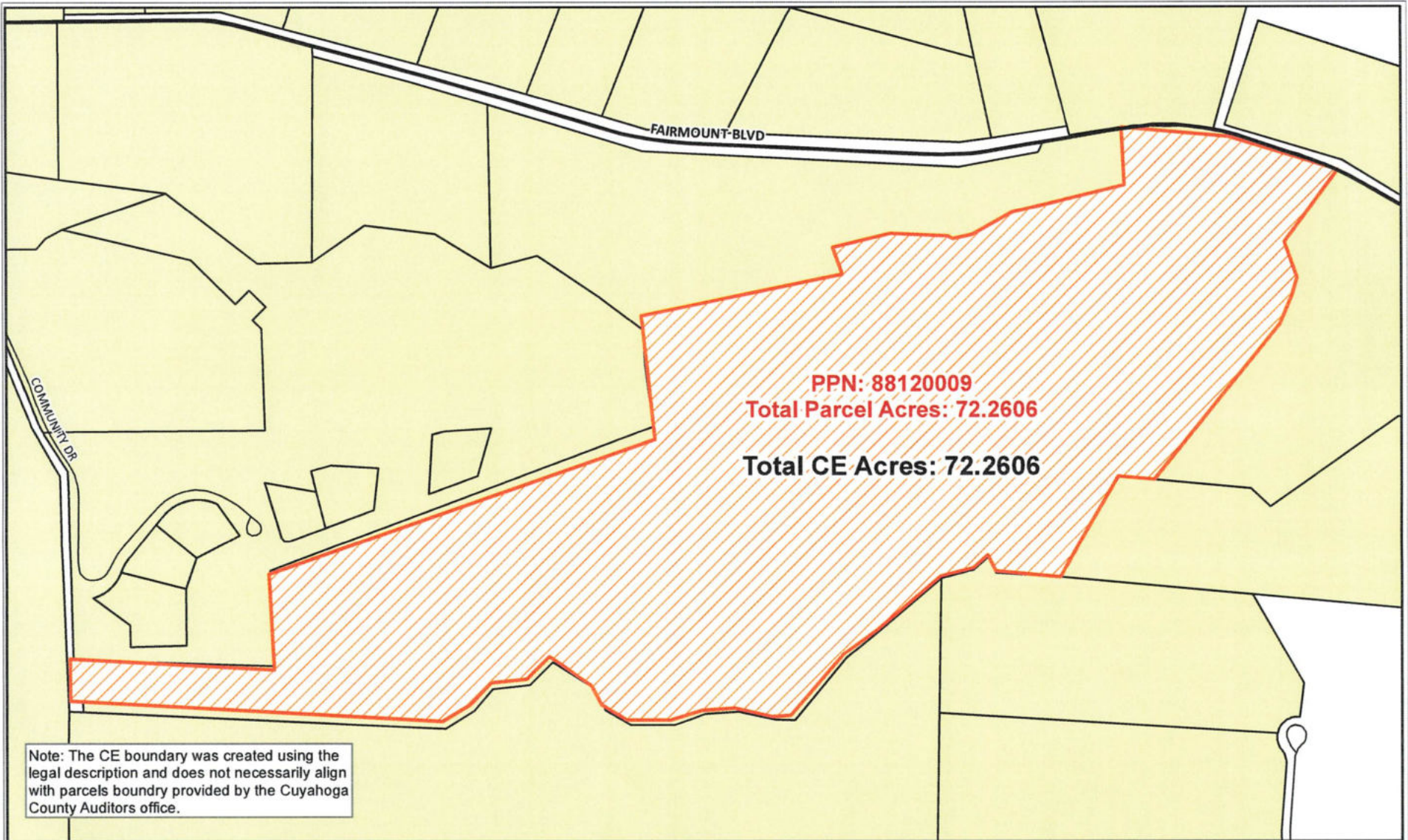
### MAP LIST

Property Identification  
Watershed Location  
Location  
Aerial View I  
Aerial View II  
Soils  
Topography  
Land Cover  
Existing Conditions  
Future Improvements Area  
Photo Points

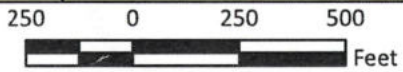
**Disclaimer:** The maps included in this appendix are not legal surveys and should not be construed as such. The maps assist the Land Conservancy in its efforts to depict the boundaries of the CE, the regional property location, neighboring property boundaries, potential encroachments, areas of reserved and/or excluded rights, habitats, and other important existing conditions and property features related to the terms of the CE. Property boundaries, while approximate, were established using the best available information, which may include: publicly and privately available local, county, state and federal GIS data, legal surveys, tax maps, field mapping using GPS, and other sources.

The legal boundary of the CE is derived from the legal description that is an exhibit to the CE document. The Land Conservancy attempts to make all maps match the legal description as closely as possible.









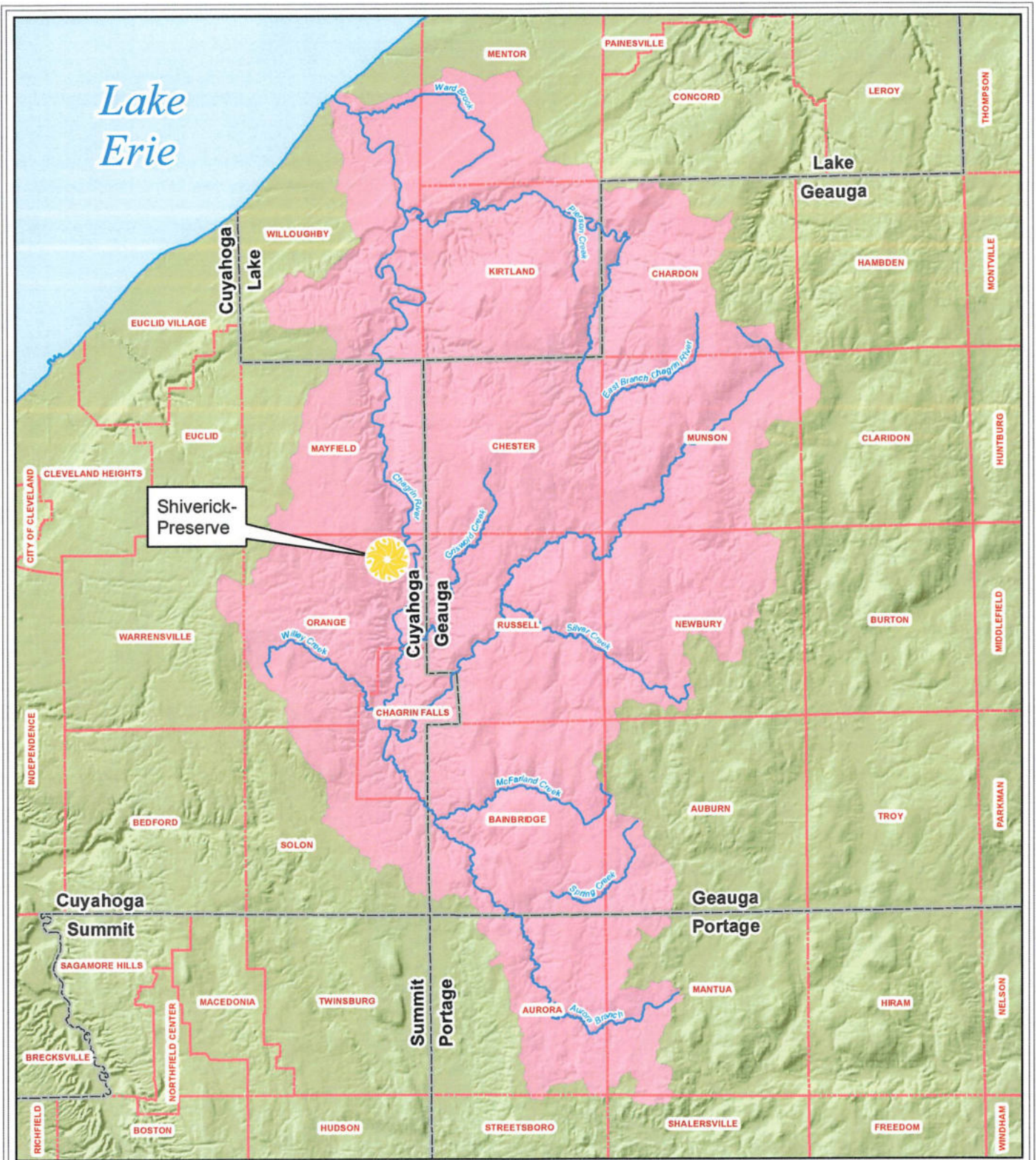
Note: The CE boundary was created using the legal description and does not necessarily align with parcels boundary provided by the Cuyahoga County Auditors office.



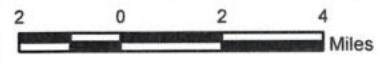
Map Created 8/31/2022 sw

Property Identification: Shiverick - Preserve CE Property - BDR

-  Shiverick Preserve CE Parcel: 72.2606 acres
-  Cuyahoga Co. Parcels
-  County & Township Roads
-  Municipal Roads



Shiverick-Preserve

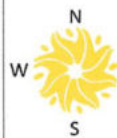
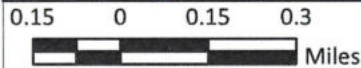
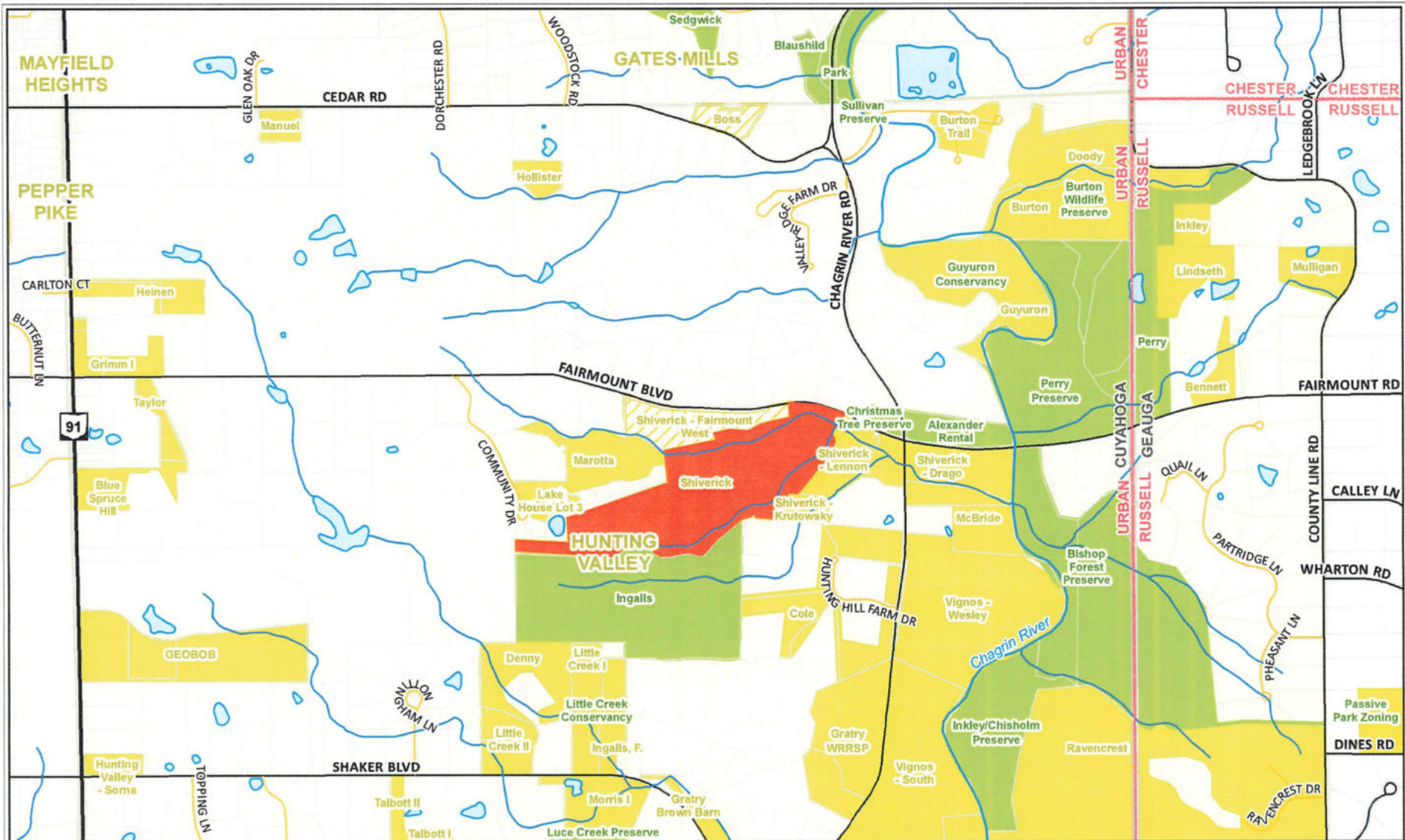


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Map Created  
04/14/2015 sw

**Watershed: Shiverick-Preserve CE Property - BDR**

- County Boundaries
- Chagrin River Watershed
- NHD - Named Streams/Rivers
- Township Boundaries
- Lake Erie

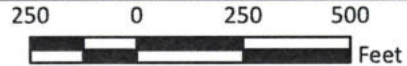
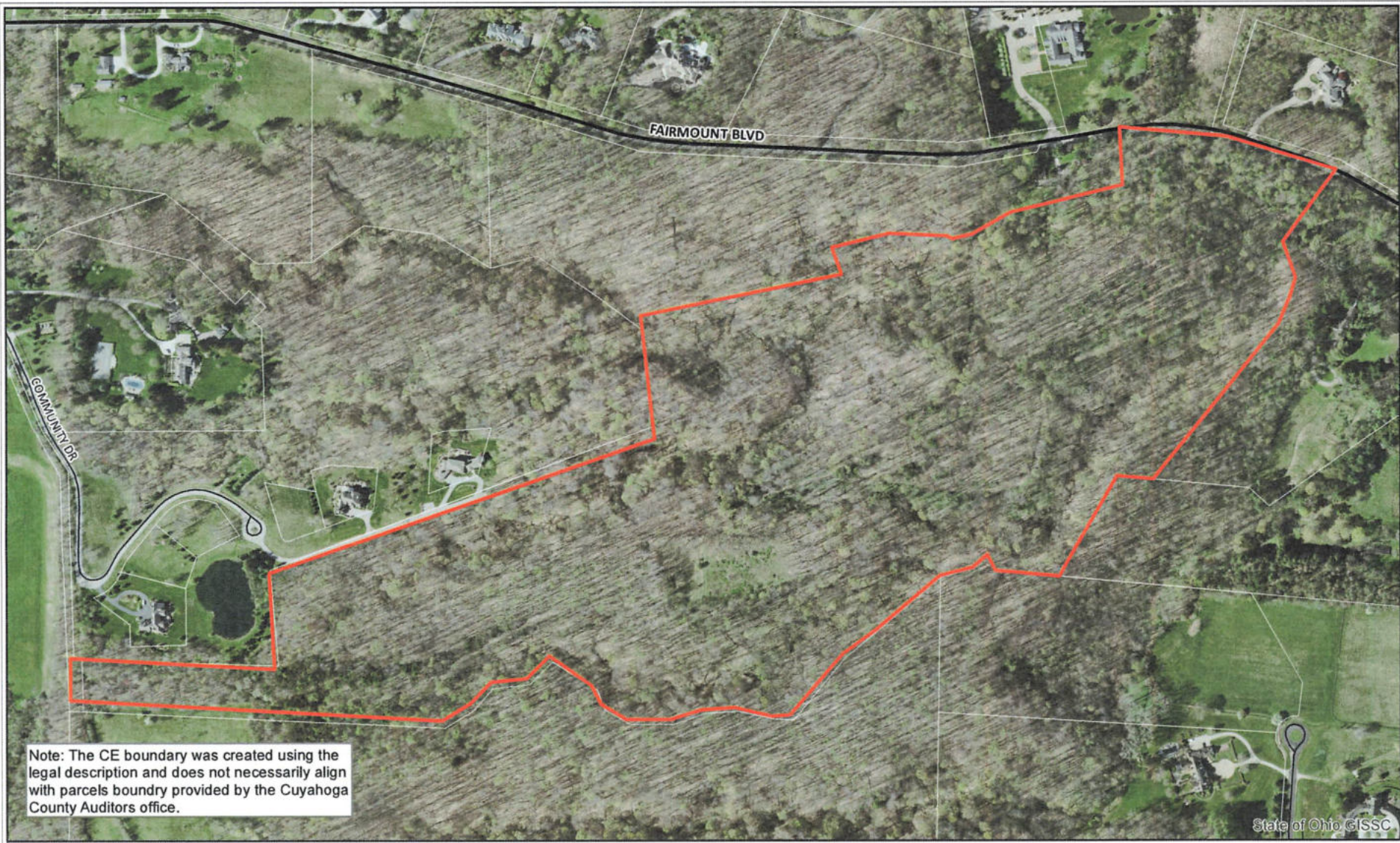


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Map Created 8/31/2022 sw

### Location: Shiverick - Preserve CE Property - BDR





- |   |   |                         |                         |                            |
|---|---|-------------------------|-------------------------|----------------------------|
| Shiverick Preserve CE Boundary: 72.2606 acres | Township Boundaries                       | Pending WRLC Properties | County & Township Roads | NHD - Lake/Pond/Reservoir  |
| Parcels                                       | County Boundaries                         | Parks and Managed Areas | Municipal Roads         | NHD - Named Streams/Rivers |
| Municipal Boundaries                          | The Land Conservancy Protected Properties | State Highways          |                         |                            |

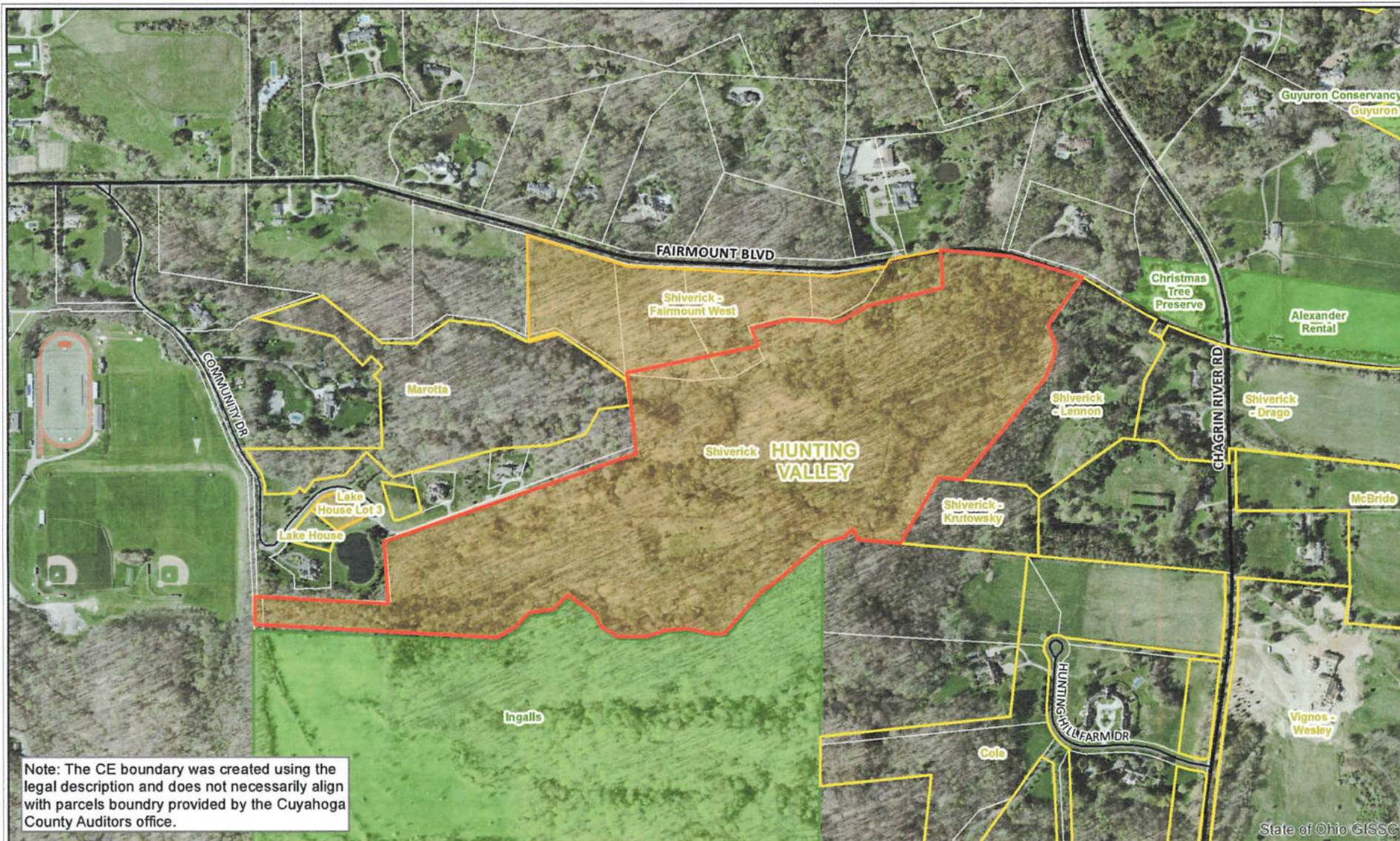


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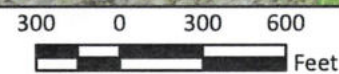
2017 Aerial Photo (OSIP)  
Map Created 8/31/2022 sw

**Aerial View I: Shiverick - Preserve CE Property - BDR**

-  Shiverick Preserve CE Boundary: 72.2606 acres
-  County & Township Roads
-  Cuyahoga Co. Parcels
-  Municipal Roads



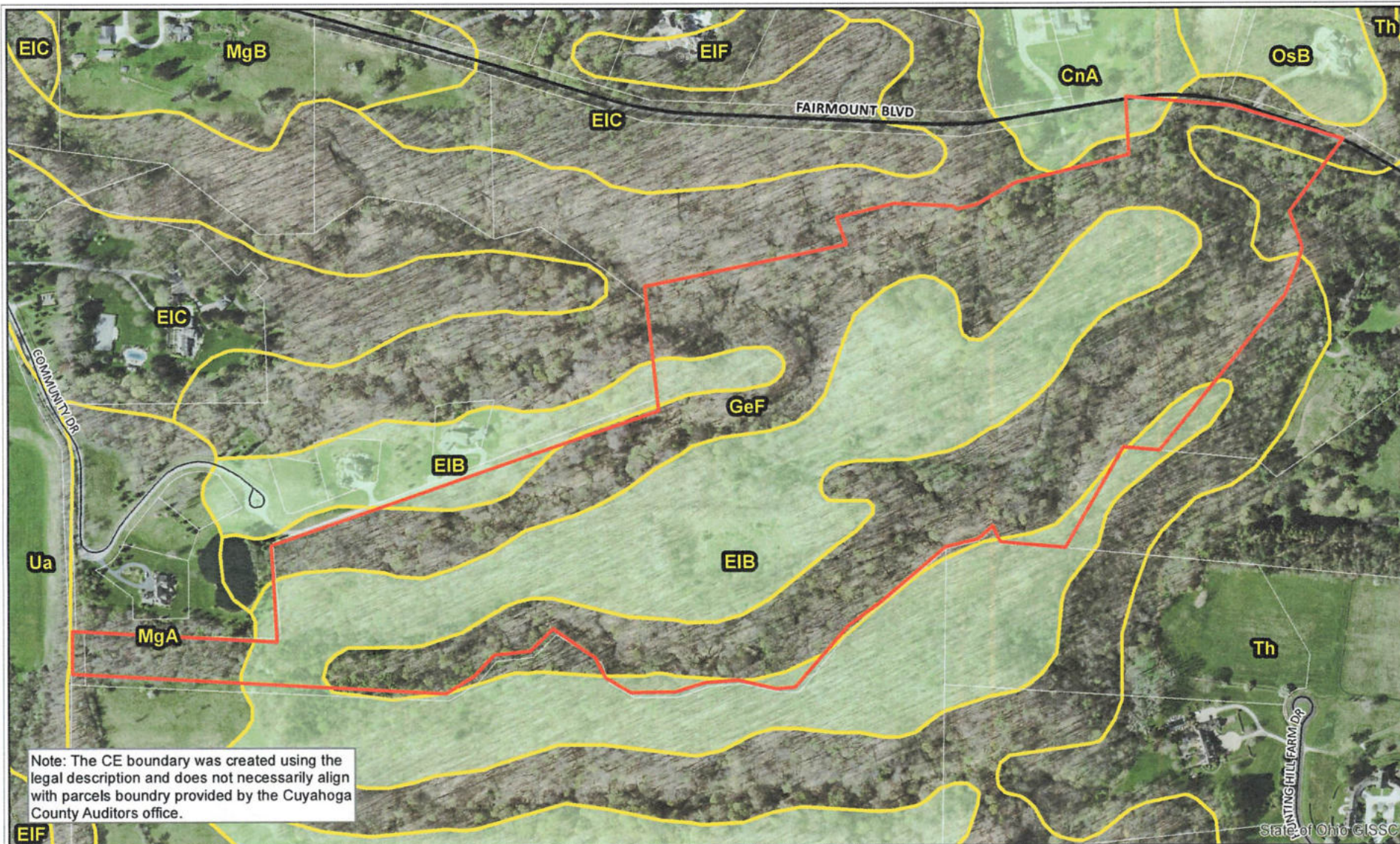
Note: The CE boundary was created using the legal description and does not necessarily align with parcels boundary provided by the Cuyahoga County Auditors office.



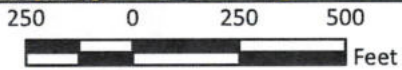
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2017 Aerial Photo (OSIP)  
Map Created 8/31/2022 sw

### Aerial View II: Shiverick - Preserve CE Property - BDR

- Shiverick Preserve CE Boundary: 72.2606 acres
- The Land Conservancy Protected Properties
- Parks and Managed
- Municipal Roads
- Cuyahoga Co. Parcels
- Pending WRLC Properties
- County & Township Roads



Note: The CE boundary was created using the legal description and does not necessarily align with parcels boundary provided by the Cuyahoga County Auditors office.

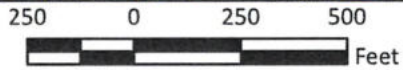
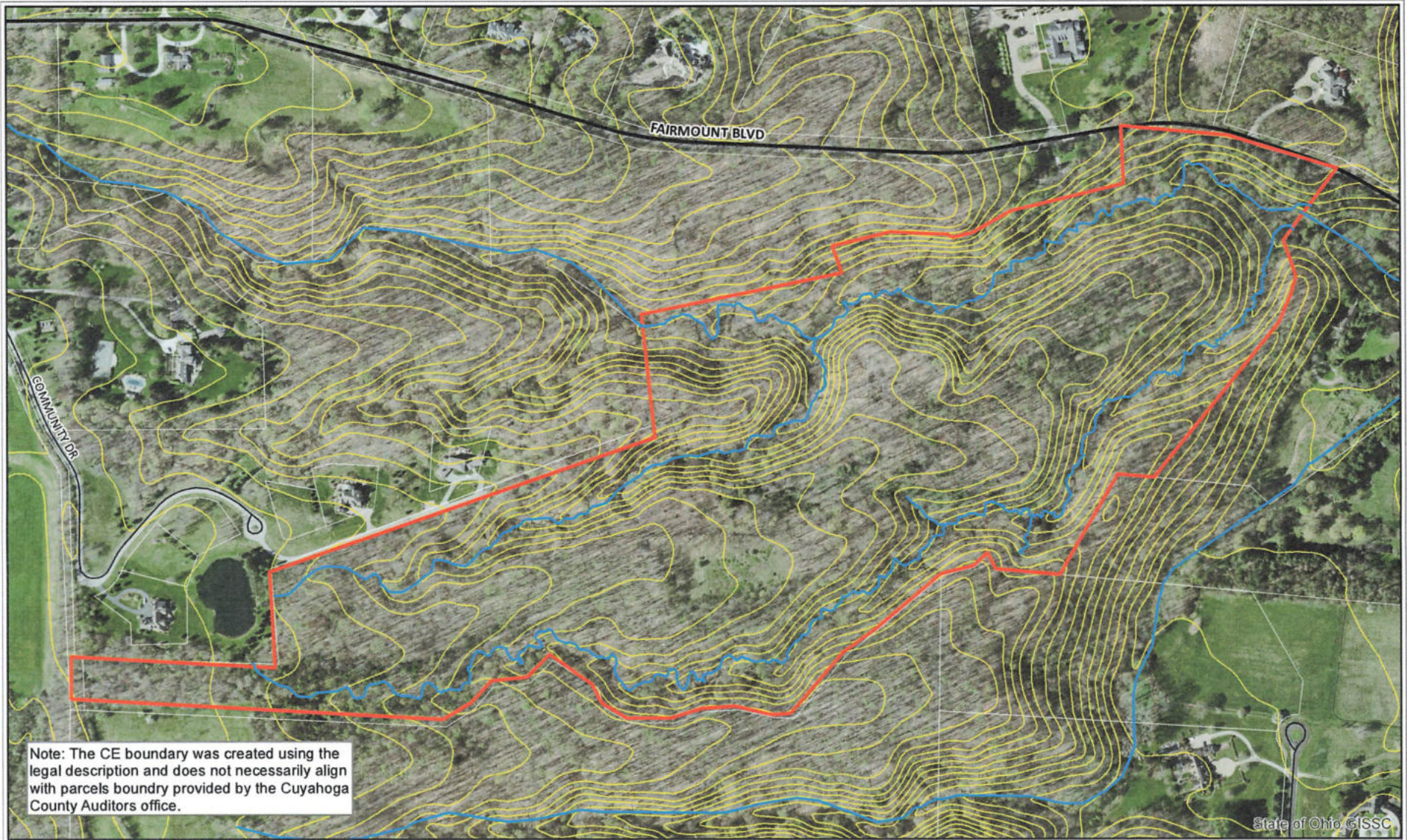


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2017 Aerial Photo (OSIP)  
Map Created 8/31/2022 sw

**Soils: Shiverick - Preserve CE Property - BDR**

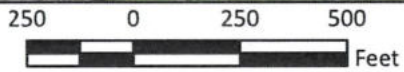
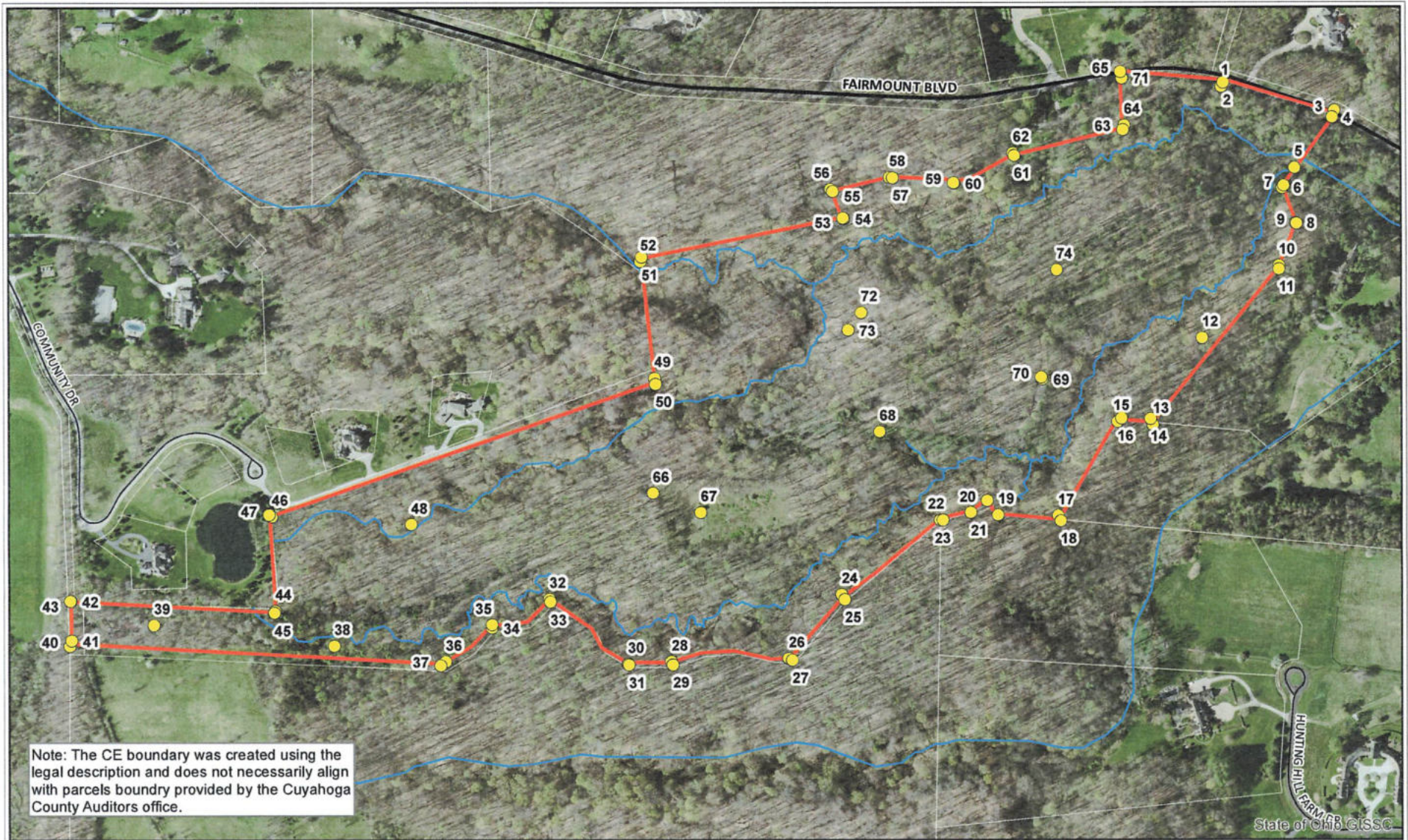
- Shiverick Preserve CE Boundary: 72.2606acres
- USA Soils Map Units
- County & Township Roads
- All areas are prime farmland
- Municipal Roads




  
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 Map Created 8/31/2022 sw







### Topography: Shiverick - Preserve CE Property - BDR

-  Shiverick Preserve CE Boundary: 72.2606 acres
-  Contours - 10 ft - USGS
-  Municipal Roads
-  Cuyahoga Co. Parcels
-  County & Township Roads
-  Streams

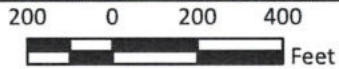
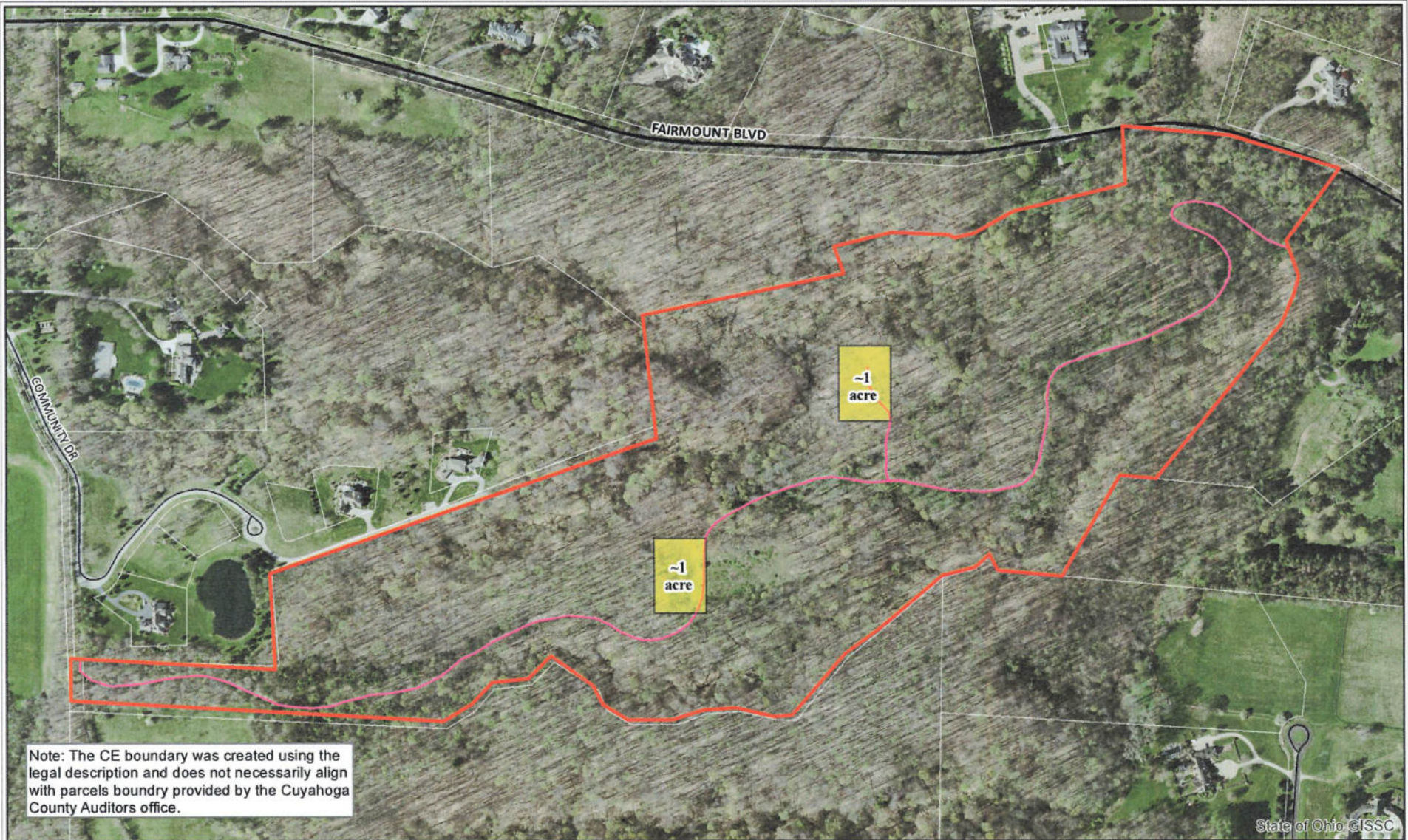



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 Map Created 8/31/2022 sw

**Photo Points: Shiverick - Preserve CE Property - BDR**

	Shiverick Preserve CE Boundary: 72.2606 acres		Photo Points 7/24/2022		Municipal Roads
	Cuyahoga Co. Parcels		County & Township Roads		Streams





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Map Created 8/31/2022 sw

### Future Improvements Area: Shiverick - Preserve CE Property - BDR

- Shiverick Preserve CE Boundary: 72.2606 acres
- Future Improvements Area: ~1 acre each area
- County & Township Roads
- Cuyahoga Co. Parcels
- Access Drive
- Municipal Roads



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## **EXHIBIT B**

Baseline Documentation Report

**SHIVERICK – PRESERVE CE PROPERTY**

in

Village of Hunting Valley, Cuyahoga County, Ohio

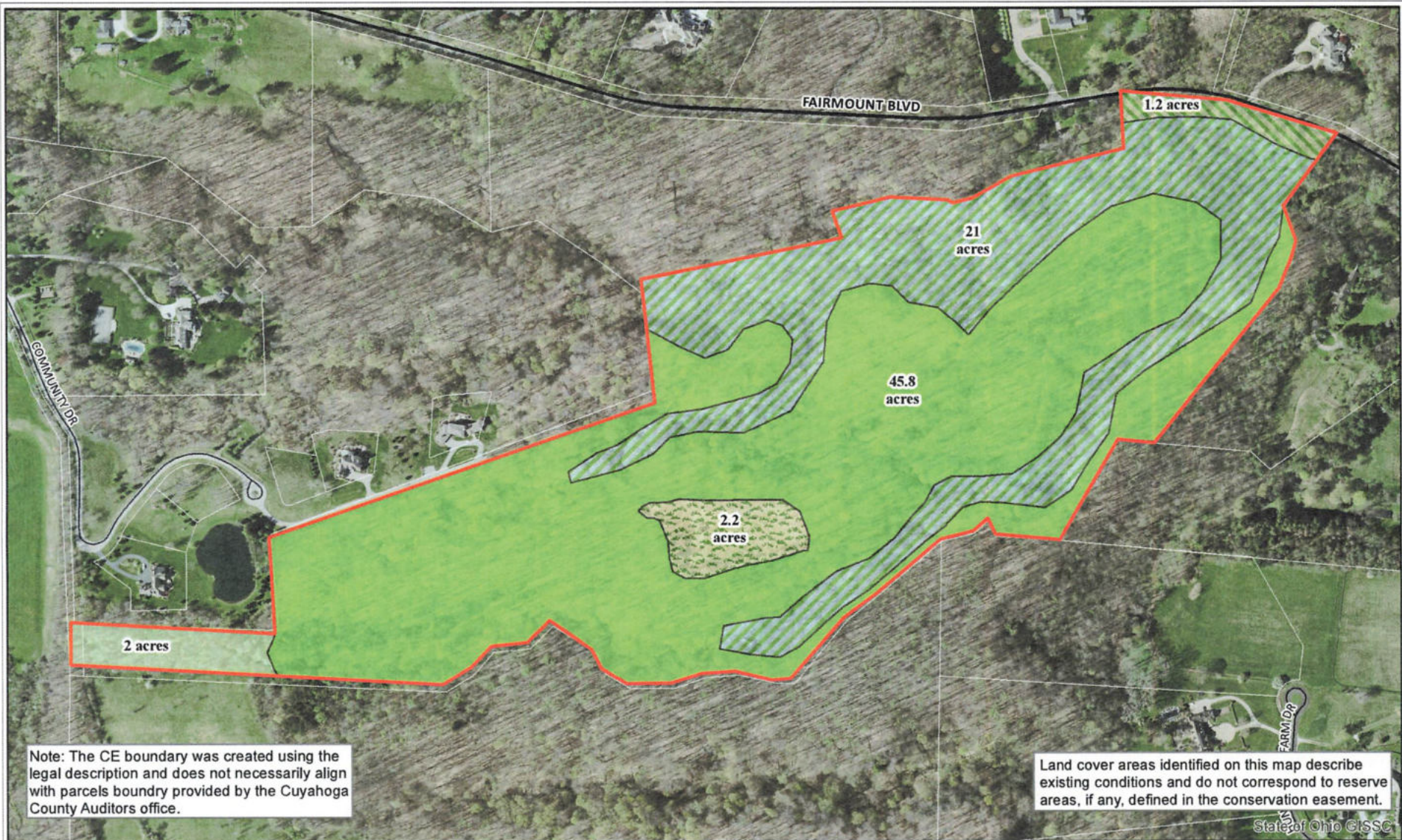
Report Prepared By: Shane Wohlken

Date of Site Visit: June 24, 2022

Date Finalized: September 2, 2022

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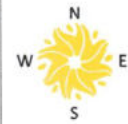
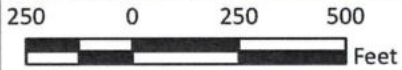
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Note: The CE boundary was created using the legal description and does not necessarily align with parcels boundary provided by the Cuyahoga County Auditors office.

Land cover areas identified on this map describe existing conditions and do not correspond to reserve areas, if any, defined in the conservation easement.

State of Ohio C/SSC

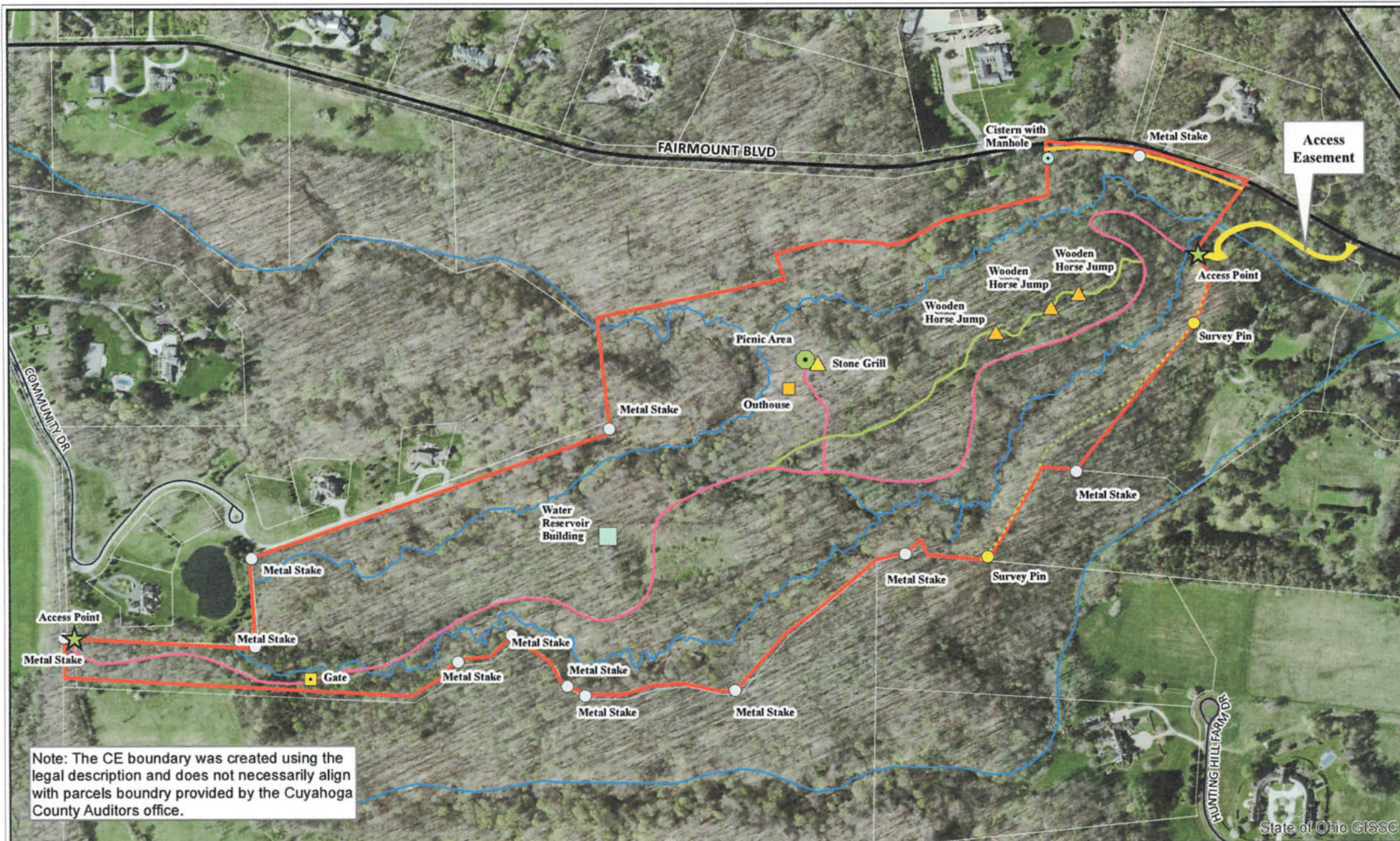


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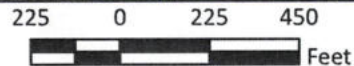
2017 Aerial Photo (OSIP)  
Map Created 8/31/2022 sw

**Land Cover: Shiverick - Preserve CE Property - BDR**

- Shiverick Preserve CE Boundary: 72.2606 acres
- Cuyahoga Co. Parcels
- Early/Mid-Successional Mixed Hardwood Forest: ~2.0 acres
- Mid-Successional Mixed Hardwood/Pine Forest: ~1.2 acres
- Mixed Upland Scrub-Shrub with Meadow: ~2.2 acres
- Mature Maple-Beech-Oak Forest: ~45.8 acres
- Mature Mixed Lowland Hardwood Forest: ~21.0 acres
- County & Township Roads
- Municipal Roads



Note: The CE boundary was created using the legal description and does not necessarily align with parcels boundary provided by the Cuyahoga County Auditors office.




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 Map Created 8/31/2022 sw

### Existing Conditions: Shiverick - Preserve CE Property - BDR

- |   |                          |                      |                         |               |
|---|--------------------------|----------------------|-------------------------|---------------|
| Shiverick Preserve CE Boundary: 72.2606 acres | Gate                     | Stone Grill          | Survey Pin              | Access Drive  |
| Cuyahoga Co. Parcels                          | Water Reservoir Building | Cistern with Manhole | Streams                 | Foot Trail    |
| Access Easement                               | Outhouse                 | Wooden Horse Jump    | County & Township Roads | Horse Trail   |
| Access Point                                  | Picnic Area              | Metal Stake          | Municipal Roads         | Utility Lines |

## **SECTION 1: INTRODUCTION**

### **1.1 PURPOSE**

This Baseline Documentation Report (“BDR”) is being prepared as an exhibit to the Conservation Easement (“CE”). The Purpose of the BDR is to describe the existing conditions and the conservation values on the Protected Property at the time of the grant of the CE. The BDR is used by the Grantor and Grantee primarily for monitoring and enforcing the terms of the CE.

Western Reserve Land Conservancy (the “Land Conservancy”) has a standard practice of preparing BDRs for CEs. This practice helps ensure that BDRs are created in a consistent manner and include the necessary details for monitoring and enforcing the terms of the CE. The BDR site visit and completion of the BDR document are done as close to recording of the CE as possible. The BDR is created and kept in the course of the Land Conservancy’s regularly conducted business, and it is the organization’s practice to create and maintain the BDR as one of its records. The information in this BDR is as complete and accurate as possible based on at least one property visit and property research using available resources.

In order to be eligible to receive a federal tax deduction in connection with the grant of a CE, the federal Treasury Regulations require the Grantor to provide the Grantee with a BDR at the time the CE is granted. If the Grantor decides to file for a tax deduction in connection with the grant of the CE, then it is the Grantor’s sole responsibility to ensure that the BDR meets the IRS requirements. The Grantor approves the BDR by signing the Acknowledgement of Condition page within this document.

### **1.2 STATEMENT OF QUALIFICATIONS**

The Land Conservancy ensures that all BDRs are written by qualified professionals. The organization employs individuals with undergraduate and graduate-level degrees and training in various fields of biology, environmental planning, law, Geographic Information System (“GIS”), soil/water conservation, and other related degrees. All individuals involved in creating BDRs are trained in collecting the appropriate field data and information for documenting conservation values. All BDRs are drafted by individuals that have direct knowledge of the Protected Property or by individuals that have been provided information by someone with direct knowledge of the Protected Property.

### **1.3 GENERAL INFORMATION & SUMMARY OF FUNDING SOURCES & PROPERTY RESTRICTIONS**

#### **General Information**

For the purpose of this document, the property being protected by the CE is referred to by the property name referenced on the title page or as the “Protected Property”.

On June 24, 2022, Shane Wohlken, Land Steward – Central Region for the Land Conservancy, visited the Shiverick – Fairmount West property to establish a BDR of the Protected Property. During the site visit, they walked the Protected Property and took photos at the property corners and other significant locations.

#### **Summary of Funding Sources and Property Restrictions**

The Grantor applied for and received a Clean Ohio grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (“OPWC”). In connection with Grantor’s application for the grant, the Grantor proposed to use the grant funds for open space acquisition to protect and enhance riparian corridors, as set forth more specifically in its application. As a condition to Grantor’s

receipt of the grant funds, the Grantor has agreed to restrict the use of the Protected Property as set forth in the Conservation Easement, with the intent that such restrictions run with the land.

The Grantor also applied for and received a H2Ohio grant from the State of Ohio, Department of Natural Resources ("ODNR"), acting by and through its Director. The grants funds were awarded for the purpose of acquiring approximately 72.2 acres of real property in floodplain along the main stem of the Chagrin River. The Grantor has agreed to secure a conservation easement on the Protected Property and prohibit any activity or construction on the Protected Property in perpetuity.

Protection of the Protected Property was also made possible through funding provided by the Great Lakes Restoration Initiative ("GLRI") grant, a program established to target the most significant environmental problems in the Great Lakes ecosystem, for the purpose of long-term habitat protection within the Upper Mississippi River & Great Lakes Joint Venture Bird Conservation Region.

**SECTION 2: GRANTOR INFORMATION**

Grantor: Western Reserve Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44021-1131

**SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION**

Role: Property Owner

Name: Natural Areas Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.528.4150

Role: Property Manager

Name: Dale Dunford

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.528.4161

E-mail: ddunford@wrlandconservancy.org

Role: Grant Administrator for Clean Ohio

Name: Ohio Public Works Commission, Attn: Director

Address: 65 East State Street, suite 312, Columbus, OH 43215

Phone: 614.466.0880

**SECTION 4: GRANTEE INFORMATION**

Name: Natural Areas Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.528.4150

**SECTION 5: PARCEL INFORMATION**

Acres Preserved: 72.2606 (See Exhibit A – the legal description.)

County: Cuyahoga

Municipality: Village of Hunting Valley

Watershed: Chagrin River

HUC 12: 041100030402

HUC 12 Narrative: Griswold Creek-Chagrin River

HUC 14: 04110003030010

HUC 14 Narrative: Chagrin River below Aurora Branch to above E. Br.

Protected Property Address: Fairmount Boulevard, Hunting Valley, OH 44022

Adjacent to: The Protected Property is adjacent to private property on the west, east, and south, and most of the north. A portion of the northern boundary is adjacent to Fairmount Boulevard.

Access Notes: Access the Protected Property from the access easement driveway off Fairmount Boulevard located west of the residence at 2710 Chagrin River Road, Hunting Valley, OH 44022 at the corner of Fairmount Boulevard and Chagrin River Road. A secondary access is located off the end of Community Drive just west of the residence at 1 Lake House Lane, Hunting Valley, OH 44022.

Permanent Parcel: Parcel information for this report was gathered from the legal description for the permanent parcel (Exhibit A to the CE).

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Total Parcel Acres	Acres covered by CE
88120009	All	Fairmount Road	72.2606	72.2606
		<b>Total Acres:</b>	72.2606	72.2606

## **SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION**

### **6.1 LOCATION & SURROUNDING LAND USE**

The Protected Property is located on Fairmount Boulevard in the Village of Hunting Valley in Cuyahoga County, OH. The Protected Property is within 1 mile of State Route 91 to the west and within 0.7 miles of the Cuyahoga County and Geauga County boundary to the west. The Land Conservancy protects over 750 acres of high quality forests, wetlands, and Chagrin River floodplain within 1.4 miles of the Protected Property including Hollister to the north-northeast; Guyuron to the northeast; Shiverick-Lennon, Shiverick-Drogo, and Shiverick Krutowsky to the east; McBride, Vignos - Wesley and Cole to the southwest; Shiverick - Fairmount West to the northwest; and Marotta to the southwest. Other nearby protected lands include over 385 acres of Village of Hunting Valley properties within 0.5 miles of the Protected Property including Perry Preserve to the northeast; Alexander Rental to the east; Bishop Forest Preserve and Inkley/Chishlom Preserve to the southeast; and Ingalls to the south. The Protected Property is within the Chagrin River watershed. Topographically, the gently sloping upland areas are divided by steep ravines that extend along Chagrin River tributaries in the northern and southern portions of the Protected Property (see Appendix C: Topography map). The topography is characteristic of the Chagrin River valley.

The surrounding land use consists of large blocks of forested land north, south, east, and portions of the west. Some residential lots are located along the northwestern property boundary.

### **6.2 CURRENT USE(S) & MANAGEMENT OF THE PROTECTED PROPERTY**

The Protected Property is currently managed primarily as a natural area with high quality upland and lowland forests, as well as an upland scrub-shrub habitat with meadow. A small clearing in the forest with a picnic area and outhouse is located in the central-north portion of the Protected Property and a water



reservoir building is located in central-west portion at the northwestern corner of the scrub-shrub habitat with meadow.

### **6.3 PAST USE(S) OF THE PROTECTED PROPERTY**

In order to understand past uses on the Protected Property, the Land Conservancy reviewed historical aerial photos and noted any evidence of past uses during the BDR visit. Based on reviewing historical aerial photography provided by Google Earth Pro and NETROnline, it appears that the uses of the Protected Property have not changed significantly in the last 70 years.

## **SECTION 7: PROTECTED PROPERTY INVENTORY**

(Refer to the Photo Point Photos section and Appendix C: Maps for visual depictions of some of the following Protected Property features.)

### **7.1 RESIDENTIAL AREAS, STRUCTURES, AND/OR OTHER CONSTRUCTED FEATURES**

#### *Central – North Future Improvements Area*

- Picnic Area Clearing with a Mortared Stone Grill – (Photo Point 72) – A picnic area clearing is located in the north-central portion of the Protected Property with a mortared stone grill is located at the eastern edge of the clearing. The grill is in moderately good condition.
- Outhouse and Stone Bench – (Photo Point 73) – A wooden outhouse with a metal sheet roof is located at the southwestern corner of the picnic area clearing. The outhouse is in good condition. A small stacked stone bench is located next to the outhouse overlooking the ravine to the north.

#### *Central – West Future Improvements Area*

- Water Reservoir Building – (Photo Point 66) – A wooden building houses a water reservoir located in the northwestern corner of the scrub-shrub habitat in the central-west portion of the Protected Property. Based on the outside appearance, the building is in fair condition.

#### *Outside Future Improvements Areas*

- Gate – (Photo Points 38) – A gate made from a metal chain and two wooden posts is located across the access drive in the western portion of the Protected Property. The gate is in good condition.
- Cistern with a Metal Manhole – (Photo Point 71) – A water cistern with a metal manhole is located along the northwestern property boundary and east of the house in the Shiverick – Fairmount West conservation easement property. The manhole appears to be in moderately good condition.
- 3 Horse Jumps – (Photo Point 73) – Three wooden horse jumps are located along a narrow dirt foot and horse trail that extends through the central and northeastern portions of the Protected Property. The jumps are in fair to moderately good condition.

### **7.2 POWER/UTILITY RIGHTS-OF-WAY**

- Utility lines extend along the northern property boundary along Fairmount Boulevard (Photo Points 1-3). The right-of-way consists of a maintained shoulder in good condition.

### **7.3 OTHER EXISTING EASEMENTS OR RIGHTS-OF-WAY**

- Refer to the updated title commitment on file with the Grantee for the most up to date list of existing easements and/or Rights-of-Way found on the Protected Property.

#### **7.4 ACCESS ROADS & TRAILS**

- A very long gravel access road extends from near the northeastern property corner, through the center of the Protected Property, to the southwestern property corner. The access road provides access to the both Future Improvements Areas (Photo Points 38, 39, 68, 70). The driveway is in moderately good condition.
- A dirt foot and horse trail extends through the central and northeastern portions of the Protected Property (Photo Point 74). There are at least three wooden horse jumps along the trail. The trail is in moderately good condition.
- A dirt foot trail follows the easternmost ridge that extends along the eastern property boundary before exiting the property through the southern property boundary (Photo Point 16). The trail is in moderately good condition.

#### **7.5 GENERAL DISTURBANCES, GARBAGE DUMPS, AND/OR POTENTIAL ENVIRONMENTAL THREATS**

- No general disturbances, garbage dumps, or potential environmental threats were observed at the time of the visit.

#### **7.6 ENCROACHMENTS**

- No encroachments were observed at the time of the visit.

#### **7.7 INVASIVE SPECIES**

- Coltsfoot is found scattered at the edge of the forest along the road, and in some disturbed areas on the slopes of the ravines.
- English ivy is occasionally found near adjacent residences.
- Garlic mustard is found scattered throughout the Protected Property, with the largest concentration along the road.
- Japanese barberry is found occasionally throughout the Protected Property.
- Moneywort is found in the ravines along the streams that extend through the Protected Property.
- Multi-flora rose is found occasionally throughout the Protected Property, but mainly near the road, in the scrub-shrub, in the younger western forest, and in disturbed areas on the slopes of the ravines.
- Myrtle is found in locally dense patches along the access drive.
- Narrow-leaf bittercress is found occasionally in the wetter areas on the slopes of the ravines.
- Privet is found occasionally throughout the Protected Property.
- Reed canarygrass is found occasionally in seeps on the slopes of the ravines.

#### **7.8 MONITORING NOTES**

- The Protected Property is easily accessible from the access road. Most boundaries are easy to traverse, but safe footing on the steep slopes along the ravines can be tricky in places.

### **SECTION 8: LAND COVER SUMMARY**

The Protected Property encompasses approximately 72 acres in total land area and contains mixed upland scrub-shrub with meadow, high quality mature maple-beech forest, early/mid-successional mixed hardwood forest, mid-successional mixed hardwood/pine forest, and mature mixed hardwood lowland forest (see Appendix C: Land Cover map). The acres listed below were calculated using GIS and may not

match the exact acreage of the Protected Property. Refer to the Appendix C: Soils map for the location of soil types on the Protected Property.

Natural Resource / Land Cover	Description
Mixed Upland Scrub-Shrub with Meadow	~ 2.2 acres
Early/Mid-Successional Mixed Hardwood Forest	~ 2.0 acres
Mid-Successional Mixed Hardwood/Pine Forest	~ 1.2 acres
Mature Maple-Beech-Oak Forest	~ 45.9 acres
Mature Pine Forest	~ 0.9 acres
Mature Mixed Hardwood Lowland Forest	~ 21.0 acres
Chagrin River tributaries	~ 11,096 linear feet
Road Frontage	~ 720 linear feet of scenic views

## **SECTION 9: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES**

### **Introduction**

The land cover areas described below and depicted on the “Land Cover” map of Appendix C were defined based on observations during the BDR site visit and based on other available natural resource information for the Protected Property and the area in general. These land cover areas describe existing conditions and do not correspond to reserved areas, if any, defined in the CE. Appendix B contains additional species inventories from John Katko, Tomas Curtis, and the Grantor.

### **Land Cover and Habitats** (Refer to Appendix C: Land Cover map)

#### *Mixed Upland Scrub-Shrub with Meadow* - (Photo Point 67)

The westernmost portion of the scrub-shrub habitat is located in the Future Improvements Area as defined by the CE. The central-southwestern portion of the Protected Property contains approximately 2.2 acres of mixed upland scrub-shrub habitat with meadow species. The scrub-shrub habitat is found in an opening in the surrounding mature maple-beech-oak forest. A section of the access drive passes through the western portion of the habitat. Shrubs found throughout the habitat include crabapple, blackberry, northern dewberry, privet, and multiflora rose. Ash and oak saplings are also common near the tree line. Meadow species include wrinkle-leaf goldenrod, dogbane, Virginia creeper, broadleaf dock, forget-me-not, tall hairy agrimony, enchanter’s nightshade, sensitive fern, common rush, fox sedge, and poison ivy.

#### *Early/Mid-Successional Mixed Hardwood Forest* - (Photo Points 39-44)

The westernmost portion of the Protected Property contains approximately 2 acres of early to mid-successional mixed hardwood forest. The canopy trees range in diameter-at-breast-height (“dbh”) from 4” up to 16” with occasional larger trees along the property boundary. Tree species include sugar maple, red maple, American beech, bitternut hickory, white ash, black cherry, red oak, tuliptree, cucumbertree, quaking aspen, and American elm. The understory is moderately dense to very dense with crabapple, flowering dogwood, hawthorn, Morrow’s honeysuckle, oriental bittersweet, buckthorn, privet, grapevine, and multiflora rose. The groundcover is mostly very young tree saplings and shrubs with some mayapple, bluestem goldenrod, swamp agrimony, sedges, grasses, and poison ivy.

*Mid-Successional Mixed Hardwood/Pine Forest - (Photo Points 1-4, 65)*

The northernmost edge of the Protected Property along Fairmount Boulevard contains approximately 1.2 acres of mid-successional mixed hardwood/pine forest. The canopy trees have a diameter-at-breast-height (dbh) ranging from 12" to 18" with occasional larger trees along the ridge to the south. Tree species include sugar maple, red oak, black cherry, tuliptree, bitternut hickory, white ash, black locust, and American elm, with some white pine and spruce. A large stand of hemlock is found at the eastern end of the forest (Photo Point 4). The understory, particularly along the road, is dense with weeping forsythia, Morrow's honeysuckle, oriental bittersweet, riverbank grapevine, buckthorn, privet, multiflora rose. The groundcover, particularly along the road, is dense with coltsfoot, Virginia knotweed, hedge bindweed, white rattlesnake root, birdsfoot trefoil, broadleaf dock, zig-zag goldenrod, sensitive fern, buttercup, jewelweed, field horsetail, common cinquefoil, tall hairy agrimony, and white avens.

*Mature Maple-Beech-Oak Forest - (Photo Points 7-11, 13-38, 45-50, 68-70, 74)*

A small portion of the forest in the central-north portion of the Protected Property is located in the Future Improvements Area as defined by the CE. The upland ridges that extend between the deep ravines in the western, central, central-northeast, and southeastern portions of the Protected Property contain approximately 45.9 acres of high quality mature maple-beech-oak forest. Most canopy trees range from 18" to 24" dbh with occasional as large as 40", particularly on ridge edges. The forest is dominated by sugar maple, red maple, American beech, and red oak. The eastern portion of the forest has more maple and oak, while the central and western portions have more beech and maple. Most of the beech trees are exhibiting advanced stages of beech leaf disease. Other occasional trees species include black cherry, white ash, tuliptree, cucumbertree, American hornbeam, bitternut hickory, shagbark hickory, sweet birch, bigtooth aspen, and occasional white pine and spruce along the ridges. A small, dense stand of pine and spruce is found in the southwestern corner of the forest. The understory is largely open with scattered hawthorn, mapleleaf viburnum, spicebush, witch-hazel, grapevine, and Japanese barberry. The groundcover is mostly leaf litter with some mayapple, Jack-in-the-pulpit, Virginia creeper, sweet cicely, Christmas fern, spinulose wood fern, American cancer-root, Siberian bugloss, white baneberry, Canada mayflower, bottlebrush grass, blue-eyed grass, partridgeberry, and Solomon's plume. The access drive is densely edged in many places with vinca, pachysandra, hog peanut, Chinese wisteria, and clustered blacksnake root. Small pocket wetlands can be found at the heads of the ephemeral drainages that capture runoff from the upland areas and carry it to the perennial and intermittent streams in the ravines.

*Mature Mixed Hardwood Lowland Forest - (Photo Points 5, 6, 12, 51-64, 69)*

The ravines in the northern and southeastern portions of the Protected Property contain approximately 21.0 acres of mature mixed hardwood lowland forest. The canopy trees range in dbh from 16" to 22". Tree species found throughout the forest include sugar maple, red maple, American beech, red oak, white oak, white ash, American elm, American hornbeam, shagbark hickory, black walnut, basswood, cucumbertree, sassafras, yellow birch, boxelder, cottonwood, willow, sycamore, and hemlock. The understory is moderately dense in places with spicebush, witch-hazel, crabapple, wintercreeper euonymus, mapleleaf viburnum, Japanese snowball, riverbank grapevine, blackberry, privet, Japanese barberry, and multi-flora rose. The groundcover is dense with hooked buttercup, zig-zag goldenrod, bluestem goldenrod, spinulose wood fern, Christmas wood fern, New York wood fern, silvery glade fern, fragrant bedstraw, heartleaf foamflower, bloodroot, American hog peanut, common blue violet, blue skullcap, calico aster, field horsetail, stinging nettle, stickweed, black cohosh, bristly greenbrier, white rattlesnake root, white avens, large-leaved aster, white trillium, Jack-in-the-pulpit, broadleaf dock, heath

woodrush, sweet cicely, whitegrass, garlic mustard, and mosses. The slope is dotted with very wet seeps that are also populated with bur-reed sedge, sensitive fern, Virginia waterleaf, clearweed, white snakeroot, jewelweed, Virginia knotweed, maidenhair fern, and reed canarygrass.

#### *Chagrin River Tributaries - (Photo Points 5, 6, 48)*

The Protected Property contains approximately 11,096 linear feet of a perennial and intermittent tributaries of the Chagrin River. Numerous ephemeral streams with short, steep ravines help drain the upland areas and feed the larger tributaries that pass through the Protected Property. A perennial tributary enters the Protected Property through the northern property boundary, continues east and then northeast along the northern property boundary, and exits the Protected Property through the northeastern property corner. The approximately 8' wide stream exhibits good sinuosity as it flows over a substrate of about 5% boulders, 15% gravel, 25% sand, and 55% cobble. The stream flows through a stable floodplain with riffles, runs, and pools. A long section of the perennial stream has wide, wet banks that are dense with wetland plants including awlfruit sedge, bur-reed sedge, seersucker sedge, clearweed, blue skullcap, cinnamon fern, sensitive fern, maidenhair fern, twoleaf miterwort, moneywort, stinging nettle, jewelweed, willow, sycamore, yellow birch, cottonwood, American elm, black walnut, and boxelder. The stream exits the Protected Property through an old dam located just off the northwestern corner of the Protected Property. The outflow for the dam is open, draining the pond and leaving the streambed and a large build-up of sediment including silt and detritus (Photo Point 5). A short 6' wide intermittent stream flows through the northwestern property boundary and then continues east and northeast through a steep ravine before emptying into the northern perennial stream (Photo Point 48). A longer 8' wide intermittent stream flows east and northeast through a steep ravine along the southern property boundary from the western portion of the Protected Property. Both streams exhibit good sinuosity with a substrate of about 2% boulders, 5% gravel, 15% cobble, 28% detritus, and 50% sand.

For a complete list of species found on the Protected Property during the site visit, refer to Appendix B: Natural Resource Inventory. For the general location of habitats on the Protected Property, refer to Appendix C: Land Cover map.

#### Summary of Conservation Values

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values that add to the rural/natural character of the Village of Hunting Valley. Fairmount Boulevard provides scenic views of the Protected Property's natural areas. The Protected Property has natural resource conservation value based on its 72.2606 acres of diverse habitat for fish and wildlife including high quality mature maple-beech-oak forest, early to mid-successional mixed hardwood forest, mid-successional hardwood/pine forest, mature mixed hardwood lowland forest, mixed upland scrub-shrub and meadow, and a high quality tributaries to the Chagrin River. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. The vegetated and forested buffers along the tributary help control run-off, prevent erosion, and mitigate flooding to downstream properties thus helping to improve water quality in the Chagrin River watershed. Natural areas preservation also promotes groundwater recharge for local aquifers.

#### SECTION 10: PHOTO POINT COORDINATES

Coordinate System: Latitude/Longitude (Decimal Degrees)/Global Positioning System ("GPS") points were taken on June 24, 2022 using a Bad Elf GNSS Surveyor GPS.

Point Number	Latitude	Longitude
1	41.49049	-81.4052
2	41.49053	-81.4052
3	41.49027	-81.4039
4	41.49021	-81.4039
5	41.48977	-81.4044
6	41.4896	-81.4045
7	41.48962	-81.4045
8	41.48929	-81.4044
9	41.48929	-81.4044
10	41.48892	-81.4046
11	41.48889	-81.4046
12	41.48829	-81.4055
13	41.48754	-81.4061
14	41.48759	-81.4061
15	41.48757	-81.4065
16	41.4876	-81.4064
17	41.48676	-81.4072
18	41.48671	-81.4072
19	41.48677	-81.4079
20	41.4869	-81.408
21	41.48679	-81.4082
22	41.48673	-81.4086
23	41.48673	-81.4085
24	41.48609	-81.4097
25	41.48605	-81.4097
26	41.48554	-81.4104
27	41.48552	-81.4103
28	41.48552	-81.4117
29	41.4855	-81.4117
30	41.48551	-81.4122
31	41.4855	-81.4122
32	41.48608	-81.4131
33	41.48606	-81.4131
34	41.48584	-81.4138
35	41.48587	-81.4138
36	41.48555	-81.4143
37	41.48551	-81.4144
38	41.4857	-81.4156





39	41.4859	-81.4177
40	41.48573	-81.4187
41	41.48577	-81.4187
42	41.48612	-81.4187
43	41.48612	-81.4187
44	41.48601	-81.4163
45	41.48599	-81.4163
46	41.48684	-81.4163
47	41.48685	-81.4164
48	41.48675	-81.4147
49	41.488	-81.4119
50	41.48795	-81.4119
51	41.48907	-81.412
52	41.48903	-81.412
53	41.48939	-81.4096
54	41.48938	-81.4096
55	41.48962	-81.4098
56	41.48964	-81.4098
57	41.48974	-81.4091
58	41.48974	-81.4091
59	41.48968	-81.4084
60	41.48968	-81.4083
61	41.48992	-81.4076
62	41.48994	-81.4077
63	41.49012	-81.4064
64	41.49016	-81.4063
65	41.49063	-81.4064
66	41.487	-81.4119
67	41.48682	81.41135
68	41.48751	-81.4093
69	41.48795	-81.4074
70	41.48797	-81.4074
71	41.49058	-81.4064
72	41.48855	-81.4094
73	41.4884	-81.4096
74	41.48891	-81.407

Note: The coordinates for each point were determined using the GPS unit; however, it should be noted that there is a small amount of error inherent in the GPS readings.

# Zoning Maps

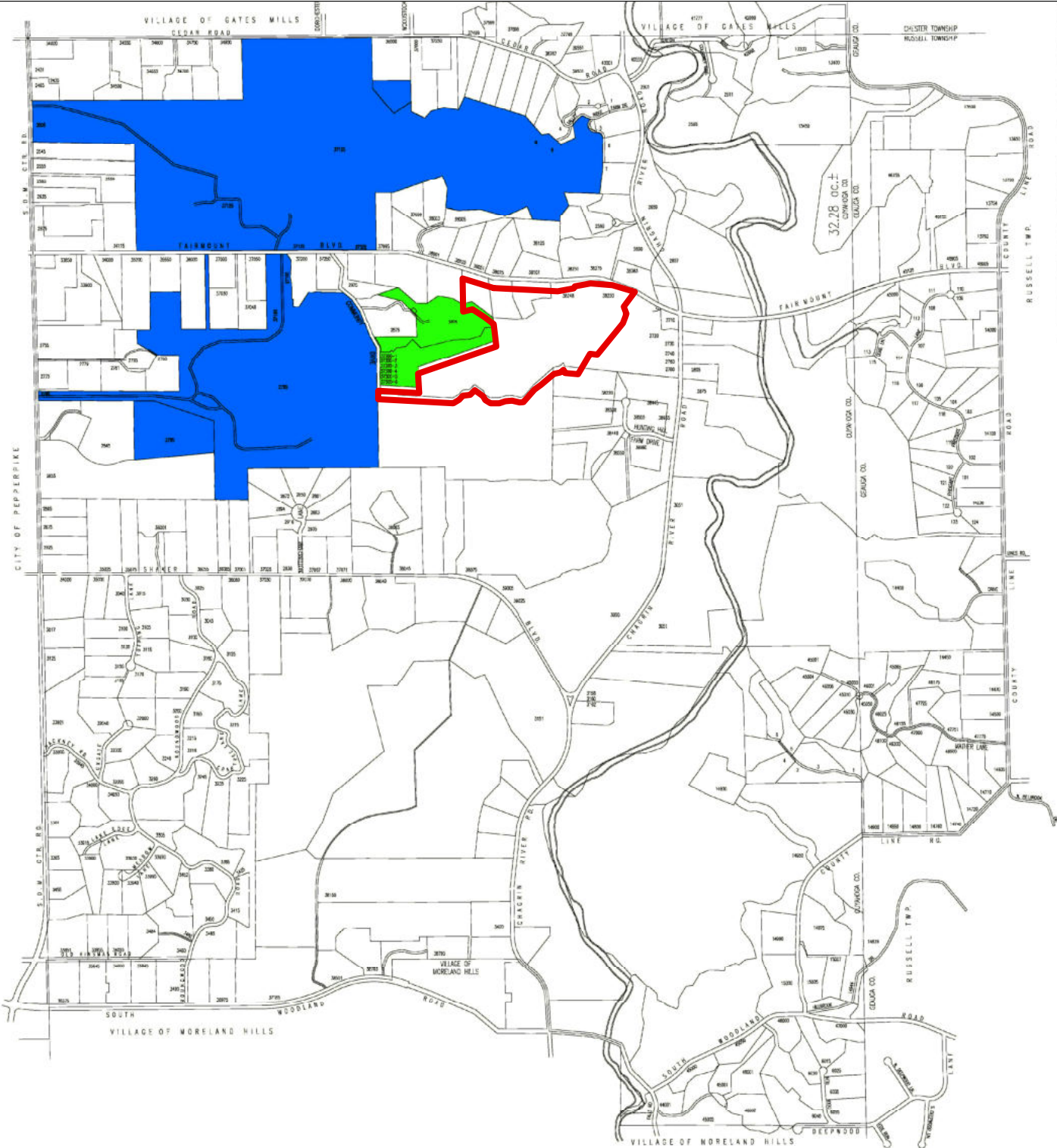


# Zoning Map

-  Property Boundary - 87.6 Acres
-  U-1 SINGLE FAMILY
-  CONSERVATION DEVELOPMENT DISTRICT (CDD)
-  U3 INSTITUTIONAL



Western Reserve  
Land Conservancy  
land • people • community



## Zoning Description(s)

# CODIFIED ORDINANCES

## OF HUNTING VALLEY, OHIO

Complete to July 11, 2023

### DISCLAIMER

The Codified Ordinances and other documents that appear in this FOLIO Infobase may not reflect the most current legislation adopted by the Municipality. The Codified Ordinances are provided for informational purposes only and should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents vary from the formatting and pagination of the official copy. The official printed copy of the Codified Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any portion of the Codified Ordinances in this FOLIO Infobase, please contact the Municipality directly.

#### **1151.01 STATEMENT OF FINDINGS.**

(a) Council finds, based on studies and investigations of professional planners, on the knowledge of the Planning and Zoning Commission, and on its own knowledge, that there is an existing community standard of the size of residential structures as they relate to the size of the parcel of land upon which they sit.

(b) Council also finds that the application of the identified community standard to new residential structures as well as additions to existing structures through the placement of a limitation on the size of such residential structures and their accessory structures within the Village will protect the value of neighboring residences.

(Ord. 2023-6. Passed 6-15-23.)

#### **1151.02 PURPOSE AND OBJECTIVES.**

The general purpose of these regulations shall be to promote and protect the public health, safety, convenience, comfort, prosperity and general welfare throughout the Village of Hunting Valley by regulating and limiting the use of land and buildings and the erection, restoration and condition of buildings and additions thereto. It is intended that the provisions of these regulations shall be applied to achieve the following:

- (a) To conserve and protect open space, valuable residential property and the reasonable use of private property by individuals;
- (b) To regulate and restrict the bulk, height, and location of buildings; and
- (c) To provide that each lot not only meets the five (5) acre minimum lot size requirement, but also maintains the building ground coverage to lot size ratio which conforms to the requirements of this Zoning Code and reflects the identified community standard of structures as they relate to lot size.

(Ord. 2023-6. Passed 6-15-23.)

#### **1151.03 INTERPRETATION; LOT AND YARD AREAS.**

(a) In interpreting and applying the provisions of this Zoning Code, such provisions shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare.

(b) The lot or yard area required by this Zoning Code for a particular building shall not be diminished and shall not be included as a part of the required lot or yard areas of any other building. The lot or yard areas of buildings existing at the time of the passage of this Zoning Code shall not be diminished below the requirements herein provided for buildings hereafter erected, and such requirements as to area shall not be included as a part of the required areas of any building hereafter erected.

(c) This Zoning Code shall not repeal, abrogate, annul or in any way interfere with any existing provisions of law or ordinance or any rules or regulations previously adopted or issued or which shall be adopted or issued pursuant to law relating to the use of buildings or premises, nor shall this Zoning Code interfere with or abrogate or annul any easements, covenants or other agreements between parties, provided, however, that where this Zoning Code imposes a greater restriction upon the use of buildings or premises, or upon the height of buildings or requires larger yards than are imposed or required by such existing provisions of law or ordinance, by such rules or regulations, or by such easements, covenants or agreements, the provisions of this Zoning Code shall control. (Ord. 2023-6. Passed 6-15-23.)

#### **1151.04 AMENDMENTS.**

Council may, from time to time, on its own motion or petition, after public notice and hearing, amend the regulations and districts herein established. Every such proposed amendment shall be referred by Council to the Planning and Zoning Commission for a report of its recommendations. Any such amendment that has failed to receive the approval of the Planning and Zoning Commission shall not be passed by Council except by the affirmative vote of three-fourths of Council. If a protest against such amendment is presented duly signed and acknowledged by the owners of twenty percent (20%) of the land within the area subject to the proposed amendment, such amendment shall not be passed except by the affirmative vote of three-fourths of Council. If such amendment will transfer an area to a less restricted use, height or area district and a protest is presented duly signed and acknowledged by the owners of twenty percent (20%) of the land adjacent to and within 200 feet of the area proposed to be transferred and within a more restricted use, height or area district than the district in which such area is proposed to be transferred, such amendment shall not be passed except by the affirmative vote of three-fourths (3/4) of Council. Whenever the owners of fifty percent (50%) of the land in any area shall present a petition to Council, duly signed and acknowledged, requesting an amendment to the regulations prescribed for such area, Council shall vote upon such amendment within ninety (90) days after the filing of same by the petitioners with the Village Clerk. If any area is hereafter transferred to any other district by a change in the district boundaries by amendment, as provided in this section, the provisions of this Zoning Code with regard to buildings or premises existing at the time of the passage of this Zoning Code shall apply to buildings or premises existing in such transferred areas at the time of the passage of such amendments. (Ord. 2023-6. Passed 6-15-23.)

#### **1151.05 COMPLETION AND RESTORATION OF EXISTING BUILDINGS.**

Nothing herein contained shall require any change in the plans, construction or designated use of a building for which a building permit has been heretofore issued and the construction of which shall have been diligently prosecuted within ninety (90) days of the date of such permit, and the ground story framework of which, including the second tier of beams, shall have been completed within six (6) months of the date of such permit, and which entire building shall be completed according to such plans, as filed, within two (2) years from the date of the passage of this Zoning Code. Nothing in this Zoning Code shall prevent the restoration of a building wholly or partly destroyed by fire, explosion, act of God or act of the public enemy, subsequent to the passage of this Zoning Code, or prevent a change of such

existing use under the limitations applicable to a nonconforming use. Nothing in this Zoning Code shall prevent the restoration of a wall declared unsafe by the Building Inspector.  
(Ord. 2023-6. Passed 6-15-23.)

#### **1151.06 DEFINITIONS.**

As used in this Code, words used in the present tense include the future; the singular number includes the plural and the plural includes the singular; the word "lot" includes the word "plot" and the word "building" includes the word "structure". In addition:

- (a) "Accessory use" and "accessory building" mean a use or building which is customary in Hunting Valley and clearly incidental to a principal, residential use and which is located on the same lot with such use and building.
- (b) "Basement" means a portion of a building, partly or wholly underground, but having more than fifty percent (50%) of its height below the average finished grade of the adjoining ground and with a floor-to-ceiling height of not less than six and a half (6 ½) feet.
- (c) "Building ground coverage" means the horizontal area of ground covered by a building or series of buildings interconnected by a roof as measured by the vertical projections of the outermost wall surfaces of the building and generally expressed as square feet or a percentage of total lot area.
- (d) "Dwelling Unit" means one (1) or more connected rooms constituting a separate, independent housekeeping establishment containing independent cooking, bathing, toilet, and sleeping facilities for an individual or group of individuals living together as a single housekeeping unit, and which is physically separated and inaccessible from any other rooms or dwelling units.
- (e) "Established grade" means the elevation of the edge of the roadway as determined by the Village Engineer.
- (f) "Family" means one (1) or more persons occupying a dwelling unit and living as a single housekeeping unit, provided that if not all of the members are related by blood, marriage, adoption or guardianship, the maximum number of such non-related members of the family shall be four (4). Domestic servants, employed upon the premises, may be housed on the premises without being counted as members of the family.
- (g) "Front yard" means an open, unoccupied space on the same lot with a building, which is located between the front line of the building and the front line of the lot.
- (h) "Ground coverage" means the horizontal area of ground covered by a building or structure as measured by the vertical projections of the outermost wall surfaces of a building or the greatest perimeter of a structure and generally expressed as square feet or a percentage of total lot area. This calculation shall not apply to structures such as boundary fences, driveways, entry gates and gateposts, lamp posts and similar structures customarily or appropriately located within the vicinity of the property line, but shall include structures such as garages, toolsheds and other outbuildings; decks, patios, terraces, swimming pools, tennis courts, and paddle tennis courts.
- (i) "Height" of a building means the vertical distance measured from any point at the established grade, to the level of the highest point of the roof. Where no roof beams exist or there are structures wholly or partly above the roof, the height shall be measured to the level of the highest point of the building.
- (j) "Least dimension of a yard" means the least of the horizontal dimensions of such yard. If two (2) opposite sides of a yard are not parallel, the horizontal dimensions between them shall be deemed to be the mean distance between them.
- (k) "Lot" means a parcel of land which may be occupied by a building and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this chapter and such open spaces as are arranged and designed to be used in connection with such building.
- (l) "Natural grade" means the elevation of the undisturbed natural surface of the ground adjoining a building.
- (m) "Nonconforming use" means a use that does not comply with the regulations of the use district in which it is situated.
- (n) "Protected watercourse" means any watercourse or flood plain within the Village of Hunting Valley having a defined bed and bank and that is identified on the map prepared by Chagrin River Watershed Partners, a copy of which is attached to original Ordinance 2008-124 and is also on file with the Building Inspector of the Village. Said map is a reference document and shall be used as a guide only. The setback from the protected watercourse shall be measured from the ordinary highwater mark along its banks.
- (o) "Public notice" or "notice of a public hearing or proceeding" means ten (10) days prior written notice of the time and place of a public hearing or proceeding, to be posted at the Village Hall.
- (p) "Rear yard" means an open, unoccupied space on the same lot with a building, between the rear line of the building and the rear line of the lot.
- (q) "Side yard" means an open, unoccupied space on the same lot with a building, situated between the building and the side line of the lot and extending through from the street or from the front yard to the rear yard or to the rear line of the lot. Any lot line not a rear line or a front line shall be deemed a side line.
- (r) "Single-family dwelling" means a free-standing building containing a single dwelling unit designed for or used for residence purposes by a single housekeeping unit.
- (s) "Solar Energy System" means a system of photovoltaic cells and related accessories that are designed to convert solar energy into electrical energy; or a system consisting of solar thermal collectors, parabolic reflectors, or similar structures that are designed to harness solar energy for use as thermal energy for heating water or air or for some other permitted use; and may include battery storage systems on the property.
- (t) "Street line" means the dividing line between a street and a lot.
- (u) "Driveway or private road" means every way or place in private ownership used for vehicular travel by the owner and those having express or implied permission from the owner but not by other persons; a "driveway" is the means of accessing a single residence, a "private road" is the means of accessing driveways from a public right of way. (Ord. 2023-6. Passed 6-15-23.)

#### **1151.07 DISTRICTS GENERALLY AND ZONING MAP.**

For the purpose of regulating and restricting the location of single-family houses and other uses of property, the number of square feet of lot area per family housed, the width of lots, the location and size of yards and the height of buildings, the Village shall consist of four (4) zoning districts termed U-1 Single-Family Residential District, U-2 Historic Settlement District, U-3 Institutional District, and U-4 CDD Conservation Development District. No building or premises shall be erected or used except in conformity with the regulations herein prescribed for the districts in which such building or premises are located. Only those uses specifically identified as being either a permitted principal use or an accessory use in a particular zoning district may be permitted in that zoning district. Any use not specifically listed as a permitted or accessory use in a zoning district shall be considered a prohibited use in the zoning district.  
(Ord. 2023-6. Passed 6-15-23.)

#### **1151.08 NONCONFORMING LOTS, STRUCTURES AND USES.**

(a) Intent. Within the Village there exist lots, structures and uses of land and/or structures which were lawful before certain provisions of this Zoning Code were adopted, but which do not now conform to regulations and restrictions of the Zoning Code. It is the Village's intent to permit such nonconformities to continue. It is further intended that nonconformities not be enlarged, expanded, nor extended, nor be used as grounds for adding other lots, structures or uses prohibited in the same district.

(b) Approved Plans. Nothing in this Zoning Code shall require any change in the plans, construction or designated use of a building

for which a building permit has been issued and the construction of which was lawfully begun prior to the effective date of this Zoning Code or amendments hereto and on which construction has been carried on diligently in accordance with approved plans.

(c) Nonconforming Lots. Any lot of record existing at the time of the adoption of any provision of this Zoning Code which does not meet the requirements of said provision shall be considered buildable, provided that the site plan for any additional construction meets all setback and yard requirements established by this Zoning Code. No such lot or parcel or portion thereof shall be used or sold in a manner diminishing compliance with lot width or area below the requirements stated in this Zoning Code.

(d) Nonconforming Structures. Where a lawful structure exists at the effective date of the adoption or amendment of any provision of the Zoning Code that could not be built under the terms of said provision by reason of restrictions on size, height, setback (from property line, street, private road or protected watercourse) or lot coverage, such structure may be continued so long as it remains otherwise lawful, provided:

- (1) No such nonconforming structure may be enlarged, altered or reconstructed in a way which increases the nonconformity.
- (2) Should such nonconforming structure be damaged or destroyed by any means, it may be repaired or reconstructed in-kind in the same location.
- (3) If a nonconforming structure becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by a duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired or rebuilt except in conformity with the regulations of the district in which it is located.
- (4) Any structure which is nonconforming solely because of its encroachment in a required setback may be expanded or extended in any lawful manner that does not increase the nonconformity.

(e) Nonconforming Uses. Where, at the passage of any provision of this Zoning Code, a lawful use of land and/or structures exists which would not be permitted by said provision, the use may be continued so long as it remains otherwise lawful and does not constitute a public nuisance, provided:

- (1) No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the date of the adoption or amendment of this Zoning Code;
- (2) No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this Zoning Code;
- (3) No additional structure not conforming to the requirements of this Zoning Code shall be erected in connection with such nonconforming use;
- (4) When any nonconforming use is superseded by a permitted use, the use shall thereafter conform to the regulations for the district, and no nonconforming use shall thereafter be resumed;
- (5) If any such nonconforming use ceases for any reason for a period of more than twelve (12) consecutive months, any subsequent use shall conform to the regulations specified by this Zoning Code;
- (6) Removal or destruction of the structure occupied by such nonconforming use shall eliminate the nonconforming status. Destruction for the purpose of this subsection is defined as damage to an extent of more than sixty percent (60%) of the replacement cost. No nonconforming use shall be established after said destruction or removal; and
- (7) If a nonconforming use is altered so as to increase its conformity, it may not, at any time, revert to its previous level of nonconformity.

(Ord. 2023-6. Passed 6-15-23.)

#### **1151.09 CONSTRUCTION AND OTHER ACTIVITIES WITHIN 300 FEET OF CHAGRIN RIVER OR 100 FEET OF THE 100-YEAR FLOOD PLAIN, WHICHEVER DISTANCE IS GREATER.**

(a) Construction. There shall be no construction of any kind within 300 feet of the Chagrin River, measured from the ordinary high-water mark along its banks, or within 100 feet of the 100-year flood plain, as established by the Federal Emergency Management Agency ("FEMA"), whichever distance is greater.

(b) Discharge. There shall be no discharge into the Chagrin River or its tributaries, directly or indirectly, of liquid or solid materials which, due to their toxic properties or temperatures, would cause contamination, as determined by Ohio Environmental Protection Agency standards.

(c) Drilling, Filling, Dredging or Dumping. There shall be no drilling, filling, dredging or dumping of soil, spoil, or liquid or solid materials within 300 feet of the ordinary high-water mark of the Chagrin River, or within 100 feet of the 100-year flood plain as established by FEMA, whichever distance is greater, except for erosion control measures which are ecologically compatible and which substantially utilize natural materials indigenous to the region.

(d) Natural Vegetation. There shall be no disturbance of the natural vegetation within 300 feet of the ordinary high-water mark of the Chagrin River, or within 100 feet of the 100-year flood plain as established by FEMA, whichever distance is greater, except such conservation maintenance as may be necessary to control noxious plants and for such plantings as are consistent with sound field and/or wood lot maintenance, as may be recommended or approved by the Hunting Valley Conservation Commission.

(e) Nonconforming Uses. A nonconforming use, existing at the time of the passage of this section and within the area of the 300-foot restricted setback from the Chagrin River, may be continued, but may not be changed, unless changed to a use permitted under this section. A nonconforming use which is discontinued, terminated, or abandoned may not be revived, restored or re-established.

(f) Variances. Where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the provisions of this section, the Board of Zoning Appeals shall have the power to vary, in specific cases, the application of the provisions of this section in harmony with its general purpose and intent, so that the public health, safety and general welfare may be secured and substantial justice done, in accordance with the provisions of Section 1153.05.

(Ord. 2023-6. Passed 6-15-23.)

#### **1151.10 ACTIVITIES LIMITED WITHIN 75 OR 25 FEET OF PROTECTED WATERCOURSES AS IDENTIFIED ON THE PROTECTED WATERCOURSES MAP IN APPENDIX II.**

(a) There shall be no drilling, filling, dredging or dumping of soil, spoils, liquid or solid materials, except for noncommercial composting of uncontaminated natural materials, within seventy-five (75) feet or within twenty-five (25) feet of a Protected Watercourse as identified on the "Protected Watercourses" Map prepared by the Chagrin River Watershed Partners, as set forth in Appendix II on file with the Building Inspector of the Village.

(b) There shall be no disturbance of the natural vegetation within seventy-five (75) feet or within twenty-five (25) feet of any protected watercourse, as duly noted on the "Protected Watercourses" Map, except for conservation maintenance necessary to control noxious weeds and such plantings as are consistent with sound environmental maintenance.

(Ord. 2023-6. Passed 6-15-23.)

### **CHAPTER 1153**

#### **Administration, Enforcement and Penalty**

**1153.01** Enforcement.

**1153.02** Expiration of zoning approval.

**1153.03** Planning and Zoning Commission.

**1153.04** Board of Zoning Appeals.

**1153.05** Variances and appeals.

**1153.06** Appeals.

**1153.99** Penalty.

#### **1153.01 ENFORCEMENT.**

(a) This Zoning Code shall be administered and enforced by the Building Inspector. The Building Inspector may be provided the assistance of such other persons as the Village Council and Mayor may direct.

(b) Any decision of the Building Inspector made in the enforcement of this Zoning Code may be appealed to the Board of Zoning Appeals by any person claiming to be adversely affected by such decision as set forth in Section 1153.05 hereof.

(c) In administering and enforcing this Zoning Code, the Building Inspector shall have the following duties and powers:

(1) To accept and review applications for all required permits and certificates as set forth herein.

(2) To issue zoning permits and certificates of zoning compliance as provided by this Zoning Code and to keep records of the same with notations of any special conditions attached.

(3) To conduct inspections of buildings and uses of land and to enter onto private property for the purpose of determining compliance with this Zoning Code.

(4) To determine the existence of any violations of this Zoning Code and cause notifications or citations to be issued, or to initiate such other administrative or legal action as needed, to address such violations and compel compliance.

(Ord. 2023-6. Passed 6-15-23.)

#### **1153.02 EXPIRATION OF ZONING APPROVAL.**

Any zoning approval granted by the Planning and Zoning Commission shall expire if work thereunder is not in compliance with the following:

(a) If no work under the approval plan is commenced within one (1) year after the issuance of the approval (e.g., ground shall have been broken).

(b) If, after work has been commenced, all work to be performed under approval is not completed within twenty-four (24) months after issuance of the approval.

(c) A person may obtain a one-time six-month extension of the approval upon a showing, satisfactory to the Building Inspector, that work on the project will be completed within the extension period.

(d) If approval has been expired for a period of six (6) months or less, the applicant may renew the approval for a period to be determined by the Planning and Zoning Commission upon a showing, satisfactory to the Commission that work on the project will be completed within the extension period, provided no changes have been made in the original plans and specifications for such work. If an approval has been expired more than six (6) months, or if work has deviated from the approved plans, the then applicant must seek a new approval from the Planning and Zoning Commission. (Ord. 2023-6. Passed 6-15-23.)

#### **1153.03 PLANNING AND ZONING COMMISSION.**

All meetings of the Planning and Zoning Commission shall be open to the public except as otherwise provided by law. For the purposes of this Zoning Code the Planning and Zoning Commission shall have the following powers and duties:

(a) To review all proposed amendments to this Zoning Code and to submit a recommendation to the Village Council and to initiate amendments to this Zoning as the Commission shall determine to be appropriate.

(b) To review and approve or deny all development plans and site plans required by this Code.

(c) Make recommendations to Village Council on all matters concerning planning, zoning, and land development in the Village.

(Ord. 2023-6. Passed 6-15-23.)

#### **1153.04 BOARD OF ZONING APPEALS.**

The Planning and Zoning Commission shall serve as and shall exercise the powers and duties of the Board of Zoning Appeals for all purposes associated with this Zoning Code. All meetings of the Board of Zoning Appeals shall be open to the public except as otherwise provided by law. The Board of Zoning Appeals shall keep minutes of its proceedings and shall adopt from time to time such rules and regulations as it deems necessary to carry out the provisions of this Zoning Code. The Board of Zoning Appeals shall have the following duties and powers:

(a) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by the Building Inspector. In exercising this power, the Board may reverse or affirm, wholly or partly, or may modify the order, requirements, decision or determination, and to that end shall have all powers of the officer from whom the appeal is taken.

(b) To authorize, pursuant to Section 1153.05, such variances from the terms of this Zoning Code as will not be contrary to public interest, where, owing to the special conditions, a literal enforcement of this Zoning Code will result in unnecessary hardship or practical difficulty, and so that the spirit of this Code shall be observed and substantial justice done.

(c) To revoke an authorized variance if any conditions of such variance are violated.

(d) To interpret this Zoning Code and to resolve any disputes with respect to the precise meaning of any words, terms, or provisions hereof.

(e) Such other powers as may be enumerated herein.

(Ord. 2023-6. Passed 6-15-23.)

#### **1153.05 VARIANCES AND APPEALS.**

(a) Appeals Generally. Appeals to the Board of Zoning Appeals may be taken by any person aggrieved by any decision of the Building Inspector. Such an appeal shall be taken within twenty (20) days after the decision by filing a notice of appeal with the Building Inspector's office specifying the grounds thereof. All appeals and applications made to the Board of Zoning Appeals shall be in writing and on forms provided and shall be accompanied by such fee as may be set by Village Council. The Building Inspector shall transmit to the Board of Zoning Appeals all the papers constituting the record regarding the action being appealed. Every appeal or application shall refer to the specific provision of this Zoning Code that is the subject of the variance, appeal or determination, and shall set forth the interpretation that is claimed, the details of the variance that is applied for and the grounds on which it is claimed that the variance should be granted as the case may be.

(b) Action and Reapplication. The Board shall decide each appeal within a reasonable period of time after it is submitted. No variance or appeal which is disapproved by the Board of Zoning Appeals shall be resubmitted for substantially the same request on the subject property for a minimum period of at least one (1) year from the effective date of the action by the Board of Zoning Appeals.

(c) Notice and Hearing. Upon receipt of a completed application for an appeal or a variance, the Building Inspector shall transmit said application to the Chairperson of the Board of Zoning Appeals, who shall fix a reasonable time for a public hearing to consider the application. Notice of the hearing shall be made by either first class mail or via email to the applicant and the owner of the land and to all abutting property owners not less than ten (10) days prior to the hearing, excluding the day of mailing and including the day of the hearing.

(d) Testimony. At the public hearing, any person may appear in person or by attorney and shall have the opportunity to give

testimony under oath.

(e) **Area Variances.** Where the appeal requests an area variance, that is, a variance involving provisions relating to yard dimensions, setback, height, or similar spatial or dimensional requirements, then the following standards shall be considered and weighed in determining whether the grant of a variance is warranted to afford relief of practical difficulties:

- (1) Whether the property in question will yield a reasonable return and whether there can be any beneficial use of the property without the variance. Increased cost only shall not be the basis for a variance.
- (2) Whether the variance is substantial.
- (3) Whether the essential character of the neighborhood will be substantially altered and whether adjoining properties will suffer a detriment as a result of the variance.
- (4) Whether the variance will adversely affect the delivery of governmental services.
- (5) Whether the property owner purchased the property with knowledge of the zoning restriction.
- (6) Whether the property owner's predicament can be obviated through some method other than a variance.
- (7) Whether the spirit and intent of the Zoning Code will be observed and substantial justice done by granting the variance.
- (8) Whether granting of the variance will be contrary to the general purpose, intent, and objective of the specific use district.
- (9) Whether the variance requested arises from a condition or circumstance which is unique to the subject site and which is not generally shared by other properties in the same zoning district or general vicinity.
- (10) Whether the practical difficulty is created by the Zoning Code and not by any action or actions of the property owner or the applicant.
- (11) Whether the variance desired will adversely affect the public health, safety, or general welfare.
- (12) Whether the variance requested is the minimum variance necessary to afford relief to the property owner.
- (13) If there are deed restrictions, whether such restrictions have been released and whether the applicant has established the right to request the variance being sought.

(f) **Issuance.** A variance shall not be granted unless the Board of Zoning Appeals makes a determination that the criteria contained herein are satisfactorily addressed by the evidence presented by the applicant to establish that a practical difficulty or unnecessary hardship exists and that the granting of a variance will preserve the spirit and intent of this Zoning Code and that substantial justice will be done.

(g) **Conditions and Safeguards.** In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Zoning Code, which shall become stipulations of the variance or appeal. Violations of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Zoning Code.

(Ord. 2023-6. Passed 6-15-23.)

#### **1153.06 APPEALS.**

Any decision, action, or determination made by the Planning and Zoning Commission, whether acting as the Commission or in their role as Board of Zoning Appeals shall be a final determination within the Village. A party aggrieved by a decision of the Planning and Zoning Commission may appeal such decision in the manner prescribed by law.

(Ord. 2023-6. Passed 6-15-23.)

#### **1153.99 PENALTY.**

The owner or owners of any building or premises or part thereof, where anything in violation of this Zoning Code shall be placed or shall exist, and any architect, builder or contractor who may be employed to assist in the commission of any such violation, and all persons or corporations who or which violate any of the provisions of this Zoning Code or fail to comply therewith, or any requirements thereof, or who build in violation of any detailed statement of plans submitted and approved thereunder, shall, for each and every violation or noncompliance, be fined not more than five hundred dollars (\$500.00), and each day during which any such person continues to violate any provision of this Zoning Code, or fails to comply therewith or with any of the requirements thereof, after having been notified by the Building Inspector of such violation or failure to comply, shall constitute a separate offense.

(Ord. 2023-6. Passed 6-15-23.)

### **CHAPTER 1155**

#### **U-1 Single-Family Residential District**

- 1155.01** Purpose.
- 1155.02** Permitted uses.
- 1155.03** Lot area and density.
- 1155.04** Minimum lot width and frontage.
- 1155.05** Maximum height.
- 1155.06** Rear houses.
- 1155.07** Minimum setback and yard requirements.
- 1155.08** Side and rear yard exceptions.
- 1155.09** Corner lot obstructions.
- 1155.10** Fences.
- 1155.11** Maximum building ground coverage of single-family dwellings.
- 1155.12** Minimum floor area.

#### **1155.01 PURPOSE.**

The purpose of the U-1 Single-Family Residential District is to provide for low-density residential development that will promote and maintain the established character of the Village and protect the Village's sensitive environmental features such as steep slopes, flood plains, and scenic river corridors. (Ord. 2023-6. Passed 6-15-23.)

#### **1155.02 PERMITTED USES.**

Within a U-1 Single-Residential District, no buildings, structures, or premises shall be used, arranged to be used, or designed to be used except for one or more of the following uses. All other uses shall be expressly prohibited:

##### (a) **Permitted Uses.**

- (1) **Single-family dwelling.**
- (2) **Municipal building,** fire station, police station and wireless communications facilities located on Municipally-owned property.
- (3) Electric substation.
- (4) Private riding club with stables (not for profit).
- (5) Nature preserve.
- (6) **Farming, grazing.**

(b) **Accessory Uses.** Accessory uses customary in Hunting Valley and clearly incidental to a permitted principal use shall be permitted subject to the following provisions:

- (1) Such accessory use is located upon the same lot with the building or use to which it is accessory;
- (2) The aggregate total building ground coverage of all accessory uses shall not exceed 2,000 square feet, provided that if the lot size exceeds ten (10) acres, an additional 250 square feet of building ground coverage for each acre or fractional portion thereof in excess of five (5) acres shall be permitted.
- (3) The aggregate square footage of all accessory buildings shall not exceed the building ground coverage of the main building.
- (4) No accessory building shall exceed twenty-five (25) feet in height, provided that on lots of ten (10) acres or greater an additional one (1) foot in height may be permitted for each additional ten (10) feet of setback from side and rear property lines up to a maximum of thirty (30) feet.
- (5) No accessory building located on a lot of less than ten (10) acres in area, calculating lot size in accordance with the provisions of Section 1155.03(b), shall be designed or used for residential purposes; and
- (6) No accessory building or improvement shall be constructed before the principal use is constructed as approved by the Village.
- (7) No accessory building other than an accessory residential structure shall have restroom facilities (shower, bath, sink or toilet) located above the ground floor.
- (8) A private garage permitted as an accessory use shall not provide storage for more than one (1) motor vehicle for each 40,000 square feet of lot area. A billboard, signboard or advertising sign shall in no case be permitted as an accessory use. The placing of a "for sale" and "for rent" sign and of political signs not more than six (6) square feet in area shall, however, be permitted as accessory uses on a limited temporary basis.
- (9) The office of a physician or surgeon may be located in the dwelling used by such physician or surgeon as his or her private residence, and any person carrying on a customary home occupation may do so in a dwelling used by him or her as his or her private residence, provided that no person, other than members of his or her own household, are employed in such occupation, and provided, further, that no window display or signboard is used to advertise such occupation.
- (10) A private stable permitted as an accessory use shall not accommodate more than one horse for each two (2) acres of lot area. A private stable shall not be located nearer than 150 feet to any public or private road. No private stable shall be located nearer than 150 feet to any property line. No private stable shall be located nearer than 100 feet to any building, except that sleeping or living quarters for servants or employees exclusively occupied in the care of such stable, or the dwelling or grounds thereof to which such stable is accessory, may be placed nearer than 100 feet, or adjacent to, but in no case above or below, such stable, and no door or window of any kind shall exist in the wall or walls separating such living quarters from any portion of the accessory building.
- (11) No house, shed or coop for the accommodation of fowl of any kind shall be located nearer than fifty (50) feet to any portion of any building arranged or intended for human occupancy or habitation. No house, shed, pen or enclosure for the keeping of pigs or hogs shall be located within 500 feet of any public or private road or within 500 feet of any dwelling.
- (12) Roof mounted Solar Energy Systems as approved by the Village Architectural Board of Review, provided that no such roof mounted Solar Energy System shall be permitted to be placed on front facing portions of a roof. (Ord. 2023-6. Passed 6-15-23.)

#### **1155.03 LOT AREA AND DENSITY.**

(a) No dwelling shall be erected or altered to accommodate or make provision for more than one family for each five (5) acres of lot area. **The minimum area of any lot shall be five (5) acres** provided that one single-family dwelling may be erected on any lot separately owned and on any numbered lot in a recorded subdivision that was on record in the office of the Cuyahoga or Geauga County Recorder, on or before October 19, 1938.

(b) In computing the area of a lot for purposes of this section, the following shall be excluded and such part may not form a part of any yard or lot area required by this Zoning Code:

- (1) Any part within the right of way of a public or private highway, street, road or access easement;
- (2) Any part within an easement which has been granted for conservation purposes; or
- (3) Any part which is located within the floodplain.

(c) Any lot in a subdivision recorded on or before November 10, 1998, which would otherwise meet the lot area requirements of this section, shall not be deemed to be inadequate by reason of subsection (b) hereof. (Ord. 2023-6. Passed 6-15-23.)

#### **1155.04 MINIMUM LOT WIDTH AND FRONTAGE.**

No dwelling shall be erected on a lot having both frontage and width at the building line of less than 350 feet and an average width of less than 350 feet, unless such lot was separately owned at the time of the passage of this Zoning Code or unless such lot is a numbered lot in a recorded subdivision that was on record in the office of the County Recorder at the time of the passage of this Zoning Code, provided however, that for lots fronting on cul-de-sacs the minimum width of a lot at the front lot line shall be 250 feet. No lot shall be created or recorded subsequent to the effective date of this ordinance that does not comply with this Section. Except as provided in Section 1155.06, every lot shall have frontage on a public right-of-way or private street. (Ord. 2023-6. Passed 6-15-23.)

#### **1155.05 MAXIMUM HEIGHT.**

At no point shall the height measurement around the perimeter of a principal permitted use exceed thirty-five (35) feet. The Planning and Zoning Commission may permit an increase in the height measurement for that side or rear elevation of a dwelling unit containing a direct, at grade walk-out basement access, provided that at no point shall the height measurement at such elevation exceed forty-five (45) feet, and, provided further, that not more than twenty-five percent (25%) of the linear exterior of the residence exceed thirty-five (35) feet in height. The Planning and Zoning Commission shall consider the topographic conditions of the site and the objectives of this Zoning Code when making such a determination. (Ord. 2023-6. Passed 6-15-23.)

#### **1155.06 REAR HOUSES.**

Every dwelling shall have access to a public or private road or street, and if located to the rear of other buildings with no immediate road frontage, an easement shall be provided over an unoccupied strip of land at least thirty (30) feet in width and such reserved strip may not form a part of any yard or lot area required by this Zoning Code. (Ord. 2023-6. Passed 6-15-23.)

#### **1155.07 MINIMUM SETBACK AND YARD REQUIREMENTS.**

(a) **No building or accessory structure shall be erected nearer than seventy-five (75) feet to any adjoining property line**, nor any protected watercourse, nor nearer than one hundred fifty (150) feet to any public or private road or street, provided, however, that dwellings with building ground coverage greater than five thousand five hundred (5,500) square feet shall be set back an additional ten (10) feet from any adjoining property line and an additional fifteen (15) feet from any public or private street for each one thousand (1,000) square feet of ground coverage in excess of five thousand five hundred (5,500) square feet, or proportionate fraction thereof. These setback regulations shall not apply to structures, such as boundary fences, driveways, entry gates and gateposts, lamp posts and similar structures customarily or appropriately located within the vicinity of the property line, but shall apply to structures, such as garages, toolsheds and other outbuildings; decks, swimming pools, tennis courts, and paddle tennis courts.



(b) No man-made water feature, including but not limited to manmade diversions of existing streams or watercourses and man-made ponds, lakes and dams for the retention of water, shall be erected nearer than thirty (30) feet from any adjoining property line or private road, or any state, county or municipal highway, road or street. Nor shall such water feature be constructed without the prior review and approval of the Village Engineer, who shall determine whether there is sufficient water within the watershed to support such water feature, and determine whether the design of the water feature is sufficient to protect the health, safety and welfare of the community. The setback regulations contained herein shall not prevent abutting property owners, who agree to share the maintenance of a pond located on a shared boundary, from locating such pond on the shared boundary, provided that the terms of the maintenance agreement are approved by the Planning and Zoning Commission and are binding upon the property owners, their successors, heirs and assigns.

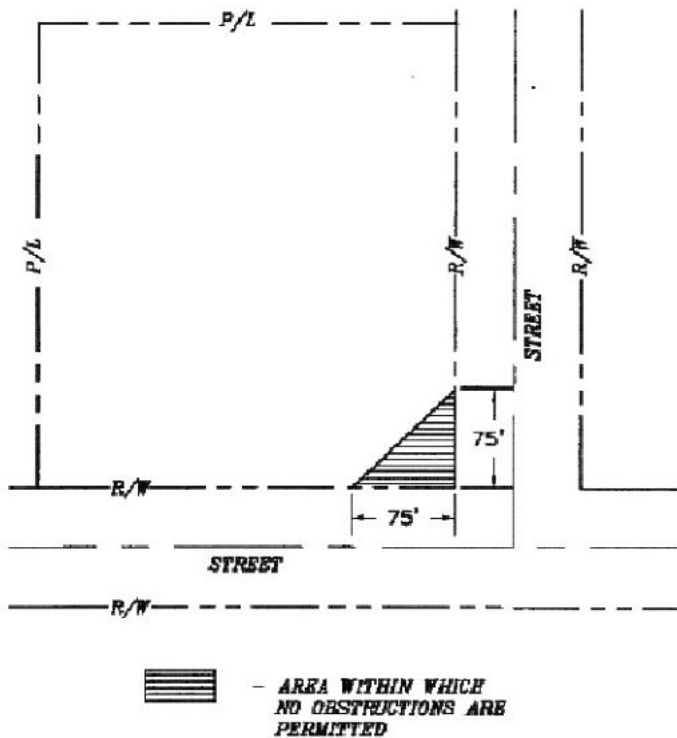
(c) No driveway or private road shall be constructed nearer than fifty (50) feet from any side or rear property line. Where, due to severe topographic or other special site conditions, the Planning and Zoning Commission authorizes an exception to this setback requirement, the Commission may require installation of screening and buffering along the property line to mitigate potential impacts. (Ord. 2023-6. Passed 6-15-23.)

**1155.08 SIDE AND REAR YARD EXCEPTIONS.**

The area required in a side yard or rear yard shall be open from the established grade or from the natural grade, if higher than the established grade, to the sky, unobstructed, except for the ordinary projections of window sills, belt courses, cornices and other ornamental features to the extent of not more than four (4) inches, and except that within five (5) feet of the street wall, a cornice may project not more than three (3) feet into such yard, provided that if the building is not more than two and one-half (2 ½) stories in height, the cornice may project not more than two and one-half (2 ½) feet into such yard. (Ord. 2023-6. Passed 6-15-23.)

**1155.09 CORNER LOT OBSTRUCTIONS.**

On corner lots, no fence, structure, earth forms or vegetation which creates a traffic hazard by obstructing the view of vehicles and/or pedestrians traveling within the right-of-way shall be erected, constructed, installed or maintained between the required building setback lines and the street line for a distance of seventy-five (75) feet from the intersection in either direction. See "Exhibit 1155.09" appended hereto, which graphically depicts the impact of this regulation.



**EXHIBIT 1155.09  
CORNER LOT OBSTRUCTION**

(Ord. 2023-6. Passed 6-15-23.)

**1155.10 FENCES.**

(a) As used in this section:

- (1) "Chain link fence" means a fence consisting of loops of wire interconnected in a series of joined links. It is not an open or ornamental fence.
- (2) "Deer fence" means a mesh-type black plastic fence designed and constructed for the purpose of preventing deer from gaining access to any part or all of a parcel of property.
- (3) "Entry feature fence" means a fence, wall, pillar or pier located near a driveway of a property, which is visible from a public or private right of way, the effect of which is to identify an entrance to the property.
- (4) "Living fence" means a fence consisting of the natural growth or placement of hedges, trees, bushes, plants or a combination thereof into a vision obstructing or solid fence.
- (5) "Open or ornamental fence" means a split rail or board fence which, as viewed at ninety (90) degrees from the fence line, shall be at least sixty-five percent (65%) open and unobstructed.
- (6) "Privacy fence" means a fence constructed so as to prevent public view and to provide seclusion.
- (7) "Property line wall" means a stone wall, located on the property line or along a right of way.
- (8) "Screening fence" means a fence approved by the Planning and Zoning Commission for the purpose of screening vehicles or equipment under and pursuant to Chapter 1367 of the Building Code. Such a fence shall not be subject to the provisions of this code.
- (9) "Security fence" means a fence designed and constructed for the purpose of protecting persons and property.

(b) Properties shall be open and unfenced, have an open or ornamental fence, or have a living fence. However, up to fifteen percent (15%) of the perimeter of a parcel of property may have a privacy fence. Deer fences may be permitted, as provided by subsection (k) hereof, property line walls and entry feature fences may be permitted, as provided by subsection (l) hereof, and security fences may be

permitted, as provided by subsection (m) hereof.

(c) An open or ornamental fence may be five (5) feet high; the posts may be six (6) feet high, and shall be made of natural materials except as provided in subsection (k) hereof.

(d) A living fence shall be planted so as not to overhang adjacent property.

(e) A privacy fence may be seven (7) feet high and shall be made of natural materials except as provided in subsection (k) hereof.

(f) A chain link fence is permitted around the garden, tennis court or pool patio or to contain domestic pets. It shall not be located in the front yard of a property, unless totally obscured by an exterior living fence, and shall be set back at least ten (10) feet from any property line.

(g) In the event a stockade, board or similar fence having a finished and unfinished side is constructed, the finished side of the fence shall face towards the contiguous adjoining properties or street, and the unfinished side shall face towards the lot upon which the fence is constructed.

(h) No fence shall be located within fifteen (15) feet of the curb or edge of the pavement of a public or private road or street.

(i) The height of a fence shall be measured from the approved grade to its highest point, and the mounding of earth at or near the fence line shall not be permitted except in accordance with a plan approved and a permit issued under Chapter 1303 of the Building Code.

(j) Deer Fences.

(1) A deer fence which surrounds a garden, orchard or other point of horticultural interest on a parcel of property and which is not located, at any point, on the perimeter of the property and cannot be seen from public or private roads or street may be erected with a permit.

(2) Deer fences which do not meet conditions set forth in subsection (j)(1) hereof may be permitted upon the establishment of the following conditions to the satisfaction of the Architectural Board of Review:

A. The fence will be adequately screened so as to be not visible from any public or private road or street or from any neighboring properties.

B. In the event that the fence is visible from a public road or street, the applicant must demonstrate both the need for the fence and the inability to provide the appropriate screening.

C. The Architectural Review Board may establish such further conditions as it deems necessary for the protection of the Village's health, safety and welfare, including but not limited to conditions for the protection of wildlife and the rural character of the community. The Building Inspector shall maintain a copy of such conditions.

(k) Property Line Walls and Entry Feature Fences.

(1) Property line walls and entry feature fences may be permitted by the Architectural Board of Review, based upon the criteria in this section.

(2) Property line walls and entry feature fences shall relate to, and be consistent with, architectural features of structures located on the same property, which are visible from the proposed wall or entry feature.

(3) Property line walls and entry feature fences shall be natural fieldstone, dry-laid or with deeply raked mortar joints. These walls shall not exceed four (4) feet in height, except that their end piers may be five (5) feet high. The maximum height of piers shall include all caps and appurtenances.

(4) The gates of an entry feature fence may be wood, left to weather to a natural finish (or such color as may be approved by the Architectural Board of Review), or wrought iron, painted black, of a simple design. The gates shall not exceed five (5) feet in height.

(l) Security fences may be permitted by the Planning and Zoning Commission based upon the following criteria.

(1) Security fences shall be constructed of black vinyl coated chain link without horizontal member or such other materials as may be approved by the Planning and Zoning Commission. Security fences may include electronic sensors designed to identify intrusion but in no event shall the use of barbed wire, razor wire or electrified fencing be permitted.

(2) Security fences shall not exceed seven (7) feet in height, provided however, that a security fence may be integrated with a privacy fence as authorized in subsection (b) hereof.

(3) No security fence will be permitted if it will be visible from a public right of way. Security fences which are visible from private driveways may be permitted provided that any applicable homeowners association signs a written consent.

(4) The fence shall be screened from view from any neighboring property using vegetation or earth forms in a manner consistent with the rural character of the Village.

(5) Security fences and associated screening shall be maintained in good repair at all times.

(6) The Planning and Zoning Commission may establish such further reasonable conditions as it deems necessary for the protection of the Village's health, safety and welfare, including but not limited to conditions for the protection of wildlife and the rural character of the community. The Building Inspector shall maintain a copy of such conditions.

(Ord. 2023-6. Passed 6-15-23.)

#### **1155.11 MAXIMUM BUILDING GROUND COVERAGE OF SINGLE-FAMILY DWELLINGS.**

(a) The maximum building ground coverage of a single-family dwelling shall be 5,500 square feet, provided, however, that on lots in excess of five (5) acres the building ground coverage may be increased in accordance with the following schedule:

<u>Lot Area</u>	<u>Building Ground Coverage Increase</u>
5 acres to 10 acres	500 square feet for each acre in excess of 5 acres
10 acres to 20 acres	300 square feet for each acre in excess of 10 acres
20 acres to 40 acres	200 square feet for each acre in excess of 20 acres
more than 40 acres	150 square feet for each acre in excess of 40 acres

Fractional calculations of acreage in excess of five acres shall be prorated to determine the maximum allowable building ground coverage.

(b) No part of the lot within the right of way of a public or private highway, street, road or access easement may be used to determine the available building ground coverage under subsection (a) hereof.

(c) The required lot size to dwelling unit ratio shall be applicable to new construction, including additions to existing buildings, for which a building permit has not been issued.

(Ord. 2023-6. Passed 6-15-23.)

#### **1155.12 MINIMUM FLOOR AREA.**

Each single-family dwelling shall have a minimum first floor area of 3,000 square feet.

(Ord. 2023-6. Passed 6-15-23.)

## U-3 Institutional District

- 1156.01 Purpose and intent.
- 1156.02 Permitted uses.
- 1156.03 Minimum lot area and maximum building coverage.
- 1156.04 Minimum setback requirements.
- 1156.05 Maximum height.

### 1156.01 PURPOSE AND INTENT.

The U3 Institutional District is established for the purpose of providing locations and regulatory standards for certain institutions dedicated to educational, cultural, natural and historic enlightenment, enrichment, appreciation, and investigation. (Ord. 2023-6. Passed 6-15-23.)

### 1156.02 PERMITTED USES.

Within a U3 Institutional District, no building or premises shall be used, erected, arranged, intended, or designed to be used except for one or more of the following uses and in conformance with this Chapter. All other uses shall be expressly prohibited:

#### (a) Permitted Uses.

(1) Private educational institutions offering academic and related programs, activities and events designed to meet the academic and other needs of students, faculty and staff in compliance with State and other recognized academic standards.

(b) Accessory Uses. The following accessory uses may be permitted in a Class U3 Institutional District where such use is clearly incidental, supportive, integral, and subordinate to a principal permitted use located in the campus and where the construction and operation of such accessory use shall not alter the essential character and nature of the established principal permitted use:

- (1) Private athletic and recreational facilities and support facilities intended for use by students, faculty, staff, alumni, and school organizations.
- (2) Student, faculty, staff, and guest housing.
- (3) Alumni and fundraising events, activities and programs.
- (4) Facilities for scientific investigation, habitat observation and development, and nature appreciation, education and research.
- (5) Facilities for cultural, social, agricultural, environmental, historic and artistic enlightenment, participation, conservation, and education, including theaters, art and music studios, laboratories, and conference and meeting facilities.
- (6) Parking areas, loading spaces, transportation facilities, and related facilities which are necessary and integral to the operation of a principal permitted use.
- (7) Storage and maintenance buildings.
- (8) Signs and way-finding devices as authorized by the Planning and Zoning Commission.
- (9) Other accessory structures necessary and integral to the operation of a principal permitted use as determined by the Planning and Zoning Commission.
- (10) Roof Mounted Solar Energy Systems designed, installed, and constructed to provide electrical power to be primarily consumed by the principal use or building to which they are accessory provided that no Solar Energy System shall be constructed unless the System's plan, construction, and design have been approved by the Village Architectural Board of Review.

(Ord. 2023-6. Passed 6-15-23.)

### 1156.03 MINIMUM LOT AREA AND MAXIMUM BUILDING COVERAGE.

(a) Each U3 Institutional District shall contain a minimum of one hundred fifty (150) contiguous acres.

(b) The maximum site coverage for all buildings and other impervious surfaces, such as parking, driveways and service areas, within a U3 Institutional District, shall not exceed twenty percent (20%) of the total site area of the campus. (Ord. 2023-6. Passed 6-15-23.)

### 1156.04 MINIMUM SETBACK REQUIREMENTS.

(a) No building, structure or parking area shall be located closer than two hundred (200) feet from the right-of-way line of any public street.

(b) No building, structure or parking area shall be located closer than one hundred (100) feet from any other lot line, provided however, that play fields, trails, walkways, nature observation decks, and related unenclosed structures may be placed closer than one hundred (100) feet from a lot line with the approval of the Planning and Zoning Commission.

(c) The location of parking lots, access drives, playing fields, trails, walkways, and similar facilities which are in existence on the effective date of this provision shall be deemed to have been approved by the Planning and Zoning Commission.

(d) Access drives within required side and rear setbacks shall only be permitted where specifically authorized by the Planning and Zoning Commission. When granting such approval, the Commission may attach such conditions and stipulations regarding location and screening as it deems necessary to protect adjacent properties.

(Ord. 2023-6. Passed 6-15-23.)

### 1156.05 MAXIMUM HEIGHT.

(a) No permitted buildings or structures shall be erected to a height in excess of four (4) stories or sixty (60) feet.

(b) The provisions of subsection (a) shall not apply to restrict the height of a clock tower, chimney flue, water tank, elevator bulkhead, stage tower or scenery loft or to a wireless transmitter or receiver tower.

(c) The Planning and Zoning Commission may, after public notice and hearing and subject to such conditions and safeguards as the Commission may prescribe to protect the appropriate use of neighboring property, permit the erection of a building or portion of a building covering not more than ten percent (10%) of the area of a lot to a height in excess of the limits prescribed in Subsection (a), which exception shall be confirmed by resolution of Council before becoming effective.

(d) Nothing in this Zoning Code shall prevent the erection, above the height limit, of a parapet wall or cornice solely for ornamentation and without windows, extending above such height limit by not more than three (3) feet.

(Ord. 2023-6. Passed 6-15-23.)

## CHAPTER 1159

### U-2 Historic Settlement District

- 1159.01 Purpose and intent.
- 1159.02 Designation of U-2 Historic Districts.
- 1159.03 Conversion of accessory structures to principal uses; limitation of uses; number of attached dwelling units.
- 1159.04 Accessory uses and structures.

- 1159.05** Determination of density.
- 1159.06** Lot reduction; new construction; dimensional requirements.
- 1159.07** Architectural guidelines for existing structures.
- 1159.08** Architectural guidelines for new construction.
- 1159.09** Open space required.
- 1159.10** Ownership and maintenance of open space.

**1159.01 PURPOSE AND INTENT.**

In addition to the applicable provisions stated in Sections 1113.03 and 1131.03, the U-2 Historic Settlement District is established to achieve the following objectives:

- (a) Protection of the architectural integrity of designated historic sites, areas and structures, a significant portion of which was constructed prior to 1930;
  - (b) Increased flexibility in the use of historic properties while maintaining established densities;
  - (c) Preservation of the rural quality and natural landscape of the Village; and
  - (d) Provision of open space and preservation of important environmental values.
- (Ord. 2023-6. Passed 6-15-23.)

**1159.02 DESIGNATION OF U-2 HISTORIC DISTRICTS.**

Council finds that there are areas within the Village which contain structures of historical, architectural or cultural merit. Such areas are designated on the Zoning Map which is on file in the office of the Clerk of Council.

(Ord. 2023-6. Passed 6-15-23.)

**1159.03 CONVERSION OF ACCESSORY STRUCTURES TO PRINCIPAL USES; LIMITATION OF USES; NUMBER OF ATTACHED DWELLING UNITS.**

- (a) Existing accessory structures may be converted to principal uses through reconstruction, alteration or restoration.
- (b) Uses shall be limited to single-family detached or attached residences with permitted accessory uses and structures.
- (c) No structure shall contain more than three attached dwelling units.

(Ord. 2023-6. Passed 6-15-23.)

**1159.04 ACCESSORY USES AND STRUCTURES.**

Accessory uses and structures shall be developed and maintained in accordance with the requirements of the U-1 Single-Family Residential District.

(Ord. 2023-6. Passed 6-15-23.)

**1159.05 DETERMINATION OF DENSITY.**

The legally permitted density shall be determined on the basis of a "yield plan" which consists of conventional lot and street layouts conforming to all Village regulations. In no case shall the number of building lots or dwelling units permitted exceed this number of units or lots. Such yield plans may not include:

- (a) Designated conservation land;
- (b) Floodplain; and
- (c) Slope setbacks, unless reasonable evidence indicates lot suitability.

(Ord. 2023-6. Passed 6-15-23.)

**1159.06 LOT REDUCTION; NEW CONSTRUCTION; DIMENSIONAL REQUIREMENTS.**

(a) Modification and variation of lot and yard sizes may be permitted provided that such modifications and variations are shown on an approved plan and comply with the requirements of this section.

(b) New construction shall be located in such proximity to existing historic structures so as to support the function and character of the historic settlement pattern.

(c) New structures shall be developed and maintained in accordance with the following requirements:

- (1) The minimum distance from a public or private road or street: 150 feet;
- (2) The minimum distance from the boundary of the development area: 150 feet or no closer than existing structures, whichever is less.

(d) The gross floor area of a dwelling unit, together with any accessory structures, shall not exceed 5,000 square feet. For the purposes of this chapter, "gross floor area" shall mean the sum of the total enclosed horizontal area of all floors of a building measured from the inside faces of exterior walls, excluding uninhabitable areas of basements or attics and the first 550 square feet of garage space. (Ord. 2023-6. Passed 6-15-23.)

**1159.07 ARCHITECTURAL GUIDELINES FOR EXISTING STRUCTURES.**

The Planning and Zoning Commission shall evaluate the appropriateness of a Historic Settlement application based on the following guidelines:

- (a) Compatible Reuse. A reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment.
- (b) Preservation of Features. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of distinctive architectural features should be avoided when possible.
- (c) Repair and Replacement of Deteriorated Architectural Features. The repair or replacement of missing architectural features should be compatible with existing design, color, texture and visual qualities; however, other materials may be used.
- (d) Compatible Additions. The design for alterations and additions to existing properties shall be compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

(Ord. 2023-6. Passed 6-15-23.)

**1159.08 ARCHITECTURAL GUIDELINES FOR NEW CONSTRUCTION.**

The Planning and Zoning Commission shall evaluate the appropriateness of design elements of proposed buildings based on the following:

- (a) The location, mass and spatial relationships of buildings shall emulate traditional Village patterns and local character.
- (b) At a minimum, the following building components shall be considered and shall have good proportion and relationship to one another.
  - (1) Window treatment. The size, shape, color, and materials of the individual window units and the overall harmonious relationship of window openings.
  - (2) Exterior detail and relationships. All projecting and receding elements of the exterior, including, but not limited to, porches and overhangs and the major divisions of the facade.
  - (3) Roof shape. The type, form, and materials of the roof and elements thereon.
- (c) Colors shall be harmonious and shall use only compatible accents.

- (d) Monotony of design shall be avoided. Variation of detail, form and siting shall be used to provide visual interest.  
(Ord. 2023-6. Passed 6-15-23.)

**1159.09 OPEN SPACE REQUIRED.**

- (a) Each application for rezoning to a U-2 Historic Settlement District shall indicate on the proposed project development plans those areas to be preserved as permanent open space.  
(b) A minimum of fifty percent (50%) of the gross acreage in the Historic Settlement shall be retained as permanent open space.  
(c) Areas designated as permanent open space shall be designed to best preserve the natural qualities of the land.  
(d) To the extent possible, designated open space shall be contiguous acreage. Except areas that by their nature have a linear configuration, such as buffers, waterbodies, or trail links, the length to width ratio of any parcel of open space shall not exceed 4:1.  
(e) Every effort shall be made to provide open space that will either connect or have the potential to connect to adjacent areas to form a network of conservation areas.  
(f) The required open space as set forth in subsection (b) hereof may be used for underground drainage fields for approved septic systems and underground utilities, but shall not include driveways, walkways, parking areas or other paved surfaces.  
(g) Stormwater management ponds or basins may be included as part of the minimum required open space. (Ord. 2023-6. Passed 6-15-23.)

**1159.10 OWNERSHIP AND MAINTENANCE OF OPEN SPACE.**

- (a) Common open space shall be set aside and perpetually preserved for the mutual use of the owners of the residential lots.  
(b) Copies of the proposed documents providing for the preservation and maintenance of the common open space shall be submitted with the application for rezoning, and no such application shall be approved until such documents are in a form acceptable to the Village so as to preserve perpetually the common open lands in accordance with the objectives and requirements of this chapter.  
(c) Common open space as part of a U-2 Historic Settlement District shall not be depleted, reduced in size or converted to any other use, and title thereto may not be transferred separately from the transfer of the title to the residential lots.  
(Ord. 2023-6. Passed 6-15-23.)

**CHAPTER 1160**

**U-4 Conservation Development District**

- 1160.01** Purposes and objectives.  
**1160.02** Establishment of U-4 Conservation Development Districts.  
**1160.03** Permitted uses.  
**1160.04** Accessory uses.  
**1160.05** Development standards.  
**1160.06** Application requirements and procedures.  
**1160.07** Processing of preliminary development plans.  
**1160.08** Review criteria for preliminary development plans.  
**1160.09** Architectural Board of Review.  
**1160.10** Approval of preliminary development plans.  
**1160.11** Submission of final development plans.  
**1160.12** Approval of final development plans.  
**1160.13** Compliance required.  
**1160.14** Amendments to development plans.  
**1160.15** Preliminary development plan requirements.  
**1160.16** Final development plan requirements.  
**1160.17** Construction inspection.  
**1160.18** Fees and deposits.

**1160.01 PURPOSES AND OBJECTIVES.**

In addition to the applicable provisions stated in Sections 1113.03 and 1131.03, the U-4 Conservation Development District is established to permit, subject to Village Council approval of each district, planned developments which:

- (a) Have creative and imaginative layouts which respect environmental features;  
(b) Have a harmonious and integrated design and visual character;  
(c) Maintain the established one (1) dwelling unit per five (5) acre density of the Village;  
(d) Encourage the permanent preservation of open space and natural amenities through the use of conservation easements;  
(e) Do not increase the overall density of development within the Village; and  
(f) Maintain the overall character of the Village.  
(Ord. 2023-6. Passed 6-15-23.)

**1160.02 ESTABLISHMENT OF U-4 CONSERVATION DEVELOPMENT DISTRICTS.**

The following shall govern the establishment of any U-4 Conservation Development District:

- (a) No U-4 Conservation Development shall be established except subsequent to petition by the owner(s) of land proposed to be included within the district.  
(b) Each U-4 Conservation Development shall be served by a common on-site wastewater disposal system approved by the Ohio EPA.  
(c) Each U-4 Conservation Development District shall have a minimum area of not less than thirty (30) contiguous acres. Property which is contiguous to other property at any point which is burdened by a public right of way shall not be deemed "contiguous" for the purposes of this provision.  
(d) Each U-4 Conservation Development District shall be developed in conformance with an approved Development Plan which has been reviewed and approved by the Village in accordance with the provisions set forth herein.  
(Ord. 2023-6. Passed 6-15-23.)

**1160.03 PERMITTED USES.**

- (a) Uses shall be limited to single-family detached or single-family attached residences with permitted accessory uses and structures.  
(b) No structure shall contain more than three (3) single-family attached dwelling units.  
(Ord. 2023-6. Passed 6-15-23.)

**1160.04 ACCESSORY USES.**

- (a) No individual accessory structures shall be permitted.  
(b) Each Conservation Development shall be permitted common or group accessory uses and structures, which may include:

- (1) A swimming pool and bath house;
- (2) A tennis court; and
- (3) Similar accessory uses and structures as approved as part of the development plan approval for the District and intended for the common use of residents living in the development.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.05 DEVELOPMENT STANDARDS.**

The following development standards shall apply to all U-4 Conservation Development Districts:

- (a) Density of Dwelling Units. The maximum density of dwelling units shall be as set forth on the approved Development Plan. In no case shall the density be greater than the lesser of one (1) dwelling unit per five (5) acres or the permitted density determined by a "yield plan" for a conventional five (5) acre lot subdivision which conforms to all Village regulations. The determination of permitted density shall not include any areas designated as flood plain or which are covered by an existing conservation easement.
- (b) Open Space.
  - (1) Permanent open space shall be as set forth on the Final Approved Development Plan; provided, however, that the land area designated for permanent open space shall not be less than fifty-five percent (55%) of the total land area of the Conservation Development. Common open space shall be located and designed to be integrally related to the overall design of the development and to conserve and protect significant natural features such as wetlands, woodlands, streams, lakes, historic features, and environmentally sensitive areas. Common open space shall be kept in its natural state except for generally accepted woodland and field management practices.
  - (2) The common open space shall be made subject to a perpetual conservation easement in a form approved by the Village in favor of an organization or agency acceptable to the Village. Conservation easements shall include the Village as third party beneficiary of the terms of the easement with the right, but no obligation, to enforce the provisions of the easement.
  - (3) All of the common open space within a U-4 Conservation Development District shall be contiguous unless otherwise specifically authorized by Village Council. It is preferred, but not required, that proposed common open space abut areas which have existing conservation easements.
  - (4) Open space conservation areas shall not be used for the location of common on-site wastewater disposal systems.
  - (5) Required setbacks and building separations within the disturbed or developed portion of a U-4 Conservation Development shall not be included in the calculation of permanent open space for the purposes of complying with the requirements of subsection (b)(1) hereof.
- (c) Maximum Height. Buildings within a U-4 Conservation Development District shall comply with the maximum height provisions of Section 1155.05.
- (d) Maximum Building Ground Coverage. The maximum building ground coverage by any individual dwelling unit shall not exceed four thousand five hundred (4,500) square feet.
- (e) Access and Street Requirements.
  - (1) All streets constructed as part of a Conservation Development shall be private streets unless a public street is specifically authorized by the Village to provide for interconnection or to achieve some other public access purpose.
  - (2) Private streets within a Conservation Development District shall have eighteen (18) feet of asphalt pavement with berms. Private cul-de-sac streets shall be designed with sufficient turn around areas to adequately accommodate emergency vehicles and service vehicles such as snow plows and garbage trucks. Private streets shall be designed and constructed in accordance with the standards and specifications of the Village Engineer.
  - (3) Each dwelling unit shall have access to a public street or to a private street internal to the Conservation Development District in a manner approved by the Village and said access shall be clearly defined on the development plan.
- (f) Setbacks and Separations. Building setbacks and separations shall be as established on the approved final development plan. In establishing said separations, Village Council shall consider the spacing necessary for adequate visual and acoustical privacy, adequate light and air, fire and emergency access, building configurations, energy-efficient siting, and the relationships of building sites to circulation patterns. In no instance shall the established setbacks and/or separations be less than the following:
  - (1) No building, structure, or parking area shall be located closer than two hundred (200) feet to the right-of-way line of an existing public or private street.
  - (2) No building, structure, lighting or parking area shall be located closer than one hundred (100) feet to any project boundary line.
  - (3) No building, structure, accessory use, landscape lighting, or parking area shall be located closer than seventy-five (75) feet to any protected watercourse within the Conservation Development or within 300 feet of the Chagrin River.
  - (4) No building or structure shall be located closer than fifty (50) feet from the edge of pavement or edge of easement of any private street constructed as part of the Conservation Development.
  - (5) The minimum distance between buildings shall be fifty (50) feet.
  - (6) No driveway or private road shall be constructed nearer than seventy-five (75) feet from any side or rear property line in a Conservation Development District. Where due to severe topographic or other special site conditions, the Planning and Zoning Commission authorized an exception to this setback requirement, the Commission may require installation of screening and buffering along the property line to mitigate potential impacts.
  - (7) The setback regulations contained herein shall not apply to structures such as boundary fences, entry gates, and gateposts.
- (g) Architectural Design. Architectural treatments shall demonstrate a cohesive design concept which promotes compatibility among structures and reflects the character of the Village of Hunting Valley. All dwellings shall have a two (2) story design.
- (h) Drainage. All Conservation Developments shall provide for storm water management and erosion and sedimentation control in accordance with the provisions of the Subdivision and Land Development Regulations. Plans for storm water management and erosion and sedimentation control shall be subject to the review and approval of the Village Engineer. No structural storm water management facilities shall be located within the open space conservation areas.
- (i) Fire Protection. All Conservation Developments shall make provisions for fire protection which shall conform to the standards and specifications of the Village and Fire Chief.
- (j) Lighting. Lighting in a Conservation Development shall be in accordance with Chapter 1161.
- (k) Impervious Surface. Not more than ten percent (10%) of the total area of any Conservation Development shall be covered with impervious surfaces. For purposes of this provision, impervious surface shall not include ponds.
- (l) Gross Livable Floor Area. The gross livable floor area shall not be less than four thousand (4,000) square feet nor exceed a maximum of six thousand (6,000) square feet for any single-family dwelling unit, whether attached or detached. Gross livable floor area shall mean the sum of the total enclosed area of all floors of a building measured from the inside faces of exterior walls, excluding garages, basements, and uninhabitable attics.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.06 APPLICATION REQUIREMENTS AND PROCEDURES.**

- (a) Property owners who wish to have their land zoned for a U-4 Conservation Development District shall make application for both a Zoning Map amendment and general development plan approval. The request for rezoning and application for Preliminary Development

Plan approval shall occur simultaneously and the approval of one shall be dependent on the approval of the other.

(b) Applications for rezoning to a U-4 Conservation Development District shall be made by filing an application to Village Council pursuant to the provisions of Section 1151.04 of this Zoning Code. Said application shall be heard and action taken in accordance with the procedures and provisions set forth in Section 1151.04. The following additional submission requirements shall apply to all applications for rezoning to a Conservation Development District:

- (1) A Preliminary Development Plan conforming to the requirements of Section 1160.15.
  - (2) A storm drainage management plan which addresses the proposed methods of controlling storm run-off and mitigating erosion and sedimentation impacts.
  - (3) Proposed covenants and restrictions intended to govern the development and future use of the Conservation Development including a perpetual maintenance plan setting forth the proposed ownership arrangement, maintenance responsibility, and financing method for all recreation facilities, common parking areas, private streets, and other commonly owned facilities.
  - (4) The proposed perpetual conservation easement for the common open space.
  - (5) A yield plan which consists of conventional lot and street layouts conforming to all Village regulations.
- (Ord. 2023-6. Passed 6-15-23.)

#### **1160.07 PROCESSING OF PRELIMINARY DEVELOPMENT PLANS.**

(a) Once the application is determined to be complete and is officially accepted by the Building Inspector/Zoning Inspector, the Building Inspector/Zoning Inspector shall forward copies to Village Council and such other officials or advisors as the Village may from time to time designate. The Preliminary Development Plan shall be referred by Village Council to the Planning and Zoning Commission and the Architectural Board of Review for a report of its recommendations.

(b) The Planning and Zoning Commission and the Architectural Board of Review shall schedule the application to be heard at their next general meeting occurring at least fourteen (14) days subsequent to filing of the complete application at which time the applicant shall be provided an opportunity to present the proposed Conservation Development. Notice of the meeting shall be sent to all adjoining property owners and to all other Village residents who have filed a written request to receive notices of hearings on proposed Conservation Developments.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.08 REVIEW CRITERIA FOR PRELIMINARY DEVELOPMENT PLANS.**

When reviewing an application for a Conservation Development, Village Council, the Planning and Zoning Commission, and the Architectural Board of Review shall consider, but shall not be limited to consideration of, the following characteristics of the proposed development:

- (a) The comprehensive nature and design of the Preliminary Development Plan, including appropriate design of the physical, aesthetic, and economic relationships among its parts;
- (b) The anticipated impacts of the proposed development upon the Village and upon adjoining and proximate neighbors and properties;
- (c) The proposed architectural and site design characteristics;
- (d) The nature and extent of proposed landscaping, existing vegetation and landform to be retained, and of proposed screening and buffering;
- (e) The suitability of the proposed separations between buildings, including any proposed setbacks or yards; and
- (f) Conformance with the maximum density as established by the Planning Commission based upon the yield plan.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.09 ARCHITECTURAL BOARD OF REVIEW.**

The Architectural Board of Review shall act upon the Preliminary Development Plans within forty-five (45) days of the date the application was referred from Village Council. The Architectural Board of Review may recommend approval, approval with modifications and/or stipulations, or denial of the Preliminary Development Plan to the Planning and Zoning Commission.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.10 APPROVAL OF PRELIMINARY DEVELOPMENT PLANS.**

(a) In addition to the considering the review criteria as provided in Section 1160.08, the Planning and Zoning Commission shall take into consideration the recommendation of the Architectural Board of Review.

(b) The Planning and Zoning Commission shall act upon Preliminary Development Plans within sixty (60) days of the date the application was referred from Village Council. The Planning and Zoning Commission may recommend approval, approval with modifications and/or stipulations, or denial of the Preliminary Development Plan to Village Council.

(c) Village Council shall act upon the Preliminary Development Plan within forty-five (45) days of receipt of the recommendation of the Planning and Zoning Commission.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.11 SUBMISSION OF FINAL DEVELOPMENT PLANS.**

Final Development Plans conforming to the requirements of Section 1160.16 submitted to Village Council for review shall be based on a previously approved Preliminary Development Plan and may be for portion or phases of the entire project. Final Development Plans shall be submitted at least ten (10) working days prior to the meeting at which said plans will be reviewed by Village Council. A minimum of six (6) copies shall be submitted. Submission shall include fees and deposits as established by Village Council.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.12 APPROVAL OF FINAL DEVELOPMENT PLANS.**

The Planning and Zoning Commission shall review each Final Development Plan and shall make a recommendation to Village Council regarding same within forty-five (45) days of the date at which said Final Development Plan is first heard by the Planning and Zoning Commission unless such time is extended with the consent of the applicant. The Planning and Zoning Commission may suggest, and Village Council may attach, such conditions to the approval of a Final Development Plan as may be reasonably required by the public health, safety and welfare and deemed appropriate to carry out the purposes and intent of this Zoning Code. Village Council shall act upon each Final Development Plan referred by the Planning and Zoning Commission within forty-five (45) days of receipt of the Planning and Zoning Commission's recommendation provided, however, that said time period may be extended by Village Council with the consent of the applicant.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.13 COMPLIANCE REQUIRED.**

Subsequent to the approval of a Conservation Development plan, all site plans, building permits, and other plans for improvements and any development or construction within the Conservation Development District shall be in substantial compliance with the approved Final Development Plan and any conditions of such approval adopted by the Village in approving the Conservation Development. Any departure from the approved Final Development Plan and any conditions or development agreements attached thereto, shall be deemed to be a violation of this Zoning Code. When the Building Inspector/Zoning Inspector determines that a proposed plan, request for Zoning

Certificate, development or construction may not be in compliance with the Final Development Plan, he shall take appropriate action as authorized by this Zoning Code to compel compliance. (Ord. 2023-6. Passed 6-15-23.)

#### **1160.14 AMENDMENTS TO DEVELOPMENT PLANS.**

The owner or the homeowners association of an approved Conservation Development may submit plans for amendment of the approved Development Plan. The Planning and Zoning Commission and Village Council shall review such proposed modifications to the Development Plan and may grant approval of such changes if the Planning and Zoning Commission and Village Council determine that:

- (a) The amendment is generally in conformance with the form, nature, and intent of the approved Development Plan;
- (b) The total number of dwelling units within the Conservation Development will not be increased; and
- (c) The amount of open space will not be reduced.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.15 PRELIMINARY DEVELOPMENT PLAN REQUIREMENTS.**

Each application for Preliminary Development Plan review shall include two (2) paper copies and one (1) digital copy in PDF format of a plan for the entire Conservation Development area, drawn to scale and shall include, at a minimum, the following data:

- (a) The name of the development, the name of the owner or developer, north arrow, date and scale;
- (b) A boundary survey;
- (c) Existing topography and proposed finished grade with a maximum two foot (2') contour interval;
- (d) Proposed building locations and setbacks;
- (e) Vehicular and pedestrian circulation plans;
- (f) A storm drainage plan; including preliminary arrangements for storm detention facilities.
- (g) All existing and proposed water facilities including the location and sizes of water mains, and the location of fire hydrants;
- (h) Location and size of common on-site sewage disposal system;
- (i) General concept plans for landscaping and buffering;
- (j) Architectural plans of proposed buildings and structures;
- (k) Typical sections for all access drives;
- (l) Proposed phases if the project is to be developed in stages; and
- (m) A table containing calculations of building ground coverage and the total area covered with impervious surfaces.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.16 FINAL DEVELOPMENT PLAN REQUIREMENTS.**

(a) Final Development Plans shall be prepared and certified by persons professionally qualified to do such work. Final Development Plans shall be prepared at an appropriate scale, but not less than one (1) inch equals one hundred feet (1" = 100'). Profiles must be submitted on standard plan profile sheets.

(b) Final Development Plans shall include detailed design information for all of the items contained on Preliminary Development Plans but shall also include detailed construction drawings for proposed improvements including such items as:

- (1) Detailed improvement plans including all pipe sizes, types, grades, and invert elevations, and the location of manholes for sanitary and storm sewers, and the location and sizes of water mains, and the location of fire hydrants;
- (2) A detailed landscaping and buffering plan including a listing of all plant material by type, size, and number;
- (3) Provisions for the adequate control of erosion and sedimentation;
- (4) The location, type, size and height of all fencing, screening, and retaining walls;
- (5) The location, width, size and intended purpose of all easements; and
- (6) Detailed site grading and drainage plans including storm detention calculations and pipe sizing analyses.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.17 CONSTRUCTION INSPECTION.**

During construction, the Village's representatives shall be afforded adequate opportunity to inspect the development to confirm proper installation of improvements and compliance with the provisions of this Zoning Code, the approved standards and conditions for the Conservation Development, and such other regulations as may be applicable.

(Ord. 2023-6. Passed 6-15-23.)

#### **1160.18 FEES AND DEPOSITS.**

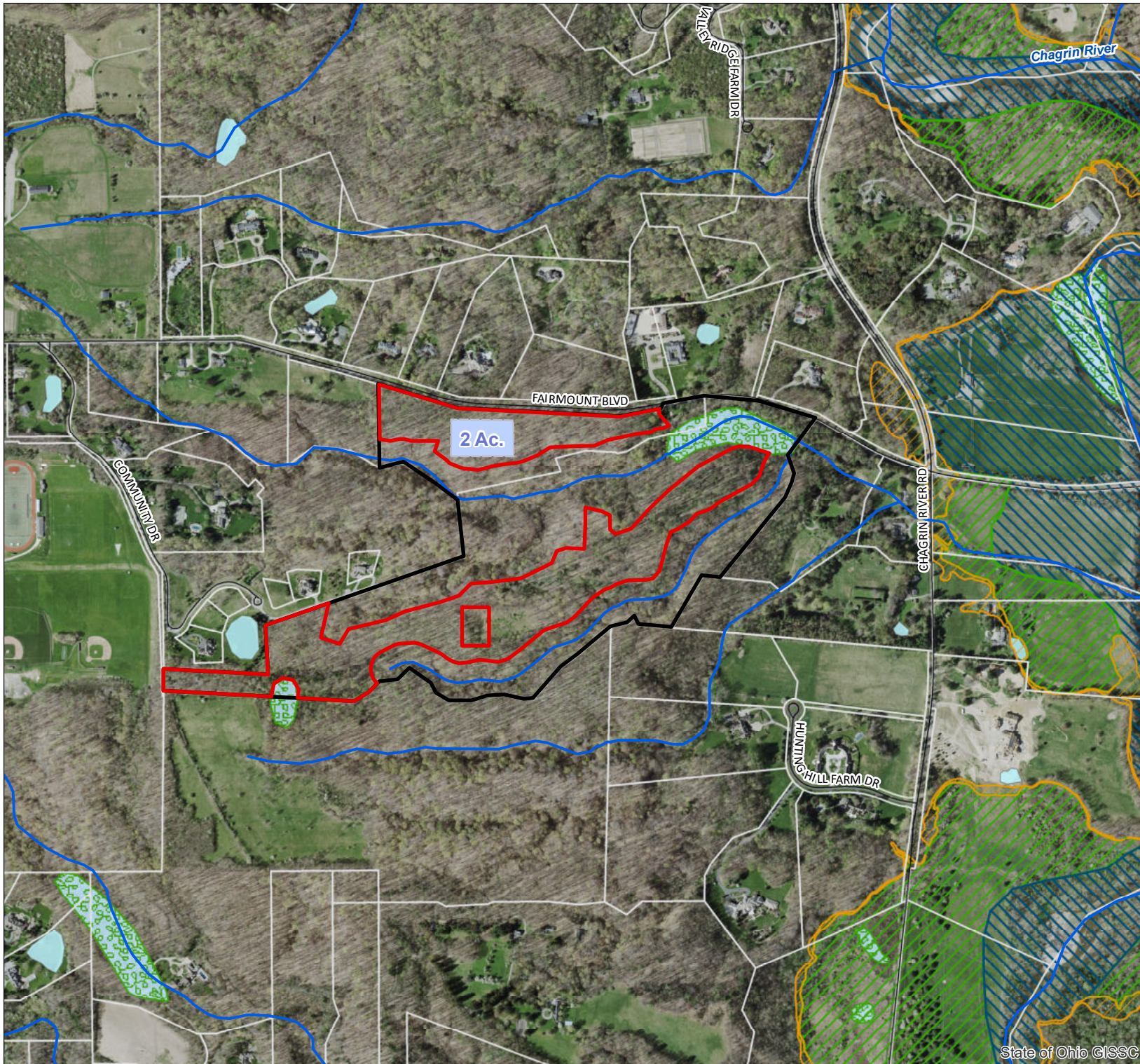
(a) All applications for development plan review and approval shall be accompanied by a non-refundable fee in an amount as set forth in the fee schedule as established from time to time by Village Council.

(b) All applications for development plan review and approval shall be accompanied by a cash deposit for professional consultant services in an amount as set forth in the fee schedule as established from time to time by Village Council. Any balance of unused funds shall be refunded to the applicant within sixty (60) days of the Village's final action on the application.












(c) Prior to commencement of construction, the developer of a Conservation Development shall deposit with the Village Clerk an amount based upon the estimated cost of construction of inspection services as determined by the Village's consultants, which funds shall be used by the Village to pay for project inspections during construction as provided in Section 1160.17.

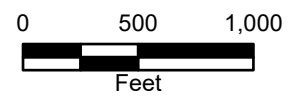
(Ord. 2023-6. Passed 6-15-23.)





## Streams, Wetlands, Floodzones

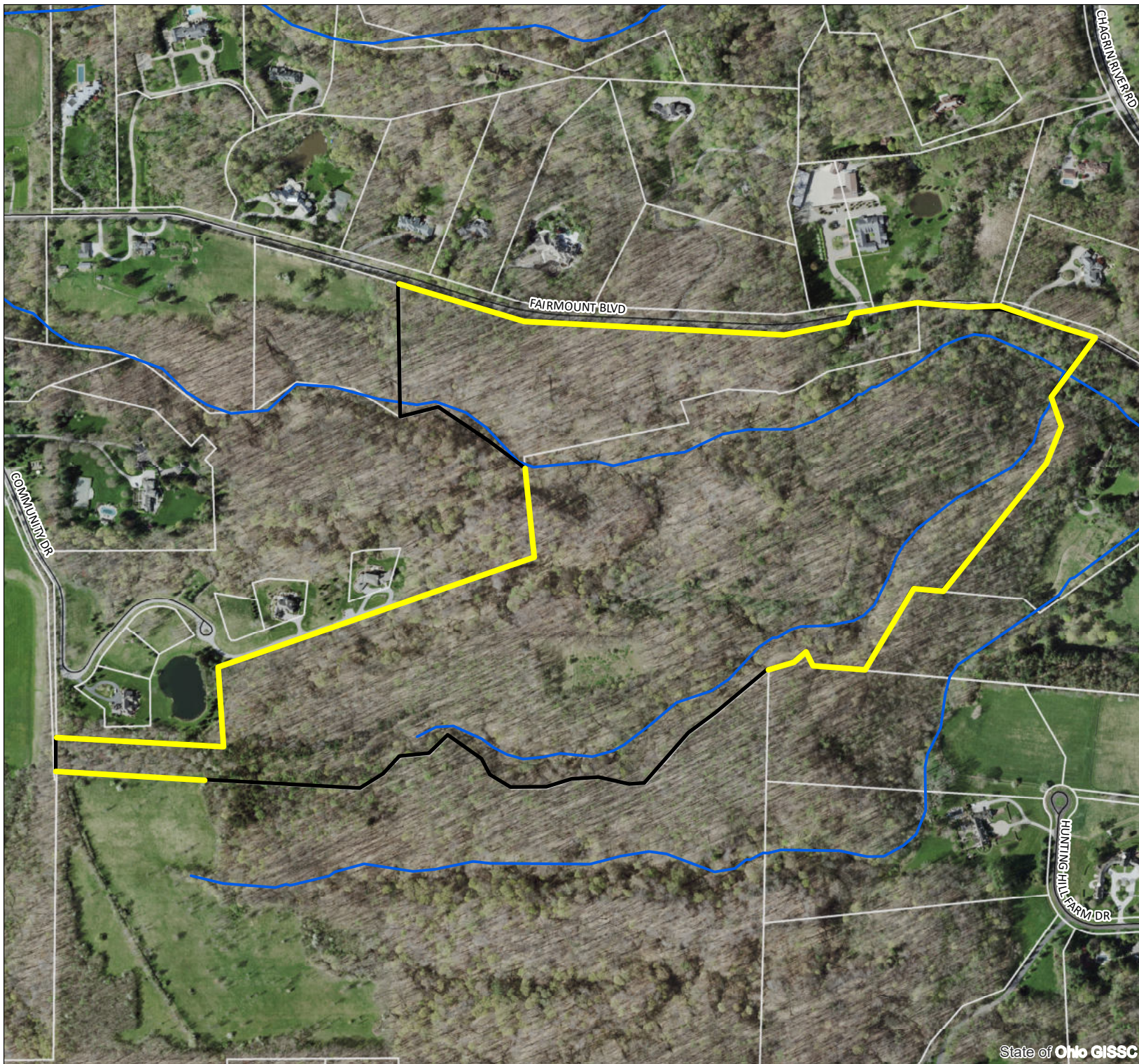
-  Project Area: - 35.7 Acres
-  Property Boundary - 87.6 Acres
-  2-Acre Floating Improvement Area (Exact Location TBD)
-  500 Year Floodzone
-  100 Year Floodzone
-  100 Year Floodzone - Regulatory Floodway
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Cuyahoga County Parcels
-  Connector
-  River/Stream
-  Municipal Roads








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State of Ohio GISSC

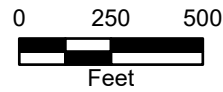
## Threat of Loss Demonstration



# Perimeter Development

-  Property Boundary  
Perimeter - 2.24 Miles
-  Cuyahoga County  
Parcels
-  Perimeter  
Development - 1.53 Miles
-  River/Stream
-  Municipal Roads

68.3% of Perimeter  
is Developed



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**Attestation of No Double Counting and No Net Harm**



## Shelter Hill Forest Preservation Project Attestation of No Double Counting of Credits & No Net Harm

I am the Assistant Secretary of Western Reserve Land Conservancy (WRLC) and make this attestation regarding the no double counting of credits and no net harm from this tree preservation project, Shelter Hill Forest Preservation Project.

### 1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

### 2. No Double Counting by Applying for Credits from another Registry

WRLC has not and will not seek credits for CO<sub>2</sub> for the project trees or for this project from any other organization or registry issuing credits for CO<sub>2</sub> storage.

### 3. No Double Counting by Seeking Credits for the Same Trees or Same CO<sub>2</sub> Storage

WRLC has not and will not apply for a project including the same trees as this project nor will it seek credits for CO<sub>2</sub> storage for the project trees or for this project in any other project or more than once. WRLC checked the location of the Project Area against the Registry-provided geospatial database, which contains geospatial data on the project areas of all registered urban forest carbon preservation projects to date. Project Operator has determined that there is no overlap of Project Area or Project Trees with any registered urban forest carbon preservation project.

### 4. No Net Harm

The trees preserved in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are preserved for the benefits they deliver to people, communities, and the environment in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

Signed on August 11 in 2023, by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy.

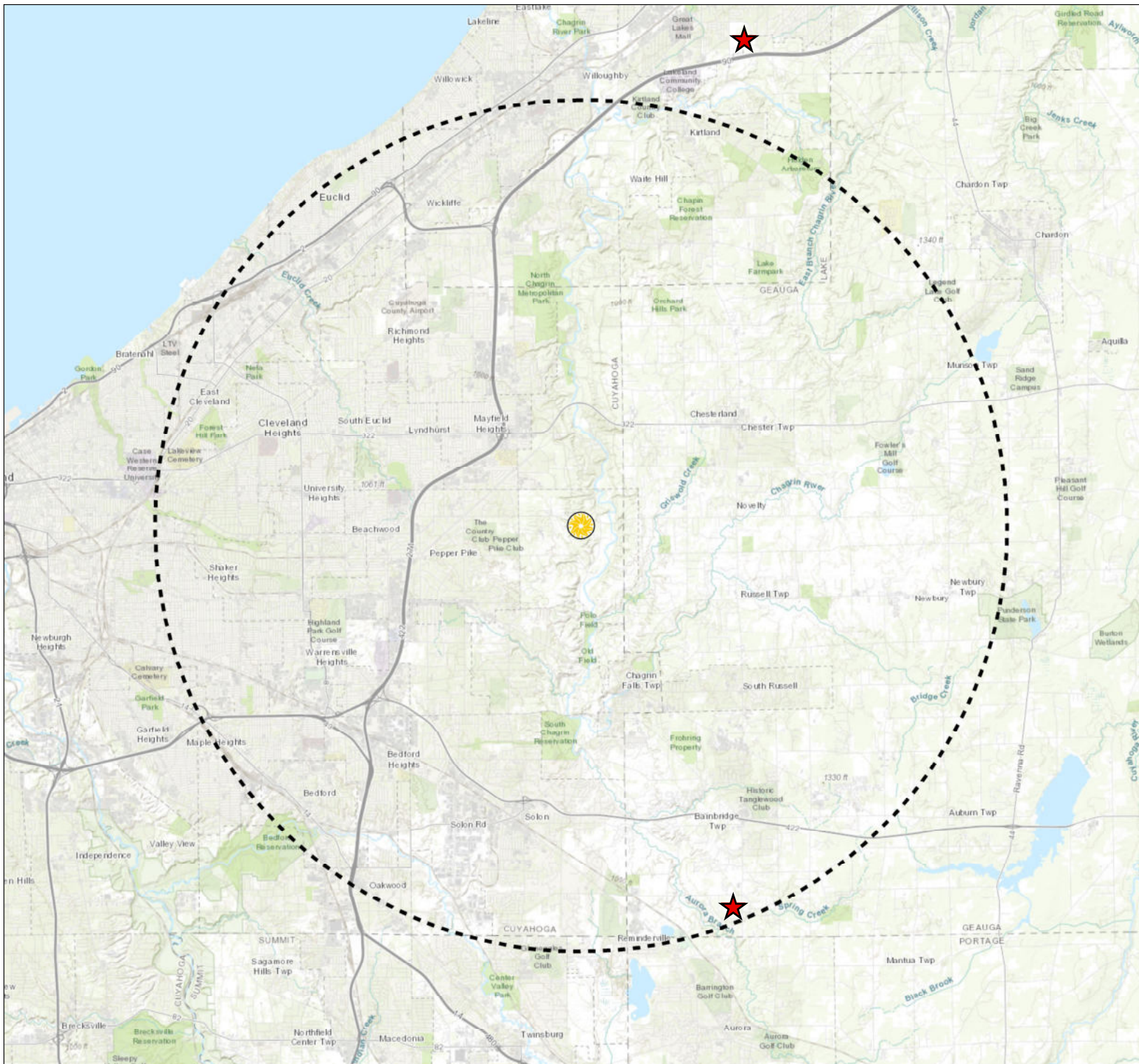
Signature

(440) 528-4150




Phone

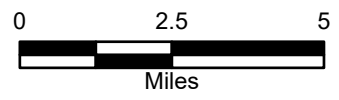
rowan@wrlandconservancy.org

Email



# No Double Counting Map

-  Project Location
-  Existing Preservation Projects
-  10mi Buffer



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**Attestation of Additionality**



## Shelter Hill Forest Preservation Project Attestation of Additionality

I am the Assistant Secretary of the Western Reserve Land Conservancy (WRLC) and make this attestation regarding additionality from this tree preservation project, Shelter Hill Forest Preservation Project.

- Project Description
  - The Project that is the subject of this attestation is described more fully in the Application and the Project Design Document (PDD), both of which are incorporated into this attestation.
- Prior to the start of the project, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
- The zoning in the Project Area currently allows for a non-forest use
- The trees in the Project Area face a threat or risk of removal or conversion out of forest
- WRLC recorded in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years
- Additionality is also embedded in the quantification methodology that our project followed. Projects cannot receive, and the project will not receive, credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred. The project also had to apply a discount to credited carbon for potential displaced development due to the project.
- Project Implementation Agreement for Project Duration
  - WRLC signed a Project Implementation Agreement with City Forest Credits for 40 years.

Signed on August 11 in 2023, by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy.

Signature

ROBERT BO OWEN

Printed Name

(440) 528-4150

Phone

rowen@wrlandconservancy.org

Email



# Carbon Quantification Tool

## Fraction at Risk & Impervious Surface Worksheet - Residential Zoning

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Fraction at Risk of Tree Removal	Supplemental Information/Notes
----------------------------------	--------------------------------

**If minimum lot size is smaller than 2.25 acres, use 90%**

**OR if minimum lot size is larger than 2.25 acres:**

- 35.7 Project Area (acres)
- 5.000 Minimum lot size (acres/unit)
- 7.00 Max potential dwelling units
- 14.00 Clearing estimated at 2 acres/unit
- 2.17 Clearing estimated at 10% of remaining area
- 16.2 Total potentially cleared area

Check the local zoning code

45.29% Fraction at risk of tree removal

Impervious Surface	Supplemental Information/Notes
--------------------	--------------------------------

**If zoning code does not specify maximum lot coverage or yard setbacks, use the lesser of 50% or the fraction at risk of tree removal** \*Per 11.3.B

**OR if the Zoning Code specifies maximum lot coverage**

Avoided impervious surface (maximum lot coverage)

Check the local zoning code

**OR if the Zoning Code does not specify maximum lot coverage but specifies minimum yard setbacks**

- 35.7 Project Area (acres)
- 217800.00 Minimum lot size (sqft/unit)
- 350.00 Minimum lot width (feet)
- 622.29 Estimated lot length (feet)
- 150 Front yard setback (ft)
- 52,500 Estimated front yard setback (sqft)
- 75 Rear yard setback (ft)
- 26,250 Estimated side yard setback (sqft)
- 75 Side yard setback
- 59,593 Estimated setbacks (sqft/unit)
- 138,343 All setbacks per unit (sqft/unit)

Check the local zoning code

36.48% Avoided impervious surface **CHECK: if greater than 50%, the 50% standard deduction for residential use should be used. If less than 50%, use this number instead.**

<b>Project Name</b>	Shelter Hill
<b>Project Location</b>	Hunting Valley, OH

Carbon Quantification Summary	Protocol Section	Supplemental Information/Notes
35.700 Total Project Area Acres		include project area for all parcels enrolled in carbon project
B2 Maple-Beech-Birch, B2 Maple-Beech-Birc US Forest Service General Technical Report NE-343 - Table Number	11.1.A	based on the GTR regions map and primary forest type
72.33893557 Stand age (years)	11.1.A	determine using aerial photos
67.23613445 Biomass tC/ac	11.1.A	use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
246.5 Biomass tCO2e/ac	11.1.A	
91% Percent cover	11.1.A	include I-Tree Canopy file containing coordinates of evaluated points
8,009 Project Stock, tCO2e	11.1.A	
6,407 Accounting Stock, tCO2e	11.1.A	
45% Fraction at risk of tree removal	11.2	Based on zoning - see 11.2 in preservation protocol
2,902 Avoided Biomass Emissions, tCO2e	11.2	
36% Avoided impervious surface, percent	11.4	Based on zoning - see 11.4 in preservation protocol
13.02336 Avoided impervious surface, acres	11.4	
1,563 Avoided Soil Carbon Emissions, tCO2e	11.4	
18.3% Displacement	11.5	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
531 Displaced Biomass Emissions, tCO2e	11.5	
474 Displaced Soil Emissions	11.5	
2,371 Credits from Avoided Biomass Emissions, tCO2e	11.5	Assumes that redevelopment causes increase in impervious surface on redeveloped parcels
1,089 Credits from Avoided Soil Emissions, tCO2e		
3,460 Total Credits attributed to the project, tCO2e		
346 Registry Reversal Pool Account (10%), tCO2e		
<b>3,114 Total credits issued to the project, tCO2e</b>		
<b>87 Total credits issued to the project, tCO2e/acre</b>		

Year	Credits Issued This Year	Cumulative Credits Issued	Buffer Credits Issued
1		3114	346
2		0	0
3		0	0
4		0	0
5		0	0

Credit Sum Check (delete before finalizing document)  
 3114 If not equal to B29, check math!

<b>Project Name</b>	Shelter Hill
<b>Project Location</b>	Hunting Valley, OH
<b>Stand &amp; Zoning</b>	1 - Residential (Single Family Home)

Carbon Quantification Summary	Protocol Section	Supplemental Information/Notes
1.900 Total Project Area Acres		include project area for all parcels enrolled in carbon project
B2 Maple-Beech-Birch US Forest Service General Technical Report NE-343 - Table Number	11.1.A	based on the GTR regions map and primary forest type
25 Stand age (years)	11.1.A	determine using aerial photos
32.3 Biomass tC/ac	11.1.A	use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
118.4 Biomass tCO2e/ac	11.1.A	
91% Percent cover	11.1.A	include i-Tree Canopy file containing coordinates of evaluated points
205 Project Stock, tCO2e	11.1.A	
164 Accounting Stock, tCO2e	11.1.A	
45.29% Fraction at risk of tree removal	11.2	Based on zoning - see 11.2 in preservation protocol
74 Avoided Biomass Emissions, tCO2e	11.2	
36.48% Avoided impervious surface, percent	11.4	Based on zoning - see 11.4 in preservation protocol
0.69312 Avoided impervious surface, acres	11.4	
83 Avoided Soil Carbon Emissions, tCO2e	11.4	
18.3% Displacement	11.5	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
14 Displaced Biomass Emissions, tCO2e	11.5	
25 Displaced Soil Emissions	11.5	
61 Credits from Avoided Biomass Emissions, tCO2e	11.5	Assumes that redevelopment causes increase in impervious surface on redeveloped parcels
58 Credits from Avoided Soil Emissions, tCO2e		
119 Total Credits attributed to the project, tCO2e		
12 Registry Reversal Pool Account (10%), tCO2e		
<b>107 Total credits issued to the project, tCO2e</b>		
<b>56 Total credits issued to the project, tCO2e/acre</b>		

<b>Project Name</b>	Shelter Hill
<b>Project Location</b>	Hunting Valley, OH
<b>Stand &amp; Zoning</b>	2 - Residential (Single Family Home)

Carbon Quantification Summary	Protocol Section	Supplemental Information/Notes
33.440 Total Project Area Acres		include project area for all parcels enrolled in carbon project
B2 Maple-Beech-Birch US Forest Service General Technical Report NE-343 - Table Number	11.1.A	based on the GTR regions map and primary forest type
75 Stand age (years)	11.1.A	determine using aerial photos
69.2 Biomass tC/ac	11.1.A	use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
253.7 Biomass tCO2e/ac	11.1.A	
91% Percent cover	11.1.A	include i-Tree Canopy file containing coordinates of evaluated points
7,721 Project Stock, tCO2e	11.1.A	
6,177 Accounting Stock, tCO2e	11.1.A	
45.29% Fraction at risk of tree removal	11.2	Based on zoning - see 11.2 in preservation protocol
2,798 Avoided Biomass Emissions, tCO2e	11.2	
36.48% Avoided impervious surface, percent	11.4	Based on zoning - see 11.4 in preservation protocol
12.198912 Avoided impervious surface, acres	11.4	
1,464 Avoided Soil Carbon Emissions, tCO2e	11.4	
18.3% Displacement	11.5	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
512 Displaced Biomass Emissions, tCO2e	11.5	
444 Displaced Soil Emissions	11.5	
2,286 Credits from Avoided Biomass Emissions, tCO2e	11.5	Assumes that redevelopment causes increase in impervious surface on redeveloped parcels
1,020 Credits from Avoided Soil Emissions, tCO2e		
3,306 Total Credits attributed to the project, tCO2e		
331 Registry Reversal Pool Account (10%), tCO2e		
<b>2,975 Total credits issued to the project, tCO2e</b>		
<b>89 Total credits issued to the project, tCO2e/acre</b>		

<b>Project Name</b>	Shelter Hill
<b>Project Location</b>	Hunting Valley, OH
<b>Stand &amp; Zoning</b>	3 - Residential (Single Family Home)

Carbon Quantification Summary	Protocol Section	Supplemental Information/Notes
0.360 Total Project Area Acres		include project area for all parcels enrolled in carbon project
B2 Maple-Beech-Birch US Forest Service General Technical Report NE-343 - Table Number	11.1.A	based on the GTR regions map and primary forest type
75 Stand age (years)	11.1.A	determine using aerial photos
69.2 Biomass tC/ac	11.1.A	use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
253.7 Biomass tCO2e/ac	11.1.A	
91% Percent cover	11.1.A	include i-Tree Canopy file containing coordinates of evaluated points
83 Project Stock, tCO2e	11.1.A	
66 Accounting Stock, tCO2e	11.1.A	
45.29% Fraction at risk of tree removal	11.2	Based on zoning - see 11.2 in preservation protocol
30 Avoided Biomass Emissions, tCO2e	11.2	
36.48% Avoided impervious surface, percent	11.4	Based on zoning - see 11.4 in preservation protocol
0.131328 Avoided impervious surface, acres	11.4	
16 Avoided Soil Carbon Emissions, tCO2e	11.4	
18.3% Displacement	11.5	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
6 Displaced Biomass Emissions, tCO2e	11.5	
5 Displaced Soil Emissions	11.5	
25 Credits from Avoided Biomass Emissions, tCO2e	11.5	Assumes that redevelopment causes increase in impervious surface on redeveloped parcels
11 Credits from Avoided Soil Emissions, tCO2e		
36 Total Credits attributed to the project, tCO2e		
4 Registry Reversal Pool Account (10%), tCO2e		
<b>32 Total credits issued to the project, tCO2e</b>		
<b>89 Total credits issued to the project, tCO2e/acre</b>		







# iTree Canopy Report

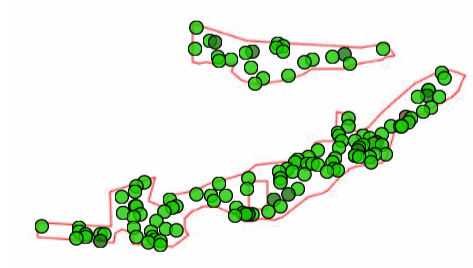
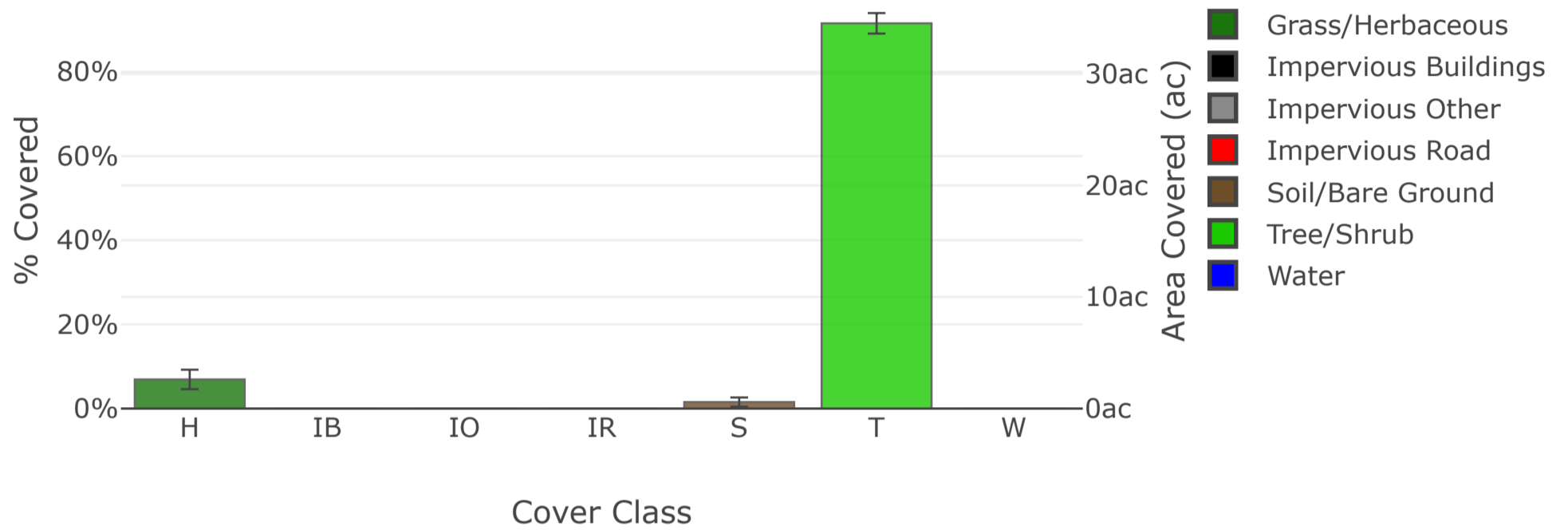
# i-Tree Canopy

Cover Assessment and Tree Benefits Report

Estimated using random sampling statistics on 10/24/2023



## Land Cover



Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ac) ± SE
H	Grass/Herbaceous		9	6.92 ± 2.31	2.61 ± 0.87
IB	Impervious Buildings		0	0.00 ± 0.00	0.00 ± 0.00
IO	Impervious Other		0	0.00 ± 0.00	0.00 ± 0.00
IR	Impervious Road		0	0.00 ± 0.00	0.00 ± 0.00
S	Soil/Bare Ground		2	1.54 ± 1.09	0.58 ± 0.41
T	Tree/Shrub		119	91.54 ± 2.44	34.53 ± 0.92
W	Water		0	0.00 ± 0.00	0.00 ± 0.00
<b>Total</b>			<b>130</b>	<b>100.00</b>	<b>37.72</b>

Tree Benefit Estimates: Carbon (English units)

Description	Carbon (oz)	±SE	CO <sub>2</sub> Equiv. (oz)	±SE	Value (USD)	±SE
Sequestered annually in trees	0.00	±0.00	0.00	±0.00	\$0	±0
Stored in trees (Note: this benefit is not an annual rate)	38,014,684.51	±1,013,683.96	139,387,176.52	±3,716,841.20	\$0	±0

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Amount sequestered is based on 0.000 oz of Carbon, or 0.000 oz of CO<sub>2</sub>, per ac/yr and rounded. Amount stored is based on 1100880.205 oz of Carbon, or 4036560.751 oz of CO<sub>2</sub>, per ac and rounded. Value (USD) is based on \$0.00/oz of Carbon, or \$0.00/oz of CO<sub>2</sub> and rounded. (English units: oz = ounces, ac = acres)

Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (oz)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	0.00	±0.00	\$0	±0
NO2	Nitrogen Dioxide removed annually	0.00	±0.00	\$0	±0
O3	Ozone removed annually	0.00	±0.00	\$0	±0
SO2	Sulfur Dioxide removed annually	0.00	±0.00	\$0	±0
PM2.5	Particulate Matter less than 2.5 microns removed annually	0.00	±0.00	\$0	±0
PM10*	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	0.00	±0.00	\$0	±0
<b>Total</b>		<b>0.00</b>	<b>±0.00</b>	<b>\$0</b>	<b>±0</b>

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Air Pollution Estimates are based on these values in oz/ac/yr @ \$/oz/yr and rounded: CO 0.000 @ \$0.00 | NO2 0.000 @ \$0.00 | O3 0.000 @ \$0.00 | SO2 0.000 @ \$0.00 | PM2.5 0.000 @ \$0.00 | PM10\* 0.000 @ \$0.00 (English units: oz = ounces, ac = acres)

Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (oz)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	0.00	±0.00	\$0	±0
E	Evaporation	0.00	±0.00	N/A	N/A
I	Interception	0.00	±0.00	N/A	N/A
T	Transpiration	0.00	±0.00	N/A	N/A
PE	Potential Evaporation	0.00	±0.00	N/A	N/A
PET	Potential Evapotranspiration	0.00	±0.00	N/A	N/A

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Hydrological Estimates are based on these values in oz/ac/yr @ \$/oz/yr and rounded: AVRO 0.000 @ \$0.00 | E 0.000 @ N/A | I 0.000 @ N/A | T 0.000 @ N/A | PE 0.000 @ N/A | PET 0.000 @ N/A (English units: oz = ounces, ac = acres)

About i-Tree Canopy

The concept and prototype of this program were developed by David J. Nowak, Jeffery T. Walton, and Eric J. Greenfield (USDA Forest Service). The current version of this program was developed and adapted to i-Tree by David Ellingsworth, Mike Binkley, and Scott Maco (The Davey Tree Expert Company)

Limitations of i-Tree Canopy

The accuracy of the analysis depends upon the ability of the user to correctly classify each point into its correct class. As the number of points increase, the precision of the estimate will increase as the standard error of the estimate will decrease. If too few points are classified, the standard error will be too high to have any real certainty of the estimate.



Additional support provided by:



Id	Cover Clas Description	Latitude	Longitude
1	Tree/Shrub	41.48602	-81.4186
2	Tree/Shrub	41.48959	-81.4115
3	Tree/Shrub	41.48574	-81.4172
4	Tree/Shrub	41.4882	-81.409
5	Tree/Shrub	41.48647	-81.4123
6	Tree/Shrub	41.48705	-81.4129
7	Tree/Shrub	41.48733	-81.4105
8	Tree/Shrub	41.48575	-81.415
9	Tree/Shrub	41.48843	-81.4087
10	Tree/Shrub	41.48595	-81.4146
11	Tree/Shrub	41.48753	-81.41
12	Tree/Shrub	41.48598	-81.4173
13	Tree/Shrub	41.48791	-81.409
14	Tree/Shrub	41.48842	-81.4073
15	Tree/Shrub	41.4893	-81.4061
16	Tree/Shrub	41.48631	-81.4118
17	Tree/Shrub	41.48739	-81.4091
18	Tree/Shrub	41.48844	-81.407
19	Tree/Shrub	41.49021	-81.4108
20	Tree/Shrub	41.48825	-81.409
21	Tree/Shrub	41.48877	-81.4063
22	Tree/Shrub	41.48861	-81.4087
23	Tree/Shrub	41.48598	-81.4156
24	Tree/Shrub	41.48636	-81.4146
25	Tree/Shrub	41.48806	-81.4085
26	Tree/Shrub	41.48814	-81.408
27	Tree/Shrub	41.48957	-81.4056
28	Tree/Shrub	41.48679	-81.4136
29	Tree/Shrub	41.48762	-81.4103
30	Grass/Herbaceous	41.49022	-81.4118
31	Tree/Shrub	41.48565	-81.4148
32	Tree/Shrub	41.48633	-81.4159
33	Tree/Shrub	41.49002	-81.4124
34	Tree/Shrub	41.48973	-81.4057
35	Soil/Bare Ground	41.48805	-81.4078
36	Tree/Shrub	41.48615	-81.4149
37	Tree/Shrub	41.48913	-81.4065
38	Tree/Shrub	41.48808	-81.4089
39	Tree/Shrub	41.48863	-81.4067
40	Tree/Shrub	41.48587	-81.415
41	Grass/Herbaceous	41.49017	-81.4088
42	Tree/Shrub	41.48697	-81.4155
43	Tree/Shrub	41.48931	-81.4061
44	Tree/Shrub	41.48662	-81.413
45	Tree/Shrub	41.48776	-81.4075
46	Tree/Shrub	41.48706	-81.4109

47 Tree/Shrub	41.48557	-81.4148
48 Tree/Shrub	41.48754	-81.4098
49 Tree/Shrub	41.48799	-81.4082
50 Tree/Shrub	41.48726	-81.4101
51 Grass/Herbaceous	41.48632	-81.4119
52 Tree/Shrub	41.48632	-81.4121
53 Tree/Shrub	41.48801	-81.4079
54 Tree/Shrub	41.48709	-81.4153
55 Tree/Shrub	41.48717	-81.4119
56 Tree/Shrub	41.48667	-81.4144
57 Grass/Herbaceous	41.49044	-81.413
58 Tree/Shrub	41.48841	-81.407
59 Tree/Shrub	41.48768	-81.408
60 Tree/Shrub	41.48784	-81.4097
61 Tree/Shrub	41.48575	-81.4155
62 Tree/Shrub	41.49002	-81.4099
63 Tree/Shrub	41.4902	-81.412
64 Tree/Shrub	41.48851	-81.4068
65 Tree/Shrub	41.4879	-81.4084
66 Tree/Shrub	41.48771	-81.4085
67 Tree/Shrub	41.48999	-81.4129
68 Tree/Shrub	41.48739	-81.4107
69 Soil/Bare Ground	41.48864	-81.4069
70 Tree/Shrub	41.48983	-81.4118
71 Tree/Shrub	41.48734	-81.4109
72 Grass/Herbaceous	41.48666	-81.4111
73 Tree/Shrub	41.48757	-81.4104
74 Tree/Shrub	41.48769	-81.41
75 Tree/Shrub	41.48819	-81.4082
76 Tree/Shrub	41.48915	-81.4058
77 Tree/Shrub	41.48649	-81.4155
78 Tree/Shrub	41.49035	-81.4108
79 Tree/Shrub	41.48631	-81.4154
80 Tree/Shrub	41.48738	-81.409
81 Tree/Shrub	41.49008	-81.4092
82 Tree/Shrub	41.48624	-81.4156
83 Tree/Shrub	41.48569	-81.4149
84 Tree/Shrub	41.49032	-81.411
85 Grass/Herbaceous	41.48786	-81.4084
86 Tree/Shrub	41.48676	-81.4131
87 Tree/Shrub	41.48564	-81.4151
88 Grass/Herbaceous	41.48916	-81.4062
89 Tree/Shrub	41.48997	-81.4101
90 Tree/Shrub	41.49047	-81.4132
91 Tree/Shrub	41.48684	-81.4156
92 Tree/Shrub	41.4859	-81.4142
93 Tree/Shrub	41.48946	-81.4117

94 Tree/Shrub	41.48769	-81.4083
95 Tree/Shrub	41.48732	-81.4094
96 Tree/Shrub	41.48748	-81.4097
97 Tree/Shrub	41.48583	-81.4172
98 Tree/Shrub	41.48823	-81.4076
99 Tree/Shrub	41.48796	-81.4076
100 Tree/Shrub	41.48755	-81.408
101 Tree/Shrub	41.49028	-81.4076
102 Tree/Shrub	41.48888	-81.406
103 Tree/Shrub	41.48772	-81.4085
104 Tree/Shrub	41.48649	-81.4142
105 Tree/Shrub	41.48571	-81.4175
106 Tree/Shrub	41.49081	-81.4136
107 Tree/Shrub	41.48755	-81.4092
108 Tree/Shrub	41.48774	-81.4078
109 Tree/Shrub	41.48627	-81.4123
110 Tree/Shrub	41.48674	-81.4126
111 Tree/Shrub	41.48691	-81.4103
112 Tree/Shrub	41.48692	-81.412
113 Tree/Shrub	41.48765	-81.4091
114 Grass/Herbaceous	41.48678	-81.4106
115 Tree/Shrub	41.48992	-81.4086
116 Tree/Shrub	41.48638	-81.4112
117 Tree/Shrub	41.49029	-81.4136
118 Tree/Shrub	41.48583	-81.4167
119 Tree/Shrub	41.48672	-81.416
120 Tree/Shrub	41.48588	-81.4174
121 Tree/Shrub	41.48632	-81.412
122 Tree/Shrub	41.48649	-81.4109
123 Tree/Shrub	41.49041	-81.411
124 Tree/Shrub	41.4901	-81.4129
125 Tree/Shrub	41.48649	-81.4155
126 Tree/Shrub	41.48717	-81.4109
127 Tree/Shrub	41.48582	-81.4166
128 Tree/Shrub	41.48646	-81.4144
129 Tree/Shrub	41.48966	-81.4106
130 Grass/Herbaceous	41.48567	-81.4167

## Forest Composition Report and Site Photos

## Shelter Hill Forest Forest Composition Report

I am Alex Czayka, the Chief Conservation Officer for Western Reserve Land Conservancy, and created this Forest Composition Report for the Shelter Hill Forest (Project 043) on July 19, 2023. My educational background includes a Bachelor's degree in Biology and a Master's degree in Wetland Ecology. Early in my career, I spent three years working for the Nature Conservancy on invasive species projects throughout northeast Ohio. I have been working at Western Reserve Land Conservancy for more than a decade, including oversight of conservation transactions, public funding, public policy, project management, stewardship, and GIS. My experience in conservation transactions, habitat restoration, and land management has included working on many types of forest projects, including forest preservation, forest management, sustainable forestry, and more.

The descriptions below are based upon more than a dozen site visits to the property from November 2019 through July 2023 with input from John Katko, a field biologist and naturalist; Shane Wohlken, a Land Conservancy Land Steward with extensive experience in plant biology; and Amy Sargent, a Land Conservancy Conservation Project Manager with an educational background in environmental geography and environmental education. Images from the site visits are included as Exhibit A to this document, as well as a map of the route taken to cover the site by foot documenting photo points in Exhibit B.

The Shelter Hill Forest Project Area (35.7 acres) is high-quality forest in an urbanized environment, containing both mature mixed hardwoods as well as mixed mid-successional forests. The Project is part of the pristine landscape of the Chagrin River Valley, which is unrivaled in Northeast Ohio. The Project Area consists of three forest stands (Exhibit C): early/mid-successional mixed hardwood forest, mature maple-beech-oak forest, and mature mixed hardwood lowland forest. The majority of the acreage in the Project Area, with the exception of the first stand, have forest stands at least 75 years in age, as documented in continuous canopy coverage in historical imagery dating back to the 1950s (Exhibit D), regional landowner accounts, and my site visits. Finally, the three forest stands are each estimated to have at least between 339 – 387 stems per acre.

Stand 1, a 1.9-acre stand in the southwest portion of the Project Area, is an early/mid-successional mixed hardwood forest dating back to the early 2000s. This young stand's dominant species include sugar maple, red maple, American beech, bitternut hickory, red oak, and black cherry. It contains trees ranging from 4"-16" in diameter at breast height (dbh). The forest stand is uniform in density and is estimated to have at least 339 stems per acre. The understory is dense with crabapple, dogwood, hawthorn, and more; groundcover contains very young saplings as well as mayapple, bluestem goldenrod, sedges, and grasses.

Stand 2, the largest stand at 33.4-acres, consists of the majority of the upland acres of the Project Area and is a high-quality, stable, mature maple-beech-oak forest dating back to at least the early 1950s. The most prevalent species include sugar maple, red maple, American beech, and red oak. Black cherry and tuliptree are also common. The forest composition is fairly uniform in density and size; most canopy trees range from 18-24" dbh with occasional as large as 40". The tree density is at least 387 stems per acre. Many of the beech trees are exhibiting beech leaf disease. The understory is largely open with scattered hawthorn, mapleleaf viburnum, spicebush, and witch-hazel. Groundcover is largely leaf litter as well as mayapple, Jack-in-the-pulpit, Christmas fern, Virginia creeper, and more.



Stand 3, an approximately 0.36-acre portion of the Project Area, is a small part of a stable and mature mixed hardwood lowland forest dating back to at least the early 1950s. The most prevalent species include sugar maple, red maple, American beech, red oak, white oak, tuliptree, shagbark hickory, and hemlock. The forest composition is uniform in density and size with trees ranging in dbh from 16-22" and an average of 387 stems per acre. The understory is moderately dense with spicebush, witch-hazel, crabapple, mapleleaf viburnum, Japanese snowball, and some invasive species. The groundcover is dense with vegetative diversity, rich fern flora, and many common forbs.

Table 1. Forest composition breakdown (include for each parcel or stand)

<b>Stand size (acres)</b>	1.9	33.4	0.36
<b>Stand age (years)</b>	25	75	75
<b>GTR table number</b>	B2 - Maple Beech Birch	B2 - Maple Beech Birch	B2 - Maple Beech Birch
	<b>Stand 1</b>	<b>Stand 2</b>	<b>Stand 3</b>
	Maple (30%)	Maple (25%)	Maple (25%)
	Beech (20%)	Beech (20%)	Beech (15%)
	Hickory (20%)	Oak (25%)	Oak (25%)
	Oak (15%)	Poplar (15%)	Poplar (20%)
	Cherry (5%)	Cherry (10%)	Hickory, Hemlock (5%)
	Other (10%)	Other (5%)	Other (10%)

Signed on October 26 in 2023, by Alex Czayka, Chief Conservation Officer, Western Reserve Land Conservancy

  
 \_\_\_\_\_  
 Signature

990 813 4664  
 \_\_\_\_\_  
 Phone

aczayka@wrlcconservancy.org  
 \_\_\_\_\_  
 Email

Exhibit A – Forest Photos and Data

Stand 1



Photo 1



Photo 2



Photo 3



Photo 4

**Stand 2**



Photo 5

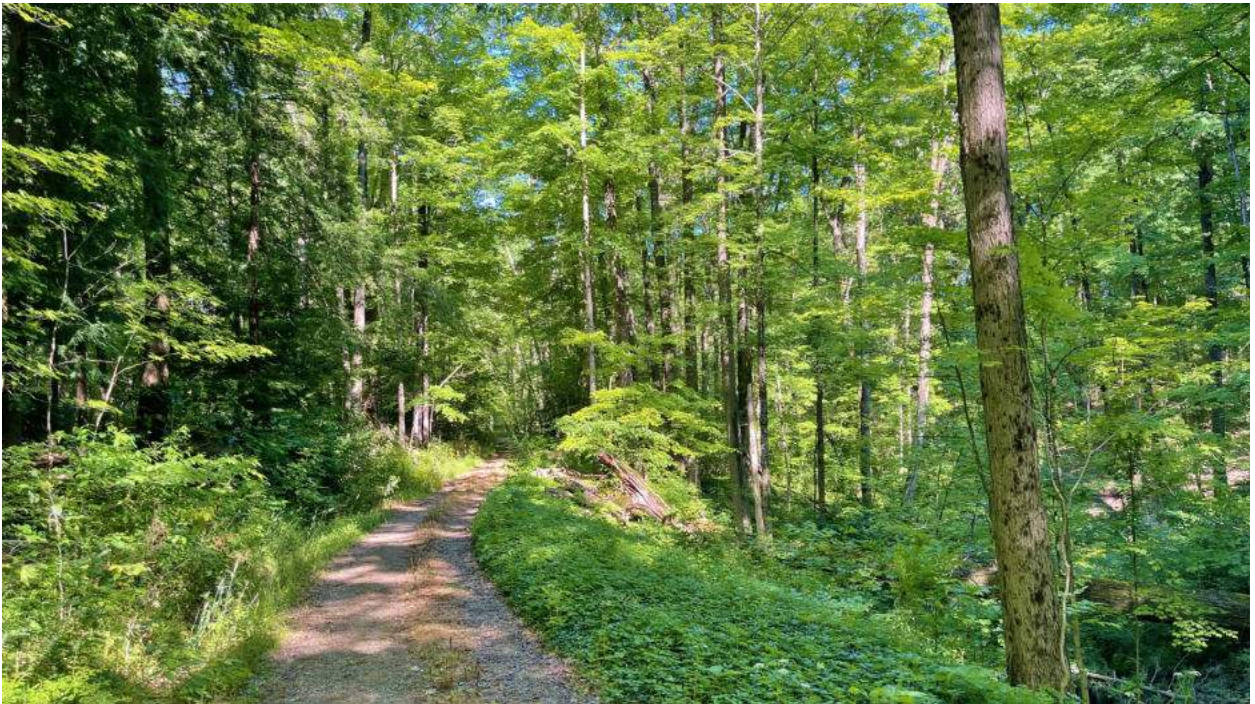


Photo 6



Photo 7



Photo 8

**Stand 3**



Photo 9

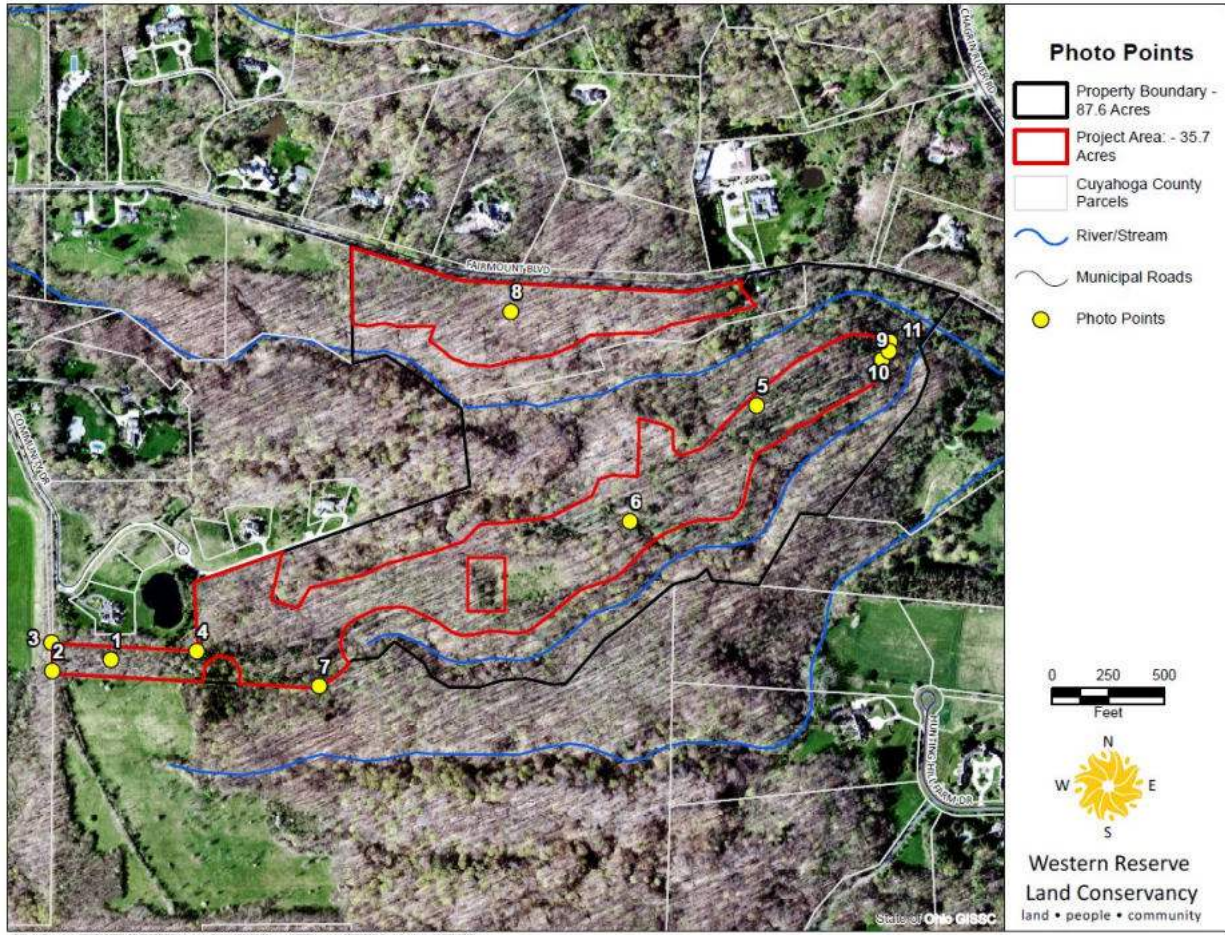


Photo 10



Photo 11

# Exhibit B – Forest Walk Route Map

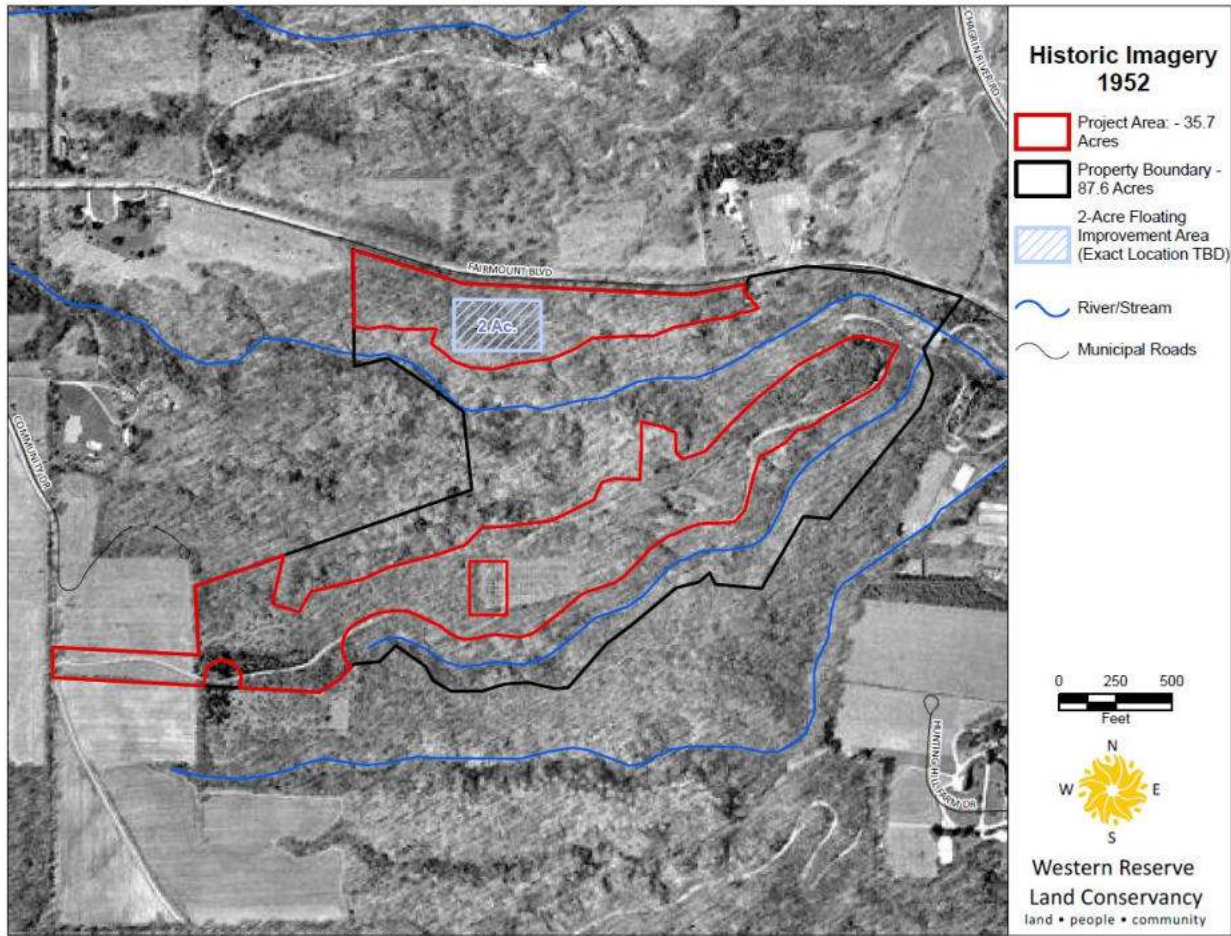


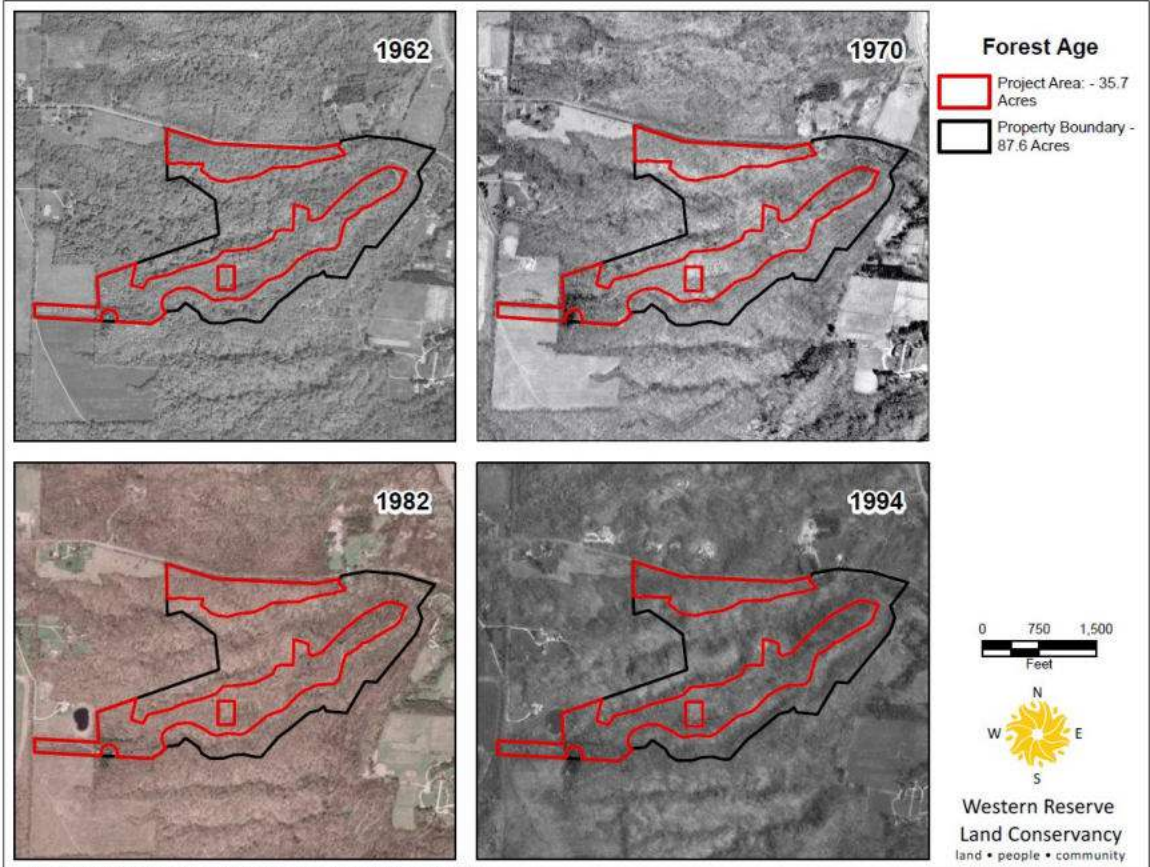


# Exhibit C – Forest Stand Map

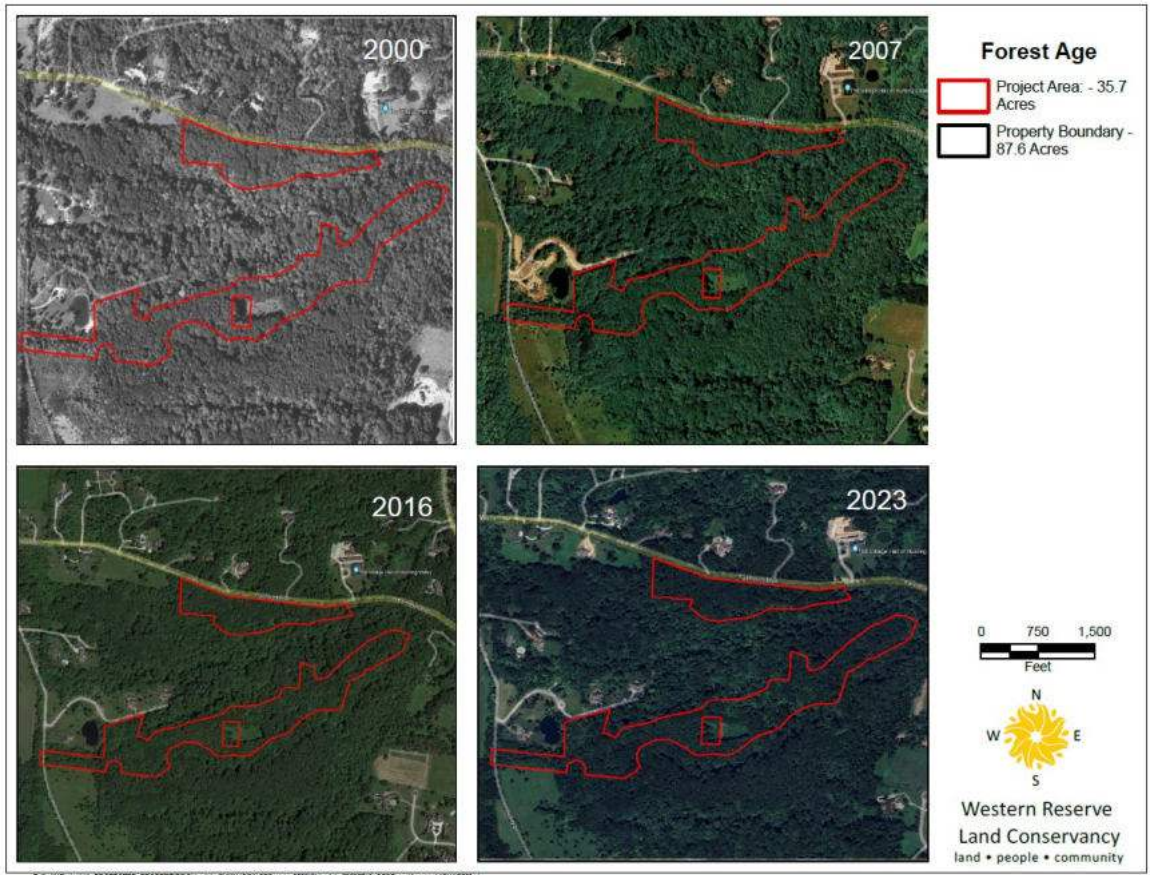


# Exhibit D – Forest Age Supporting Documentation














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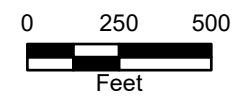


Path: X:\Projects\_L\PROJECTED\_PROPERTIES\server\c:\nw\05A\CP\Grant\_2023\server\20230718\_CPForestAge.mxd 10/11/2023 9:



# Forest Stand Map

-  Project Area: - 35.7 Acres
-  Property Boundary - 87.6 Acres
-  2-Acre Floating Improvement Area (Exact Location TBD)
-  Stand 1 - 1.9 Acres
-  Stand 2 - 35.3
-  Stand 3 - 0.36
-  Cuyahoga County Parcels
-  River/Stream
-  Municipal Roads








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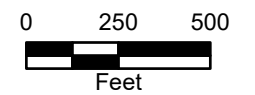
State of Ohio GISSC

Historical Photos

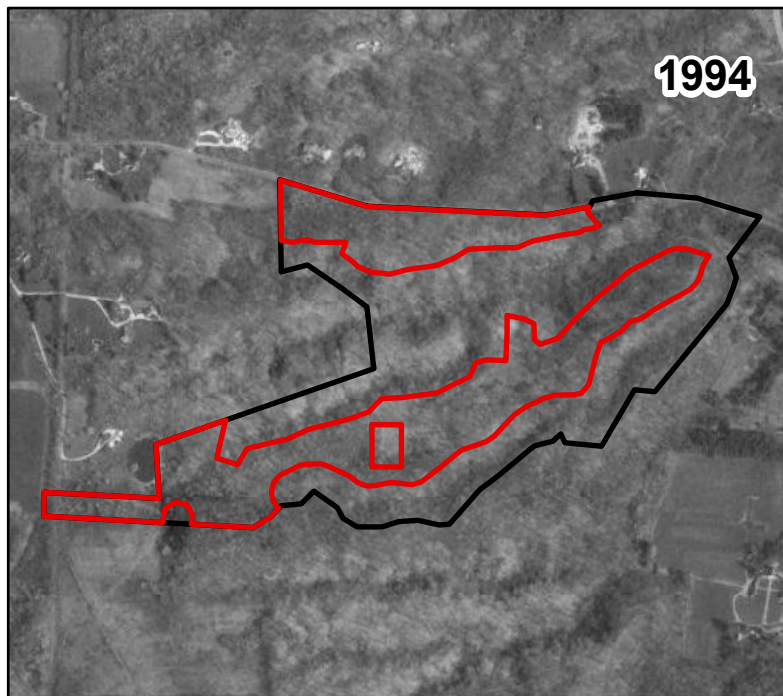
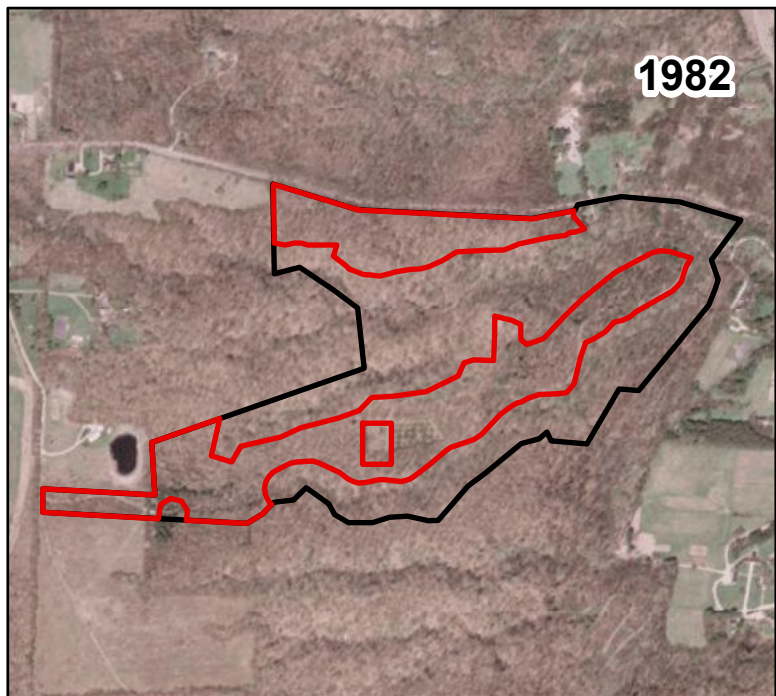
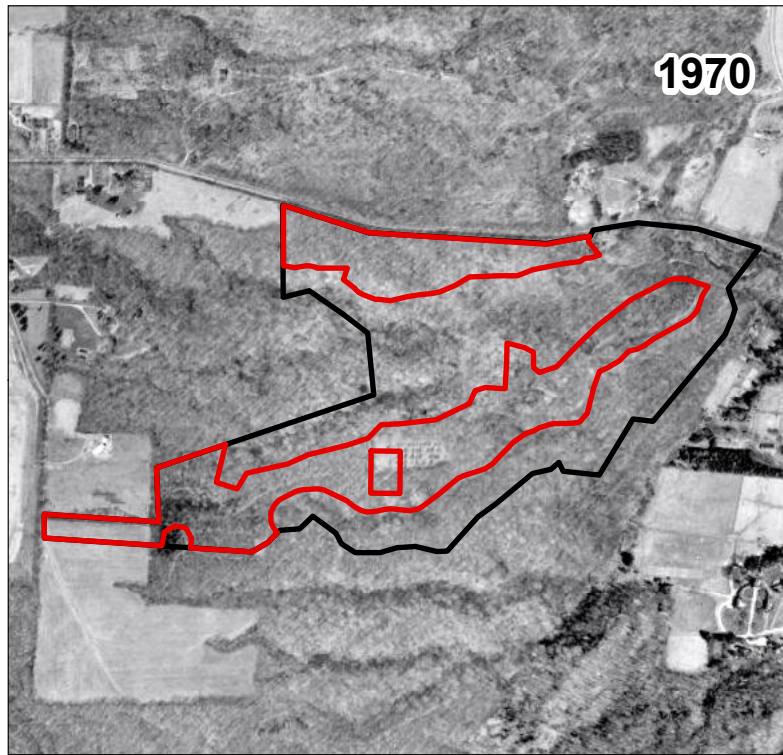
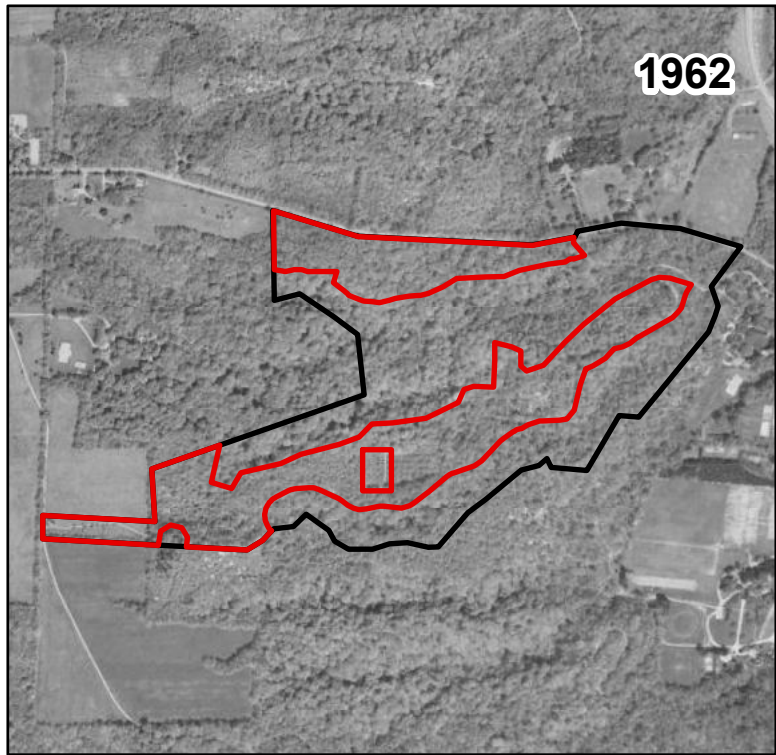


# Historic Imagery 1952



-  Project Area: - 35.7 Acres
-  Property Boundary - 87.6 Acres
-  2-Acre Floating Improvement Area (Exact Location TBD)
-  River/Stream
-  Municipal Roads

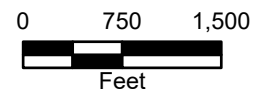


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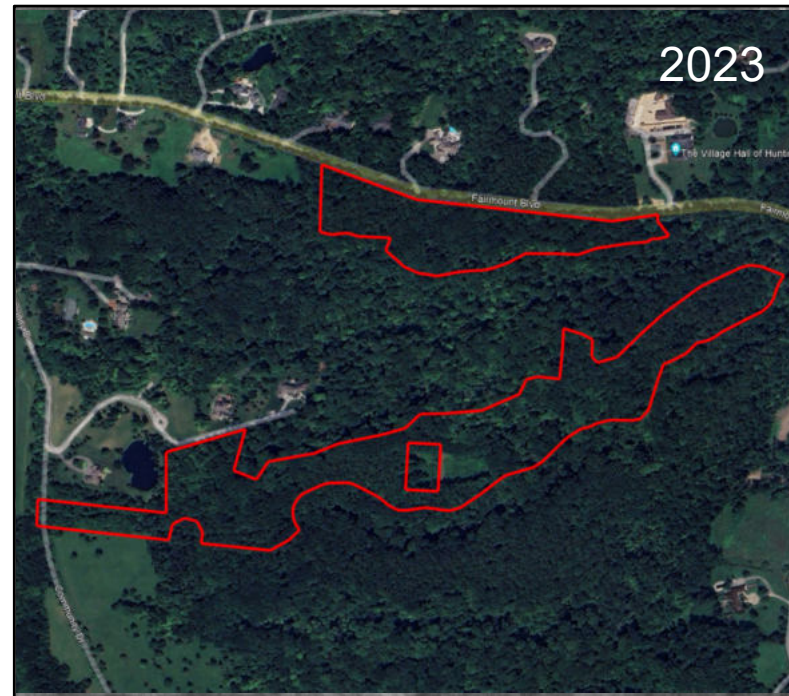
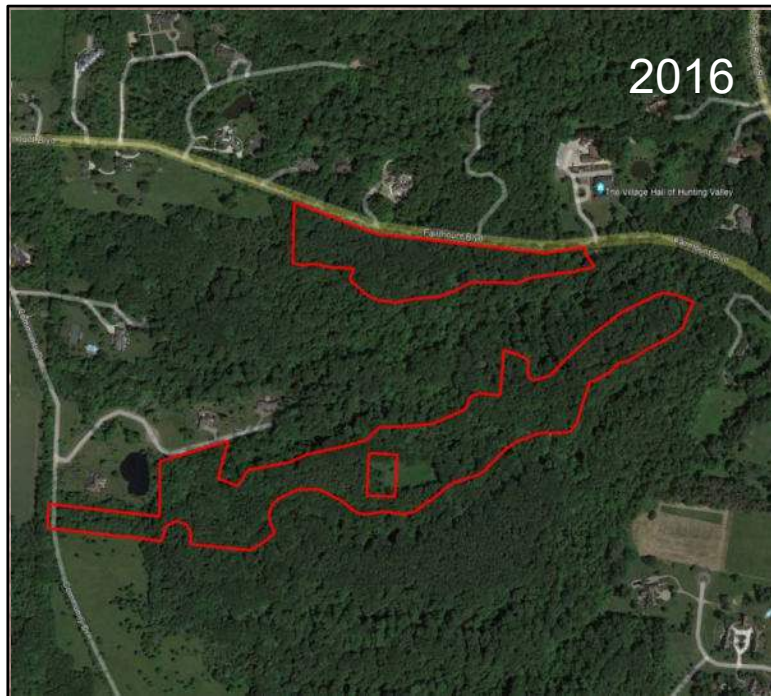
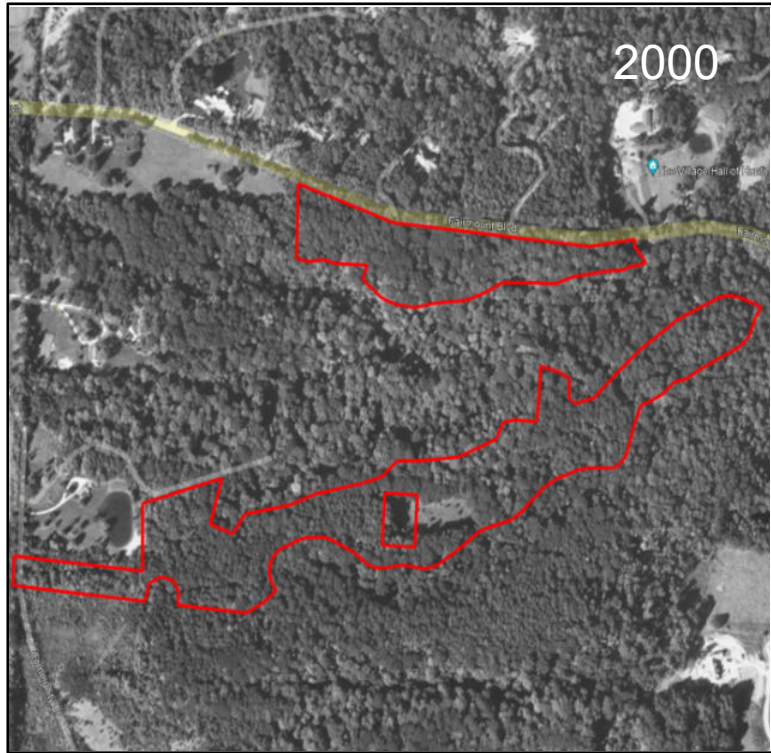


**Forest Age**



-  Project Area: - 35.7 Acres
-  Property Boundary - 87.6 Acres

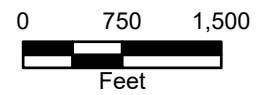


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### Forest Age

-  Project Area: - 35.7 Acres
-  Property Boundary - 87.6 Acres



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# Cobenefit Calculator

### City Forest Preservation Co-Benefits Quantification Tool for the Northeast Climate Zone

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The analyst can use this method to calculate the amount of co-benefits estimated to be produced by existing tree canopy. The tool uses information you provide on tree canopy cover (deciduous and coniferous), and estimates annual co-benefits in Resource Units and \$ per year. Transfer functions (i.e., kWh of electricity per m<sup>2</sup> of tree canopy) were calculated as the average of values for the large, medium and small trees in the deciduous and coniferous life forms. Resource units for the dbh corresponding to a 25-year old tree were used, along with the crown projection area of the representative species for each tree-type. Energy effects are reduced to 20% of values in the i-Tree Streets source data because preserved areas generally have fewer nearby buildings affected by climate and shade effects than areas with street trees. Local prices were from i-Tree Streets.

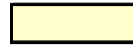
### Steps

1) Use i-Tree Canopy, or another tool, to estimate the amount of area that is covered by deciduous and coniferous tree cover. In Table 1 enter the area (acres) in deciduous and coniferous tree cover in the project area. Also, enter the non-tree cover area.

2) Table 2 automatically provides estimates of co-benefits for the current canopy in Resource Units (e.g., kWh) per year and \$ per year. Values are adapted from i-Tree Streets results for this climate zone and assume that the deciduous and coniferous canopy is evenly distributed among large, medium and small tree types.

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Light yellow background denotes an input cell ->



Directions
1) Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C20 and D20).
2) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F20) in the project area.
3) In Cell G20 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting "Report By Area."
4) Total Project Area, cell G17 should equal 100%.

Table 1. Tree Cover

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree	Total Project Area
Percent (%)	90%	1%	91%	9%	100%
Area (sq miles)	0.050	0.001	0.051	0.005	0.06
Area (m2)	130,024	1,445	131,469	13,002	144,472
Area (acres)	32.13	0.36	32.49	3.21	35.70

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Using the information you provide on tree canopy cover, the tool provides estimates of co-benefits in Resource Units and \$ per year.

**Table 2. Co-Benefits per year with current tree canopy cover.**

Ecosystem Services	Resource Units Totals	Total \$
Rain Interception (m3/yr)	16,745.5	\$35,393.31
Air Quality (t/yr)		
O3	0.5838	\$1,215.47
NOx	0.2507	\$522.05
PM10	0.2886	\$1,088.01
Net VOCs	0.0381	\$39.93
Air Quality Total	1.1613	\$2,865.46
Energy (kWh/yr & kBtu/yr)		
Cooling - Elec.	50,587	\$7,087.30
Heating - Nat. Gas	2,090,187	\$29,233.97
Energy Total (\$/yr)		\$36,321.27
Grand Total (\$/yr)		\$74,580.03

# Social Impacts

# City Forest Carbon Project

## Social Impacts



### *UN Sustainable Development Goals*

The 17 United Nations Sustainable Development Goals (SDGs) are an urgent call for action and global partnership among all countries, representing key benchmarks for creating a better world and environment for everyone. Well-designed and managed urban forests make significant contributions to the environmental sustainability, economic viability and livability of cities. They help mitigate climate change and natural disasters, reduce energy costs, poverty and malnutrition, and provide ecosystem services and public benefits. See more details in the CFC Carbon Project Social Impact Reference Guide.

### *Instructions*

This template sets out all relevant SDGs and lists various urban forest project activities that fall within each SDG. Evaluate the SDGs to determine how your carbon project provides social impacts that may contribute towards achievement of the global goals. Check the box(es) that contain one of your project activities and describe in no fewer than two sentences how your project activities align with the corresponding SDG. On page 12, select the icon for three to five of the most relevant SDGs to your project and provide any additional information.

## SDG 3 - Good Health and Well Being

Goal: Ensure healthy lives and promote well-being for all at all ages.

Examples of project activities include, but are not limited to:

- Plant or protect trees to reduce or remove air pollutants
- If planting trees, select trees for reduced pollen counts and irritant production
- Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- Design project to buffer sounds, optimize biodiversity, or create nature experiences
- Locate project near vulnerable populations, such as children or elderly
- Locate project near high volume roads to screen pollutants
- Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- Reduce stormwater runoff or improve infiltration rates
- Design project to reduce human exposure to specific pollutants or toxins
- Other

The Project's forest significantly impacts air quality, which is critical to human health. A single mature tree can absorb up to 48 pounds of carbon dioxide per year. In an area with increasing development, the additional benefit of sound absorption provided by the forest is important to reduce noise pollution. These combined air and noise quality benefits will increase over time as protection of the Project will allow for continued maturation of the 35.7-acre forest. The Project's protection of open space will also contribute to the social and recreational quality of life for residents, promoting an active lifestyle which includes outdoor recreation.

## SDG 6 - Clean Water and Sanitation

Goal: Ensure availability and sustainable management of water and sanitation for all

Examples of project activities include, but are not limited to:

- Research and assess environmental injustices related to water in project area
- Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- Protect or plant trees to improve historically or culturally important sites related to water that have been degraded and/or neglected
- Reduce stormwater by planting or protecting trees
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- Prevent soil erosion by protect steep slopes
- Improve infiltration rates
- Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- Other

Protecting the Project's 35.7 acres of mature forest will help improve water quality and reduce flooding in the Chagrin River Valley and the Lake Erie Watershed. Forested buffers along rivers are uniquely capable of intercepting surface runoff to trap sediment and remove nutrients. Moreover, forested buffers are a major factor in determining stream health, as streams without buffers are 30 times more likely to be damaged by erosion than those streams with buffers. The Project will also help avoid development around the property's streams, which would permanently alter their hydrologic and hydraulic regime, increasing water temperature, sedimentation and pollution, and degrading habitat and biodiversity.



## SDG 15 – Life on Land

Goal: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss.

Examples of project activities include, but are not limited to the following with increased functionality of green infrastructure:

- Plant or protect trees to reduce stormwater runoff
- Select water-efficient trees for climate zone and drought resistance
- Create and/or enhance wildlife habitat to improve local biodiversity
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- Prevent soil erosion by protect steep slopes
- Improve infiltration rates
- Other

With continued urban sprawl leading to development in the Chagrin River Valley, it is critical to conserve what is left of the mature forests that once dominated the region. The Project's 35.7 acres of mature forest will be preserved in perpetuity through conservation restrictions thus contributing to the conservation of the natural resources located on the property. Additionally, this Project will connect to a conservation corridor of nearly 2,200 contiguous acres of preserved open space. This will help promote sustainable ecosystems and forests, combat desertification, and halt and reverse land degradation and biodiversity loss.

Specific to wildlife habitat protection, the Project is located within a migratory flyway corridor along the Chagrin River, and its forested habitat provides essential stopover habitat for neotropical migratory birds, species that rely on large, intact stands of deciduous trees in Northeast Ohio along their migration route. The Project's loose-bark trees also serve as prime roosting habitat for bats. Surveys have identified one (1) Federally-Endangered bat species, one (1) State-Endangered bat species, six (6) State Species of Concern bat species, and ten (10) State Species of Concern bird species. The mature forest provides these wildlife species with critical breeding, nesting, feeding, roosting, and stopover habitat.

Finally, the Chagrin River watershed is unique in Ohio for the number and quality of its coldwater habitat streams, more so than any other watershed in Ohio. The Chagrin itself is designated State Scenic River by Ohio Department of Natural Resources for its exceptional aquatic habitat and adjacent high-quality forests – which can only remain through conservation projects such as this one. The property's primarily groundwater-fed streams support rare and threatened species such as the Ohio brook trout (*Salvelinus fontinalis*) and other fauna that need consistent cool temperatures and clear water to survive. Groundwater-fed streams in the Chagrin such as the ones found on the property are extremely sensitive to changes in surrounding land use. This Project is crucial to avoiding development on and around these streams, which would permanently alter their hydrologic and hydraulic regime, increasing water temperature, sedimentation and pollution, and degrading habitat and biodiversity.

## Summary of Project Social Impacts



The Project's forest significantly impacts air quality, which is critical to human health. In an area with increasing development, the additional benefit of sound absorption provided by the forest is important to reduce noise pollution. The Project's protection of open space will also contribute to the social and recreational quality of life for residents, promoting an active lifestyle which includes outdoor recreation.



Protecting the Project's 35.7 acres of mature forest will help improve water quality and reduce flooding in the Chagrin River Valley and the Lake Erie Watershed. Forested buffers along rivers are uniquely capable of intercepting surface runoff to trap sediment and remove nutrients. Moreover, forested buffers are a major factor in determining stream health by virtue of their ability to prevent erosion.



The Project's high-quality natural resources and mature forests promote sustainable ecosystems and protect wildlife habitat for migrating birds, endangered and threatened bat species, and rare and threatened aquatic species.

