



Kirtland Hills Community Forest Project Design Document

Table of Contents

INSTRUCTIONS.....	2
PROJECT OVERVIEW	3
DEFINING THE PROJECT AREA (Section 1.3 and 1.4).....	4
OWNERSHIP OR ELIGIBILITY TO RECEIVE POTENTIAL CREDITS (Section 1.5).....	5
PROJECT DURATION (Section 2.2)	6
PRESERVATION COMMITMENT (Section 4.1)	6
DEMONSTRATION OF THREAT OF LOSS (Section 4.2, 4.3, and 4.4).....	7
ATTESTATION OF NO DOUBLE COUNTING OF CREDITS AND NO NET HARM (Section 5).....	8
ADDITIONALITY (Section 6)	9
CARBON QUANTIFICATION DOCUMENTATION (Section 11)	10
CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 11.5)	14
SOCIAL IMPACTS (Section 12).....	15
MONITORING AND REPORTING (Section 8)	16
PROJECT OPERATOR SIGNATURE.....	16
ATTACHMENTS	18
PROTOCOL REQUIREMENTS	19

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 13.40, dated February 29, 2024.

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*
- *Plot Sampling Map (if relevant)*
- *Sampling Raw Data*
- *Carbon Biomass calculations*
- *i-Tree Eco file*
- *Forest Composition*
- *Co-Benefit Quantification Calculator*
- *iTree Canopy Report*
- *Social Impacts*

PROJECT OVERVIEW

Project Name: Kirtland Hills Community Forest

Project Number: 057

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

Credit Commencement Date: June 27, 2024

Project Location: Kirtland Hills, 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

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 64.07-acre Kirtland Hills Community Forest (the “Project”) in partnership with the Village of Kirtland Hills. The Project includes diverse stands of oak, pine, maple, beech, and other species of trees as old as 75 years in an area with increasing development pressure.

Preservation of the Project is critical to protect this unique, diverse forest in an urbanized environment. The Project contains 12 native Ohio tree species including sugar maple (*Acer saccharum*), American beech (*Fagus grandifolia*), red oak (*Quercus rubra*), tulip poplar (*Liriodendron tulipifera*), and red pine (*Pinus resinosa*). There are three distinct stands based on age, ranging from approximately 55 years to 75 years based on historic aerial photography of the site.

The Project is owned by the Village of Kirtland Hills and is adjacent to the Kirtland Hills Village Hall. The Land Conservancy has worked with the current Mayor Jack Turben and the local community to preserve the forest. The Project is currently zoned to allow for residential (56.67 acres) and retail (7.4 acres) development. The inclusion of the retail commercial district is especially noteworthy, as it suggests that the Village is willing to forgo that development income in favor of conservation. In order to meet the CFC Tree Preservation Protocol requirements, the Land Conservancy entered into discussions starting in February 2022 with the mayor and the Village of Kirtland Hills to conserve the property and prohibit future timber harvest as part of a carbon project. The Village has granted the Land Conservancy a permanent conservation easement in 2024 with the goal to preserve trees on this property and register the Project for carbon crediting. The Village of Kirtland Hills has signed an Agreement to Transfer Credits to the Land Conservancy. The involvement of the Land Conservancy will provide perpetual preservation of the forest.

The Land Conservancy’s and the Village’s overall goal is to protect the Project in perpetuity through the aforementioned conservation restrictions. Without the opportunity to register the forest as a carbon project, the trees would not have been protected and may have eventually been developed. The Village

of Kirtland Hills will continue to own and manage the Project area in fee title. The Project will be enrolled into the Land Conservancy’s diverse portfolio of protected lands, monitoring the Project annually to ensure its natural resources (including the maturing forest) are upheld to standards identified in conservation restrictions. Layers of legal protection and stewardship monitoring granted through the easement terms will ensure continued provision of conservation benefits for generations to come.

In addition, the Village plans to eventually operate the Project area as a public park, allowing public access to over 1.5 miles of walking trails. Upon recording of the conservation easement, the Village will work together with the Land Conservancy staff to undergo a park planning process with the goal of opening the Project to public access a few years later. Public access will allow pedestrian use for nature enjoyment, nature study, bird watching and other compatible uses not detrimental to the high-quality habitat. The location of this Project in the Village of Kirtland Hills, and its high density of residential occupants, will provide perpetual public access and human health benefits to the surrounding community.

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 Kirtland Hills, Lake County, Ohio, an incorporated village, which meets Protocol Section 1.3B. It is also located within and along the US Census Urban Area (meeting Protocol Section 1.3A), as well as within the Northeast Ohio Areawide Coordinating Agency’s (NOACA) planning jurisdiction (meeting Protocol Section 1.3D). 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. The NOACA Code of Regulations [can be found here](#).

Property Centroid: 41.651031, -81.323879

Project Area Parcel Information

List parcel(s) in the Project Area.

Municipality	Parcel Number	Notes <i>Include total acres and acres included in Project Area</i>
Village of Kirtland Hills	22-A-001-0-00-005-0	3.99 <i>Portion of parcel included – 3.15</i>
Village of Kirtland Hills	22-A-001-0-00-004-0	20.15 <i>Portion of parcel included – 11.7</i>

Village of Kirtland Hills	22-A-004-0-00-010-0	23.01 <i>Portion of parcel included – 21.89</i>
Village of Kirtland Hills	22-A-004-0-00-006-0	2.57
Village of Kirtland Hills	22-A-004-0-00-012-0	1.88
Village of Kirtland Hills	22-A-004-0-00-011-0	18.98 <i>Portion of parcel included – 13.41</i>
Village of Kirtland Hills	22-A-001-0-00-003-0	7.94 <i>Portion of parcel included – 7.52</i>
Village of Kirtland Hills	22-A-001-0-00-007-0	2.29 <i>Portion of parcel included – 1.95</i>
	Total Project Area	64.07 acres

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 A - Kirtland Hills Community Forest Geospatial Location Map
Attachment B - Kirtland Hills Community Forest Project Area Shapefiles
- Regional Map
Show where the Project Area is located in relation to the state and/or region
Attachment C - Kirtland Hills Community Forest Regional Map
- Detailed map of Project Area
Show the Project Area and parcel boundaries.
Attachment D – Kirtland Hills Community Forest 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

The Village of Kirtland Hills owns the entire 64.07-acre Project Area. Village Hall is surrounded by the Project Area and was constructed at its present location on Chillicothe Road in the year 1952, with a \$1,000,000 renovation completed beginning in 1997.

The Village of Kirtland Hills, as the owner of the carbon credit rights to the Project Area, has signed an Agreement to Transfer Potential Credits, fully executed on June 24, 2024, with the Project Operator, Western Reserve Land Conservancy, see Attachment F. The Land Conservancy will register the project and sell credits on behalf of the Village.

- Attachment E – Kirtland Hills Community Forest Deeds
- Attachment F - Kirtland Hills Community Forest Agreement to Transfer Potential Credits

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 February 12, 2024.

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: June 27, 2024

Preservation Commitment Explanation: The Village of Kirtland Hills entered into a conservation easement with Western Reserve Land Conservancy to steward the property and protect the trees from removal. The conservation easement that protects the trees was signed June 20, 2024 and recorded on June 27, 2024. The Preservation Commitment aligns with the goals and objectives set forth in the Protocol.

Specific language in the conservation easement to protect the trees and carbon stock:

- Section B.1(d) on page 4: **“Tree Removal. In addition to the Forestry Right granted in paragraph 2(e) below, 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 materially impair significant conservation interests and has no more than a negligible or de minimis impact on biomass and carbon stock.**” (emphasis added)**

- Section B.2(b) on page 5: “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 on the Protected Property; however **permanent structures, such as a sugarhouse, which are permanently attached to the ground and contain a foundation or impermeable surface covering the ground, are not permitted** on the Protected Property.
- Section B.2(c) on pages 5: 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 made (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.**
- Attachment G – Kirtland Hills Community Forest Conservation Easement

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 all or portions of eight parcels within the Village of Kirtland Hills. All parcels are currently zoned for “Farm and Residence” (56.67 acres) or “Retail Commercial” (7.4 acres) development. As designated by the Village zoning code, all areas allow for development and tree removal.

As noted in the Zoning Documentation (Attachment H), Chapter 1354 - Tree Cutting section, a permit for tree cutting is required within the Village, though, the intent is not to restrict or hinder acceptable development. The Village lays out the legal pathway to remove trees and develop the land.

- Attachment H - Kirtland Hills Community Forest Zoning Documentation
- Attachment I - Kirtland Hills Community Forest Zoning Regional Map
- Attachment J - Kirtland Hills Community Forest Zoning Project Area 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.

There are no overlay zones or other restrictions of note in the Project Area.

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 Project Area meets conditions A for threat of loss. The Project Area perimeter is completely surrounded by non-forest, developed, or improved uses including residential lots and paved roads. Even though many neighboring residential lots exceed 1-5 acres in size, the vast majority include more than 50% mown, paved, or otherwise manicured acreage.

- Attachment K – Kirtland Hills Community Forest 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 projects.

Project Operator has mapped the Project Area against the registered urban forest preservation project database and determined that there is no overlap of Project Area with any registered urban forest

preservation carbon project. There are two projects completed by this Project Operator within 10-miles of the Kirtland Hills Community Forest project; however, it has been verified using geospatial data that there is no overlap with these projects.

Project Operator has signed the Attestation of No Double Counting of Credits and No Net Harm on June 3, 2024.

- Attachment L – Kirtland Hills Community Forest Attestation of No Double Counting and No Net Harm
- Attachment M – Kirtland Hills Community Forest 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 the Preservation Commitment, 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
- Prior to the Preservation Commitment, the land use designation/zoning in the Project Area allowed for a non-forest use
 - See Demonstration of Threat of Loss section above
- Prior to the Preservation Commitment, the trees in the Project Area passed one of the three tests to show 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.

Baseline Project Activities are not “common practice,” leaving aside financial or regulatory incentives. This project utilizes the activity penetration analysis demonstrating that, at a national scale, the measured level of urban and peri-urban forest conservation between 2001 to 2021 is 4.3%, which is less than the 5% maximum adoption capacity threshold set in the CFC Standard to demonstrate that an activity is not common practice. Support for this is found in the Registry’s Activity Penetration Analysis of Urban Forest Conservation (Tree Preservation Protocol, Version 13, Appendix E).

Additionality is also reflected in the project financing. The revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area’s carbon stock by providing funding for stewardship and maintenance that ensure the forest’s long-term health and resilience.

The revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area’s carbon stock by providing funding for stewardship and maintenance

that ensure the forest’s long-term health and resilience. A portion of the carbon revenues will be used by the Village to invest in its public lands, including potentially paying for trails or other public access improvements on the Project Area, or for other activities that will meaningfully improve or ensure forest health. The remaining portion will be used by the Land Conservancy to support its full-time Stewardship staff in their ongoing annual monitoring of the Project Area.

The Land Conservancy began exploring carbon crediting as a potential source of revenue for its land conservation projects as early as 2020, and became aware of City Forest Credits’ program for smaller projects shortly thereafter. When Mayor Jack Turben contacted the Land Conservancy in early 2022 about protecting the Village’s forest resources, carbon crediting was suggested as a viable method to finance future public access and trail work as well as continued maintenance of the forest. As the conversation about protecting the land continued over the next two years, carbon crediting remained a central focus.

Project Operator has signed an Attestation of Additionality on June 3, 2024.

- Attachment N – Kirtland Hills Community Forest 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)	64.07
Does carbon quantification use stratification (yes or no)	No
Accounting Stock (tCO ₂ e)	11,227
On-site avoided biomass emissions (tCO ₂ e)	5,629
On-site avoided soil carbon emissions (tCO ₂ e)	4,036
Deduction for displaced biomass emissions (tCO ₂ e)	1,030
Deduction for displaced soil emissions (tCO ₂ e)	1,223
Credits from avoided biomass emissions (tCO ₂ e)	4,599
Credits from avoided soil emissions (tCO ₂ e)	2,813
Total credits from avoided biomass and soil emissions (tCO ₂ e)	7,412
Credits attributed to the project (tCO ₂ e), excluding future growth	7,412
Contribution to Registry Reversal Pool Account	741
Total credits to be issued to the Project Operator (tCO₂e) <i>(excluding future growth)</i>	6,671

GHG Assertion:

Project Operator asserts that the Project results in GHG emissions mitigation of 6,671 tons CO₂e issued to the project.

Approach to quantifying carbon

Describe the forest conditions and general approach used to quantify carbon (e.g., 11.1.B with full inventory, i-Tree Eco plots, other). Attach the Carbon Quantification Calculator.

To quantify carbon, the Land Conservancy completed an on-site plot sample inventory to determine carbon stock. The Land Conservancy conducted a sample forest assessment to the standards set in CFC Tree Preservation Protocol Section 11.1.B. The sample established 17 plots sized 1/10th-acre. Within each plot, each live tree was inventoried that was at least 5 inches in diameter. Species, diameter, and overall tree condition were recorded for each tree. The Land Conservancy used i-Tree Eco to input the sample data to determine carbon storage. The CFC Carbon Calculator was used for quantification for subsequent steps 11.2, 11.4, and 11.5.

- Attachment O – Kirtland Hills Community Forest Carbon Quantification Spreadsheet
- Attachment P – Kirtland Hills Community Forest Carbon Biomass
- Attachment Q – Kirtland Hills Community Forest Plot Location Map
- Attachment R – Kirtland Hills Community Forest i-Tree Eco Raw Data
- Attachment S – Kirtland Hills Community Forest i-Tree Eco Source File

Accounting Stock Measurement Method

Provide an overview to describe quantification methods, including which method was used to determine the accounting stock.

The Land Conservancy completed a sample inventory using randomized 1/10th-acre plots, following section 11.1.B in the CFC Tree Preservation Protocol. The Land Conservancy survey team used i-Tree Eco to determine the accounting stock and used a standard error of 10%.

Carbon quantification is based on the 17 sample plots. The metric tonnage of Carbon is 3,403.34. The standard error is 340.94 metric tons, or 10.02%.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (3,403.34-340.94)/64.07= 47.79

- Attachment P – Kirtland Hills Community Forest Carbon Biomass

Plot Sampling Map and Raw Data

If sampling was utilized to estimate the carbon stock, include the map of plot sample locations and raw data collected.

For quantification method 11.1.B, sampling was utilized to estimate the carbon stock.

- Attachment Q – Kirtland Hills Community Forest Plot Location Map
- Attachment S – Kirtland Hills Community Forest i-Tree Eco Source File

Carbon Biomass Calculations

Include calculations used to determine the biomass in the Project Area. Attach i-Tree Eco file if i-Tree was used to calculate the carbon biomass.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (3,403.34-340.94)/64.07= 47.79 (cell B11 on Attachment O).

- Attachment P – Kirtland Hills Community Forest Carbon Biomass
- Attachment S – Kirtland Hills Community Forest i-Tree Eco Source File

Stratification

If stratification is used, maps of strata and stratum definitions. If not used, list not applicable.

Carbon estimates were calculated by iTree Eco from a sample inventory of the Project Area, divided into sampling areas by historic land use contributing to forest age. Because of steps taken to ensure the sample inventory was representative of the entire Project Area, for individual stands with the Project Area, the Land Conservancy used the same average Biomass tC/ac for each stand that is described in the project design document, so no stratification was used for carbon quantification. The Project Area was divided into three sampling areas. The subdividing helped to account for variability within the Project Area and ensured that the sample is representative of the entire site.

Stand 1: Extant forest in the 1950s

Stand 2: Extant forest in the 1960s

Stand 3: Extant forest in the 1980s

- Attachment P – Kirtland Hills Community Forest Carbon Biomass

Forest Composition

Summarize the forest composition and attach the Forest Composition Report.

Per 11.1.B, a sample inventory was conducted on trees over 5 inches in diameter at breast height. A team of staff from the Land Conservancy including a Stewardship Specialist and GIS Specialist inventoried trees within the Project Area. The Stewardship Specialist, Andrew Haugh, has previous field experience as a restoration crew leader with The Nature Conservancy and the GIS Specialist, Sadie Jones, holds a Master's degree in Environmental Studies and previously spent two years on the Land Conservancy's urban forestry team. This team worked their way through the property, noting genus or species identification, crown condition, and diameter at breast height – to accurately identify forest composition. The main species in the Kirtland Hills Community Forest include sugar maple (*Acer saccharum*) at 32.0%, Eastern white pine (*Pinus strobus*) at 11.7%, and Balkan scotch pine (*Pinus sylvestris* v. *hamata*), at 11.7%.

- Attachment T – Kirtland Hills Community Forest Composition Report

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 fraction of biomass at risk differs by zoning district and ranges from 44.94% to 90% for the based on minimum acre size per unit. The Project Area is zoned for a Farm and Residence District, which allows for residential development, and a Retail Commercial District, which allows for business development.

The Retail Commercial District consists of 7.4 acres stretching 800 feet easterly from Little Mountain Rd and 400 feet southerly of State Route 84. Given the zoning requirements stipulated through Village of Kirtland Hills zoning, residential lots must have a minimum of five acres. Depending on configuration, the 56.67 acres of the Project Area zoned residential could accommodate approximately 11 residential lots with the addition of public roads and necessary infrastructure, further risking biomass removal and increasing the percentage of impervious surface.

The method outlined in Protocol Section 11.2.B.ii was used to calculate the percent avoided biomass emissions. The Project Area was sub-divided by zoning to determine how many acres could be cleared according to the relevant zoning regulations. Calculations are described in detail in the Fraction at Risk Calculation Spreadsheet. In the table below, the total potentially cleared acres is listed as N/A when the fraction at risk of tree removal calculated per 11.2.B.ii was greater 90%.

Zoning	Number of Acres	Allowed Number of Dwellings	Total Potentially Cleared Acres	Fraction at Risk of Tree Removal
Farm/Residential	56.67	11	26.97	47.6%
Retail Commercial	7.4	N/A	N/A	90%

For the 7.4 acres of Project Area zoned Retail Commercial District, Section 11.2.A in the Preservation Protocol allows for 90% of the Accounting Stock on commercial and other primarily non-residential zones to be counted as “Avoided Biomass Emissions”. There is not enough information provided in the zoning code to utilize one of the 11.2.B.ii calculations; therefore, the standard 90% Protocol allowance was used.

The total potentially cleared acres across the Project Area is 32.13 acres, encompassing 25.47 acres for the Farm and Residence District (44.94% of 56.67 acres) and 6.66 acres for the Retail Commercial District (90% of 7.4 acres). Thus 50.14% of the Project Area is at risk of tree removal. Calculations can be viewed in detail in Attachment U Kirtland Hills Community Forest Fraction at Risk Calculations.

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 a Farm and Residence District, which allows for residential development, and Retail Commercial District, which allows for business development. As with the fraction at risk, the ratio of impervious surface avoided was calculated for the entire 64.07 acres.

Zoning regulations for the Farm and Residence District specify building ground coverage of a minimum 2,500 square feet, but do not specifically limit impervious surfaces. The zoning code does specify yard setback requirements of 130 feet from the front street, and 50 feet from adjacent rear and side 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, 47.60% of the Project Area was considered as eligible for conversion.

Per 11.4.A., 90% of the Project Area is allowable in a commercial zone as eligible for conversion, and zoning regulations for the Retail Commercial District does not offer enough specificity regarding development to provide an alternative number. Thus, for the 7.4 acres of the Project Area zoned for the Retail Commercial District, 90% is eligible for conversion to impervious surface.

The overall weighted average of the entire Project Area is 52.50% avoided conversion to impervious surface.

Zoning – Stand	Total Acres	Fraction at Risk of Impervious Surface
Farm/Residential	56.67	47.60%
Retail Commercial	7.4	90.00%

- Attachment U – Kirtland Hills Community Forest Fraction at Risk Calculations

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 is protected in perpetuity through a conservation easement. The property will be monitored annually by Western Reserve Land Conservancy staff to ensure its natural resources (including forest) are upheld to standards identified in conservation restrictions.

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.

Ecosystem Services	Resource Units	Value
Rainfall Interception (m3/yr)	30,622.5	\$64,723.81
Air Quality (t/yr)	2.3150	\$5,795.04
Cooling – Electricity (kWh/yr)	84,234	\$11,801.25
Heating – Natural Gas (kBtu/yr)	3,356,584	\$46,946.16
Grand Total (\$/yr)		\$129,266.26

Co-benefits were quantified using CFC's Co-Benefits Quantification Calculator. These ecosystem services represent values in avoided costs of \$129,266.26 annually and \$5,170,650 over 40 years.

- Attachment V - Kirtland Hills Community Forest CoBenefits Calculator

Canopy Cover

i-Tree Eco report was completed to quantify the cobenefits. Include the results below.

The canopy cover was calculated using i-Tree Eco from the plot sampling completed onsite. It was determined the Project Area has 80.1% tree canopy cover.

- Attachment S - Kirtland Hills Community Forest i-Tree Eco Source File
- Attachment W - Kirtland Hills Community Forest iTree Canopy Report

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.

Good Health & Well-Being

The Project Area provides numerous health benefits to the local community via the reduction of pollutants and promotion of outdoor recreation. The property is located along a major interstate (I-90), and the trees protected for the Kirtland Hills Community Forest Preservation project will continue to screen pollutants from this highly-trafficked road. Protecting the forest that is upland from streams including adjacent Kellogg Creek, a tributary to the Grand River Watershed, will reduce stormwater runoff and protect the water resources from pollutants. Lastly, the protection of this forest will contribute an important natural space to this community, promoting outdoor recreation and healthy lifestyles.

Sustainable Cities and Communities

The property is located in the Village of Kirtland Hills and surrounds the site of its Village Hall. Therefore, the project will provide increased access for outdoor recreation. The potential future addition of a trail system to forested area will encourage Village residents to interact with nature and pursue active lifestyles. Protecting the habitat will reduce air pollutants that reach the Grand River, buffer the high-volume road (I-90) that runs along the southern boundary of the property, and provide shade for the stream that runs from the property to the Grand River.

Climate Action

The Project Area is located along a major interstate (I-90), therefore the trees serve to reduce air pollutants and protect the Village residents from this exposure. The trees also provide a buffer between the high-traffic road and stream leading to the Grand River, a critical tributary to Lake Erie. By providing shade to a highly developed community, this habitat also serves to reduce heat effects. Without protection, development of the site would impact water quality of the Kellogg Creek and downstream Watershed and would contribute to increased stormwater runoff and groundwater contamination.

- Attachment X - Kirtland Hills Community Forest 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 encumbered with a Conservation Easement, held by Western Reserve Land Conservancy. The Conservation Easement will preserve 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 is an accredited land trust and has a professional team dedicated to the stewardship of its easements. Staff members will visit the Kirtland Hills Community Forest annually, walking the Project Area and property in their entirety to ensure that the tenets of the Conservation Easement are being upheld and to resolve any issues with encroachment or non-permitted activities on-site. 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, having conserved more than 70,000 acres in 21 different Ohio watersheds and holding conservation easements on over 900 properties, each of which are monitored annually.

PROJECT OPERATOR SIGNATURE

Signed on July 8th 2024 by Alex Czayka, the Chief Conservation Officer for Western Reserve Land Conservancy.



Signature

Alex Czayka

Printed Name

440-528-4180

Phone

aczayka@wrlandconservancy.org

Email

ATTACHMENTS

Update the attachments list as appropriate for your project.

- A. Kirtland Hills Community Forest Geospatial Location Map
- B. Kirtland Hills Community Forest Project Area Shapefiles
- C. Kirtland Hills Community Forest Regional Map
- D. Kirtland Hills Community Forest Project Area Map
- E. Kirtland Hills Community Forest Deed
- F. Kirtland Hills Community Forest Agreement to Transfer Credits
- G. Kirtland Hills Community Forest Preservation Commitment
- H. Kirtland Hills Community Forest Zoning Documentation
- I. Kirtland Hills Community Forest Zoning Regional Map
- J. Kirtland Hills Community Forest Zoning Project Area Map
- K. Kirtland Hills Community Forest Perimeter Development Map
- L. Kirtland Hills Community Forest Attestation of No Double Counting and No Net Harm
- M. Kirtland Hills Community Forest No Double Counting Map
- N. Kirtland Hills Community Forest Attestation of Additionality
- O. Kirtland Hills Community Forest Carbon Quantification Spreadsheet
- P. Kirtland Hills Community Forest Carbon Biomass
- Q. Kirtland Hills Community Forest Plot Location Map
- R. Kirtland Hills Community Forest i-Tree Eco Raw Data
- S. Kirtland Hills Community Forest i-Tree Eco Source File
- T. Kirtland Hills Community Forest Composition Report
- U. Kirtland Hills Community Forest Fraction at Risk Calculations
- V. Kirtland Hills Community Forest CoBenefit Calculator
- W. Kirtland Hills Community Forest iTree Canopy Report
- X. Kirtland Hills Community Forest 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;
- 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. Within 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);

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. When the assessed value is a percentage of the appraised value, as determined by the local assessing authority, then the appraised value is the value to be used for this determination; 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 Preservation Commitment, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees.
- Prior to the Preservation Commitment, the zoning in the Project Area must currently allow for a non-forest use
- Prior to the Preservation Commitment, the trees in the Project Area passed one of the three tests to show 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 CO₂(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 & Fraction at Risk](#)

[Tree Inventory & Carbon Biomass](#)

[Tree Characteristics Chart\(s\)](#)

[iTree Eco Data & iTree Canopy Report](#)

[Forest Composition Report](#)

[Cobenefit Calculator](#)

[Social Impacts](#)

Agreement to Transfer Credits

KIRTLAND HILLS COMMUNITY FOREST Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits (“**Agreement**”) is entered into this 20th day of June, 2024 (the “**Effective Date**”) by the Village of Kirtland Hills (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

WRLC 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

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’s 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 term 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

Western Reserve Land Conservancy	Landowner: Village of Kirtland Hills	
Name: Robert B. Owen	Name:	John F. Turben
Title: Assistant Secretary	Title:	Mayor
Address: 3850 Chagrin River Road, Moreland Hills, OH 44022	Address:	8026 Chillicothe Road, Kirtland Hills, OH 44060
Phone: 440-528-4150	Phone:	440-749-3329
Email: rowen@wrlandconservancy.org	Email:	jack@jfturben.com
Signature: 	Signature:	
Date: 6/24/2024	Date:	6-20-24

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11-LA, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point 214.14 feet left of, measured on a line normal to, the center line of State Route 1 at Station 136+70.99; Thence easterly to a point 220.0 feet left of, measured on a line normal to, the said center line at Station 140+53.07 back equals Station 143+40.31 Ahead; Thence easterly to a point in the center of Hart Road, same being 205.0 feet left of, measured on a line normal to, said center line at Station 147+28.78; Thence southerly along the center of said Road, passing through said center line of Route at Station 147+34.15; to a point 45.54 feet right of, measured on a line normal to, said center line at Station 147+36.07; Thence westerly to a point 77.69 feet right of, measured on a line normal to, said center line at Station 136+66.52, to the place of beginning, and containing within said boundaries 4.86 acres, more or less, but subject to all legal highways.

PARCEL NO. 2: PPN: 22A-004-0-00-011-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: and known as being a part of the Blake Lot in said Village, and is bounded and described as follows:

Beginning at an iron pipe stake in the north line of land of Ernest E. and Elisabeth L. Boyer; thence along the west line of said Boyer's land North 2°13' East a distance of 403.39 feet to an iron pipe stake found at a southeast corner of land conveyed to the Village of Kirtland Hills by deed dated Dec. 30, 1946 and recorded in Volume 227, page 134, Lake County Records of Deeds; thence along the east line of land as conveyed to said Village North 2°22' East a distance of 1005.04 feet to the north line of the Blake Lot; thence along said lot line South 88°57' East (passing through an iron pipe stake found on line near the west line of Hart Road) a distance of 736.48 feet to the center line of said road; thence along the center line of said road by the following courses and distances; South 1°34'20" East, 499.82 feet and South 1°40'40" West, 905.79 feet to the northeast corner of land of L.C. Hanna, Jr.; thence along the north line of said Hanna's land North 89°10'40" West (at 20.00 feet passing through a pump log monument found) a distance of 780.76 feet to the place of beginning and containing 24.80 acres of land as surveyed and described by Fullerton and Kerr, Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11, being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point on the construction center line of Hart Road, same being Station 34+50; Thence southerly along said construction center line to the northerly line of the right of way for State Route 1 at a point at Station 32+05.27; Thence westerly along said right of way line to a point 65.0 feet left of, measured on a line normal to, said construction center line at Station 32+09.49; Thence northeasterly to a point 20.0 feet left of, measured on a line normal to, said construction center line at Station 34+50; Thence easterly to the place of beginning, and containing within said boundaries 0.13 acres, more or less; but subject to all legal highways.

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11-LA, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point 214.14 feet left of, measured on a line normal to, the center line of State Route 1 at Station 136+70.99; Thence easterly to a point 220.0 feet left of, measured on a line normal to, the said center line at Station 140+53.07 back equals Station 143+40.31 Ahead; Thence easterly to a point in the center of Hart Road, same being 205.0 feet left of, measured on a line normal to, said center line at Station 147+28.78; Thence southerly along the center of said Road, passing through said center line of Route at Station 147+34.15; to a point 45.54 feet right of, measured on a line normal to, said center line at Station 147+36.07; Thence westerly to a point 77.69 feet right of, measured on a line normal to, said center line at Station 136+66.52, to the place of beginning, and containing within said boundaries 4.86 acres, more or less, but subject to all legal highways.

Exhibit A

Legal Description

PARCEL NO. 1: PPNS: 22A-01-00-002-0, 003-0, 004-0, 005-0 & 22A-004-0-00-010-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: and known as being a part of the Blake Lot and Lot No. 3 in Tract No. 1 and Lot No. 4 in Tract No. 2 of Mentor Township, being bounded and described as follows:

Beginning at the intersection of the south line of Johnnycake Ridge Road with the centerline of the Little Mountain Road;

Thence, along the south line of Johnnycake Ridge Road, North 89°52' East, 1230.25 feet to an iron pipe stake on the west line of land owned by George J. Bowman;

Thence, along said Bowman's west line, South 1°12' West, 141.06 feet to an iron pipe stake at said Bowman's southwest corner;

Thence, along said Bowman's south line, North 89° 52' East, 501.7 feet to the center of the Chillicothe Road, passing through an iron pipe stake on the westerly line of the Chillicothe Road;

Thence, along the center of the Chillicothe Road, South 33° 24' West, 314.35 feet;

Thence, along a south line of said Bowman, North 80°30 1/2', East 391.27 feet to the center of Hart Road, passing through an iron pipe stake on the west side of said road;

Thence, along the center of the Hart road, South 1°40' East, 654.87 feet to the north line of the Blake Lot;

thence, along the north line of the Blake Lot, North 88°47' West, 736.48 feet to an iron pipe stake at the northwest corner of land owned by Ernest E. Boyer, said iron pipe stake being South 88°47' East and distant 41.79 feet from the center of the Chillicothe Road;

Thence, along said Boyer's west line, South 2°22' West, 1003.4 feet to an iron pipe stake on the north line of land owned by Leonard C. Hanna, Jr.;

Thence, along said Hanna's north line, North 85°50 1/2' West, 623.63 feet to the center of the Little Mountain Road, passing through an iron pipe stake on the east line of said road;

Thence, along the center line of the Little Mountain Road, North 35°41' West, 226.8 feet to the center line of the Chillicothe Road;

Thence, continuing along the center of the little Mountain Road, North 35°41' West, 547.42 feet to a point of curve of said road;

Thence, continuing along the center of said road by a curve to the right, said curve having a radius of 661.74 feet, a central angle of 36°53' and a length of arc of 426.0 feet;

Thence, continuing along the center of the Little Mountain road, North 1°12' East, 901.9 feet to the place of beginning.

Containing 62.366 acres of land, of which 27.285 acres are in Lot No. 4 of Tract No. 2, 13.080 acres are in Lot No. 3 of Tract No. 1, and 22.001 acres are in the Blake Lot of Tract No. 1.

Survey and description by Clyde C. Hadden, Registered Surveyor No. 926.

EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11, being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point on the construction center line of Hart Road, same being Station 34+50; Thence southerly along said construction center line to the northerly line of the right of way for State Route 1 at a point at Station 32+05.27; Thence westerly along said right of way line to a point 65.0 feet left of, measured on a line normal to, said construction center line at Station 32+09.49; Thence northeasterly to a point 20.0 feet left of, measured on a line normal to, said construction center line at Station 34+50; Thence easterly to the place of beginning, and containing within said boundaries 0.13 acres, more or less, but subject to all legal highways.

PARCEL NO. 3: PPN: 22A-004-0-00-006-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: and known as being a part of the Blake Lot in Tract No. 1, of original Mentor Township, being bounded and described as follows:

Beginning at the intersection of the center line of the Little Mountain Road with the center line of the Chillicothe Road; Thence along the center of Little Mountain Road, South 34°13'30" East, a distance of 966.73 feet to the southerly right of way line of State Route No. 1; Thence along said right of way line, North 88°51'30" West, a distance of 183.78 feet to an angle therein; Thence continuing along said right of way line, North 89°46'30" West, a distance of 669.72 feet to a northeasterly line of land owned by Ann B. and Richard C. Kremer; Thence along said Kremer's northeasterly line, North 33°23' West, a distance of 369.47 feet to the center line of the Chillicothe Road; Thence along the center line of said road, North 46°44'30" East, a distance of 706.50 feet to the place of beginning. Containing 10.72 acres of land, 8.72 acres of which are included in easements and agreement for channel change given to the State of Ohio for Highway purposes, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Bloss Lot, Tract 2, Lot 3, Tract 2, Parcel No. 31-9-ALA, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways in the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point in the center of existing Chillicothe Road,

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village Blake Lot D, Tract 1, Town 10-1, Range 9-W, and bounded and described as follows: Parcel No. 31-9A, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point in the center of existing Chillicothe Road, and on the northerly line of the right of way for S.R. 1, same being on the construction centerline of Chillicothe Road at Station 32+45.46; Thence northeasterly along the center of said existing Road to a point on said construction centerline at Station 35+00; Thence southeasterly to a point 30.0 feet right of, measured on a line normal to, said construction center line at Station 35+00; Thence southwesterly to the said northerly right of way line for S.R. 1 at a point 55.0 feet right of, measured on a line normal to, said construction centerline at Station 33+07.19; Thence westerly along said right of way line to the place of beginning.

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W and bounded and described as follows: Parcel No. 31-9A-1, Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point on the northerly line of the right of way for State Route 1, same being 40.0 feet left of, measured on a line normal to, the construction centerline of Little Mountain Road at Station 12+59.08; Thence northwesterly to a point 30.0 feet left of, measured on a line normal to, said construction centerline at Station 14+50; Thence northeasterly to a point on the said construction centerline at Station 14+50; Thence southeasterly along said construction centerline to the said northerly right of way line at a point at Station 12+33.71; Thence westerly along said northerly right of way line to the place of beginning.

AND EXCEPTING THEREFROM:

Situated in the Lake County, Ohio Kirtland Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-9AB, Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point 30.0 feet left of, measured on a line normal to, the construction centerline of Little Mountain Road at Station 6+00; Thence northwesterly to the southerly line of the right of way for State Route 1 at a point 40.0 feet left of, measured on a line normal to, said construction centerline at Station 7+18.13; Thence easterly along said right of way line to a point on said construction centerline at Station 6+89.63; Thence southeasterly along said construction centerline to a point at Station 6+00; Thence southwesterly to the place of beginning.

be the same more or less, but subject to all legal highways.

PARCEL NO. 4: PPN: 22A-001-0-00-007-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: And known as being a part of Lot 3, Tract 1 in said Village and is bounded and described as follows:

Beginning in the centerline of Hart Road at a point in the Northeasterly corner of land of the Village of Kirtland Hills as recorded in Volume 227, Page 134, Lake County Records of Deeds; thence along the Northerly line of said land, South 82°43' West, a distance of 388.58 feet to a point in the centerline of Chillicothe Road; Thence along the centerline of said road, North 36°21'30" East, a distance of 110.28 feet to a point; Thence by a line which bears South 87°15' East, a distance of 36.02 feet to a point in the Easterly right-of-way line of Chillicothe Road, 60 feet in width; Thence along said right-of-way line North 36°21'30" East, a distance of 459.07 feet to a point in the Westerly right-of-way line of Hart Road, 40 feet in width; Thence by a line which bears South 88°52' East, a distance of 20.00 feet to a point in the centerline of said road; Thence along said centerline South 1°08' West, a distance of 407.19 feet to the place of beginning and containing 1.783 acres of land as calculated and described by Fullerton, Kerr and Associates, Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways.

PARCEL NO. 5: PPN: 22A-004-0-00-012-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: And known as being a part of the Blake Lot in Tract No. 2 in Original Mentor Township and further bounded and described as follows:

Beginning at a point where the centerline of Old Little Mountain Road is intersected by the centerline of Old Chillicothe Road; thence along the centerline of the Old Chillicothe Road, North 35 deg. 00'30" East, a distance of 841.5 feet to the Southwesterly corner of a 22.001 acre parcel of land, conveyed to the Village of Kirtland Hills by deed recorded in Volume 227, Page 134 of Lake County Records; thence along the Southerly line of land so conveyed to the said Village, South 84 deg. 12' 30" East, a distance of 12.33 feet to the centerline of the New Little Mountain Road, and the principal place of beginning of the premises intended to be described; thence South 86 deg. 07' East, along the southerly line of said 22001 acre parcel so conveyed to the Village of Kirtland Hills, a distance of about 625.34 feet to an iron pipe stake in the Westerly line of a 24.80 acre parcel of land conveyed to The Village of Kirtland Hills, by deed recorded in Volume 232, Page 454 of Lake County Records; thence South 1 deg. 52' West along the said Westerly line of said 24.80 acre parcel of land so conveyed to The Village of Kirtland Hills, to the Northerly line of State Route No. 1, as shown by the highway easement recorded in Volume 500, Page 237 Lake County Records; thence Westerly along the Northerly line of said State Route No. 1 to its intersection with the centerline of New Little Mountain Road as aforesaid; thence along the centerline of New Little Mountain Road to the place of beginning, be the same more or less, but subject to all legal highways.

Subject to highway easement rights as established in deed Volume 500, Page 237, Lake County Records.

Know All Men by these Presents:

That Western Reserve Properties, Inc., a Corporation incorporated under the laws of the State of Ohio, the Grantor for the consideration of Thirty-Three Thousand Sixty-four and 70/100 Dollars (\$33,064.70), received to its full satisfaction of The Village of Kirtland Hills, a municipal corporation located in the County of Lake, State of Ohio, its successors the Grantee, does give, grant, bargain, sell and convey unto the said grantee, its successors and assigns, the following described premises, situated in the Village of Kirtland Hills,

County of Lake and State of Ohio; and known as being a part of the Blake Lot and Lot No. 3 in Tract No. 1 and Lot No. 4 in Tract No. 2 of Mentor Township, being bounded and described as follows:

Beginning at the intersection of the south line of Johnnycake Ridge Road with the center line of the Little Mountain Road; Thence, along the south line of Johnnycake Ridge Road, North 89°-52' East, 1230.25 feet to an iron pipe stake on the west line of land owned by George J. Bowman; Thence, along said Bowman's west line, South 1°-12' West, 141.06 feet to an iron pipe stake at said Bowman's southwest corner; Thence, along said Bowman's south line, North 89°-52' East, 501.7 feet to the center of the Chillicothe Road, passing through an iron pipe stake on the westerly line of the Chillicothe Road; Thence, along the center of the Chillicothe Road, South 33°-24' West, 314.35 feet; Thence, along a south line of said Bowman, North 80°-30 1/2' East, 391.27 feet to the center of the Hart Road, passing through an iron pipe stake on the west side of said road; Thence, along the center of the Hart Road, South 1°-40' East, 654.87 feet to the north line of the Blake Lot; Thence, along the north line of the Blake Lot, North 88°-47' West, 736.48 feet to an iron pipe stake at the northwest corner of land owned by Ernest E. Boyer, said iron pipe stake being South 88°-47' East and distant 41.79 feet from the center of the Chillicothe Road; Thence, along said Boyer's west line, South 2°-22' West, 1003.4 feet to an iron pipe stake on the north line of land owned by Leonard C. Hanna, Jr.; Thence, along said Hanna's north line, North 85°-50 1/2' West, 623.63 feet to the center of the Little Mountain Road, passing through an iron pipe stake on the east line of said road; Thence, along the center line of the Little Mountain Road, North 35°-41' West, 226.8 feet to the center line of the Chillicothe Road; Thence, continuing along the center of the Little Mountain Road, North 35°-41' West, 547.42 feet to a point of curve of said road; Thence, continuing along the center of said road by a curve to the right, said curve having a radius of 661.74 feet, a central angle of 36°-53' and a length of arc or 426.0 feet; Thence, continuing along the center of the Little Mountain Road, North 1°-12' East, 901.9 feet to the place of beginning. Containing 82.366 acres of land, of which 27.285 acres are in Lot No. 4 of Tract No. 2, 13.080 acres are in Lot No. 3 of Tract No. 1, and 22.001 acres are in the Blake Lot of Tract No. 1. Survey and description by Clyde C. Hadden, Registered Surveyor No. 926.

This deed is executed and delivered under and by virtue and by authority of a resolution duly adopted by the unanimous vote of the full membership of the Board of Directors of Western Reserve Properties, Inc., held in the Miller Building, in Geneva, Ohio, at 3:50 o'clock A. M., on the 21 day of December, 1946, which resolution specifically authorized the execution and delivery of this deed by the President, J. E. Miller, and the Secretary, Frances G. Miller, for and on behalf of the corporation.



22A-1-2, 3, 4-5
22A-4-10

Slip
1A
+ Exception
4A

and bargained premises, with the appurtenances thereunto belonging, unto the said grantee, its successors and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantee, its successors and assigns, that at and until the enrolling of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever, except restrictions of record, legal highways and taxes and special assessments, if any, which shall be pro-rated as of the 1st day of January, 1947;

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

In witness whereof said corporation sets its hand and corporate seal, by J. E. Miller, its President, and Frances G. Miller, its Secretary, this 30th day of December, A. D. 1946.

WESTERN RESERVE PROPERTIES, INC.

Signed and acknowledged in the presence of Luille M. Green, Frances G. Miller, Secretary.

THE STATE OF OHIO } Before me, a Notary Public in and for said County, personally appeared the above named Western Reserve Properties, Inc.,

by J. E. Miller, its President, and Frances G. Miller, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at Painesville, Ohio, this 30th day of December, 1946.

Lester W. Donaldson, Notary Public.

Transferred DEC 31 1946
Received DEC 31 1946 at 11:46 AM
Recorded JAN 2 1947
Recorder's fee \$1.50 D. G. Jenkins Recorder

186828

QUIT-CLAIM DEED—No. 88C THE OHIO LEGAL BLANK CO., CLEVELAND
Know all Men by these Presents, That I, Myrtle Walters, wife of William A. Walters, the Grantor, for divers good causes and considerations thereunto moving, and especially for the sum of Ten and 00/100 Dollars, (\$ 10.00), received to my full satisfaction of William R. Greer and Irene P. Greer, Lakeland Blvd., Willoughby, Ohio, the Grantee, have given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, their heirs and assigns forever, all such right and title as I, the said Grantor, have or ought to have in and to the following described piece or parcel of land, situated in the Township of Willoughby County of Lake and State of Ohio

Know all Men by these Presents

That, we, Ernest E. Boyer and Elisabeth L. Boyer, husband and wife,

for the consideration of - - - Ten and no/100 - - - - - , the Grantor s,
- - - - - Dollars. (\$10.00) received to our full satisfaction of

Village of Kirtland Hills, a municipal corporation located
in the County of Lake, State of Ohio,

Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors
heirs and assigns, the following described premises situated in the Village of
Kirtland Hills, County of Lake, State of Ohio:

and known as being a part of the Blake Lot in said Village, and is bounded and
described as follows: Beginning at an iron pipe stake in the north line of land
of L. C. Hanna, Jr. where same is intersected by the west line of land of Ernest
E. and Elisabeth L. Boyer; thence along the west line of said Boyer's land North
2° 13' East a distance of 403.39 feet to an iron pipe stake found at a southeast
corner of land conveyed to the Village of Kirtland Hills by deed dated Dec. 30,
1946 and recorded in Volume 227, page 134, Lake County Records of Deeds; thence
along the east line of land as conveyed to said Village North 2° 22' East a
distance of 1005.04 feet to the north line of the Blake lot; thence along said
lot line South 88° 57' East (passing through an iron pipe stake found on line near
the west line of Hart road) a distance of 736.48 feet to the center line of said
road; thence along the center line of said road by the following courses and
distances: South 1° 34' 20" East, 499.82 feet and South 1° 40' 40" West, 905.79
feet to the northeast corner of land of L. C. Hanna, Jr.; thence along the north
line of said Hanna's land North 89° 10' 40" West (at 20.00 feet passing through a
pump log monument found) a distance of 780.76 feet to the place of beginning and
containing 24.80 acres of land as surveyed and described by Fullerton and Kerr,
Registered Engineers and Surveyors, be the same more or less, but subject to all
legal highways.

Meaning to convey by this description all of the property owned by Ernest E. and
Elisabeth L. Boyer which lies west of the Hart Road and between the property
conveyed to Kirtland Hills Village by deed dated Dec. 30, 1946 and recorded in
Volume 227, page 134, Lake County Record of Deeds, and the property of L. C. Hanna,
Jr.

22A-4-11
+ Exception
"A"



To Have and to Hold the above granted and bargained premises, with the
appurtenances thereof, unto the said Grantee, its successors
heirs and assigns forever.

And we, Ernest E. Boyer and Elisabeth L. Boyer
the said Grantor s, do for ourselves and our heirs, executors and
administrators, covenant with the said Grantee, its successors
at and until the ensembling of these presents, we are
well seized of the above described premises, as a good and indefeasible estate in FEE
SIMPLE, and have good right to bargain and sell the same in manner and form as
above written, and that the same are free from all incumbrances whatsoever
except taxes for the year 1947, and thereafter,

and that ~~we~~ will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its ~~successors~~ heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration I, Elisabeth L. Boyer, wife of Ernest E. Boyer, and I, Ernest E. Boyer, husband of Elisabeth L. Boyer, do hereby remise, release and forever quit-claim unto the said Grantee, heirs and assigns, all my right and expectancy of ~~Home~~ in the above described premises.

In Witness Whereof We have hereunto set our hands, the 28th day of April, in the year of our Lord one thousand nine hundred and forty-seven (1947).

Signed and acknowledged in presence of
Ernest E. Boyer
Elisabeth L. Boyer
A. D. Jordan

State of Ohio }
Cuyahoga County, } Before me, a Notary Public
the above named Ernest E. Boyer and Elisabeth L. Boyer, husband and wife,
who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at this 28th day of April, A. D. 1947.
A. D. Jenkins
Notary Public
Notary Public Commission Expires June 15, 1947
Recorded MAY 17 1947 at 10:40 AM
Recorded MAY 19 1947
Recorder's fee \$ 1.35 D. G. Jenkins

WARRANTY DEED - No. 102A

189555

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883
106-373

Know all Men by these Presents

That I, Nelson M. Hofmann, married, the Grantor,
for the consideration of One Dollar and other valuable consideration
received to my full satisfaction of
Roger Nelson Hofmann
Give, Grant, Bargain, Sell and Convey unto the said Grantee, his
heirs and assigns, the following described premises, situated in the Township of
Leroy, County of Lake and State of Ohio:

Being an undivided one-half (1/2) interest in the following described premises:- Situated in the Township of Leroy, County of Lake and State of Ohio:- And known as part of Lot No. 71 and bounded on East and West by Lot lines, on the South by James Wright's land and on the North by Henry Paines's land, containing 35 acres of land,

be the same more or less, but subject to all legal highways.

On this day and in full the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee its successors and assigns forever.

And I WILLIAM HOWARD PRESCOTT, JR. the said Grantor, do for myself and my administrators, covenant with the said Grantee and its successors, heirs, executors and assigns, that at and until the ensueing of these presents, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments for the last half 1960 and thereafter, which Grantee assumes and agrees to pay, restrictions and easements of record, and zoning ordinances, if any.

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee its successors and assigns, against all lawful claims and demands whatsoever except as above.

And for valuable consideration I, DESSIE S. PRESCOTT, do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all right and expectancy of Easement in the above described premises.

In Witness Whereof We have hereunto set our hands, the 30th day of June in the year of our Lord one thousand nine hundred and Sixty One.

Signed and acknowledged in presence of William Howard Prescott, Jr. and Dessie S. Prescott, Jr. in presence of Margaret Mathew, Notary Public.

State of Ohio } ss: Before me, a Notary Public in and for said County and State, personally appeared the above named Cuyahoga County } William Howard Prescott, Jr. - and Dessie S. Prescott, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 30th day of June, A.D. 1961.

This Instrument prepared by Charles P. Baker, Jr. Attorney at Law 305 Cleveland Trust Bldg. Painesville, Ohio

Eleanor R. Murphy Notary Public, Notary Public, Cuyahoga County, Ohio My Commission Expires April 15, 1962

363510

Warranty Deed

WILLIAM HOWARD PRESCOTT, JR. TO VILLAGE OF KIRTLAND HILLS TRANSFERRED

Transferred AUG 8 - 1961

Returned for Record on the day of AUG - 8 1961

and Recorded AUG 9 1961

Recorded in Vol 528 PAGE 157

528-9



Handwritten notes: 305 Cleveland Trust Bldg. Painesville, Ohio

503178

WARRANTY DEED—No. 102A

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883



That We, GEORGE J. BOWMAN and TWILA M. BOWMAN, husband and wife,
the Grantors,
who claim title by or through instrument, recorded in Volume, Page,
County Recorder's Office, for the consideration of Ten Dollars and other valuable
consideration ----- Dollars (\$ 10.00 --)
received to our full satisfaction of

THE VILLAGE OF KIRTLAND HILLS

the Grantee,
whose TAX MAILING ADDRESS will be 8026 Chillicothe Road, Mentor, Ohio-44060,
do

Give Grant, Requitain, Sell and Convey unto the said Grantee, its successors
and assigns, the following described premises, situated in the Village of
Kirtland Hills, County of Lake and State of Ohio:

And known as being a part of Lot 3, Tract 1 in said Village and is
bounded and described as follows:

Beginning in the centerline of Hart Road at a point in the North-
easterly corner of land of the Village of Kirtland Hills as recorded
in Volume 227, Page 134, Lake County Records of Deeds; Thence
along the Northerly line of said land, South 82° 43' West, a distance
of 388.58 feet to a point in the centerline of Chillicothe Road; Thence
along the centerline of said road, North 36° 21' 30" East, a distance
of 110.28 feet to a point; Thence by a line which bears South 87° 15'
East, a distance of 36.02 feet to a point in the Easterly right-of-way
line of Chillicothe Road, 60 feet in width; Thence along said right-
of-way line North 36° 21' 30" East, a distance of 459.07 feet to a
point in the Westerly right-of-way line of Hart Road, 40 feet in
width; Thence by a line which bears South 88° 52' East, a distance
of 20.00 feet to a point in the centerline of said road; Thence along
said centerline South 1° 08' West, a distance of 407.19 feet to the
place of beginning and containing 1.783 acres of land as calculated
and described by Fullerton, Kerr and Associates, Registered Engin-
eers and Surveyors, be the same more or less, but subject to all
legal highways.

Slip

This Conveyance has been examined and the
Grantor has complied with Section 319.202
of the Revised Code. 3-27-71
E-785 FILE 3
DANIEL J. SUPANICK, County Auditor

22A-1-7

17. 33A-1-1

751 343

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And we, George J. Bowman and Twila M. Bowman, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the encasing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever, except taxes and assessments for the last half of 1970 and thereafter, which grantee assumes and agrees to pay, restrictions and easements of record, and zoning ordinances, if any.

Grantors reserve the right to continue using the well until other water is available for the residence at 8900 Johnnycake Ridge Road.

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors heirs and assigns, against all lawful claims and demands whatsoever except as above.

And for valuable consideration we, George J. Bowman, husband of Twila M. Bowman, and Twila M. Bowman, wife of George J. Bowman, do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all our right and expectancy of title in the above described premises.

In Witness Whereof We have hereunto set our hands, the 25th day of February, in the year of our Lord one thousand nine hundred and Seventy-One.

Signed and acknowledged in presence of

B. T. Walker, George J. Bowman, Twila M. Bowman

Georgia State of DEKALB County, Before me, a Notary Public in and for said County and State, personally appeared the above named

George J. Bowman and Twila M. Bowman who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Atlanta, Georgia this 25th day of February, A. D. 1971

This instrument prepared by Charles P. Baker, Jr. 420 Cleveland Trust Bldg. Painesville, Ohio - 44077

Notary Public, Georgia State at Large My Commission Expires March 25, 1972

508128



GEORGE J. BOWMAN and TWILA M. BOWMAN

INDEXED

THE VILLAGE OF KIRTLAND HILLS

RED TRANSFERRED

Transferred MAY 27 1971 David J. Spangola, Notary Public, DeKalb County, Georgia

State of Ohio

County of LAKE

Received for Record on the

day of MAY 27 1971

at 2:48 o'clock P. M.

and Recorded on 28-1971

in Book Vol 75 Page 343

DeKalb County, Georgia

Notary Public

Returned per \$ 3.00

This instrument prepared by Charles P. Baker, Jr. Painesville, Ohio - 44077

357

508128

Vol 751 Page 344

QUIT CLAIM DEED

SANDRA H. SULLIVAN, married, of Lake County, Ohio, for valuable consideration paid, grants, to THE VILLAGE OF KIRTLAND HILLS, OHIO, whose tax mailing address is 8026 Chillicothe Road, Kirtland Hills, OH 44060, the following real property:

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio; and known as being a part of the Blake Lot in Tract No. 2, in Original Mentor Township and further bounded and described as follows:

Beginning at a point where the centerline of Old Little Mountain Road is intersected by the centerline of Old Chillicothe Road; thence along the centerline of the Old Chillicothe Road, North 35 deg. 00' 30" East, a distance of 841.5 feet to the Southwesterly corner of a 22.001 acre parcel of land, conveyed to the Village of Kirtland Hills by deed recorded in Volume 227, Page 134 of Lake County Records; thence along the Southerly line of land so conveyed to the said Village, South 84 deg. 12' 30" East, a distance of 12.33 feet to the centerline of the New Little Mountain Road, and the principal place of beginning of the premises intended to be described; thence South 86 deg. 07' East, along the southerly line of said 22.001 acre parcel so conveyed to the Village of Kirtland Hills, a distance of about 625.34 feet to an iron pipe stake in the Westerly line of a 24.80 acre parcel of land conveyed to The Village of Kirtland Hills, by deed recorded in Volume 232, Page 454 of Lake County Records; thence South 1 deg. 52' West along the said Westerly line of said 24.80 acre parcel of land so conveyed to The Village of Kirtland Hills, to the Northerly line of State Route No. 1, as shown by the highway easement recorded in Volume 500, Page 237 Lake County Records; thence Westerly along the Northerly line of said State Route No. 1 to its intersection with the centerline of New Little Mountain Road as aforesaid; thence along the centerline of New Little Mountain Road to the place of beginning, be the same more or less, but subject to all legal highways.

Subject to highway easement rights as established in deed Volume-500, Page 237, Lake County Records. See Exhibit A.

Permanent Parcel No. 22-A-004-0-00-012-0

Prior Instrument Reference: Document Nos. 980058370 and 980058371

TRANSFERRED
JAN 10 2005 . 50
Edward H. Suponcic
Auditor, Lake County, Ohio

INADEQUATE DESCRIPTION
NEW SURVEY REQUIRED FOR NEXT TRANSFER
Reviewed by: IRV Date 1-9-05
Lake County Engineer's Tax Map Office

This Conveyance has been recorded and the Grantor has done so in accordance with Section 319.202 of the Revised Code.
2-11-05 FEE \$ 4
1-10-05 EXEMPT ✓
Edward H. Suponcic City Auditor

2005R01175
LAKE COUNTY OHIO
RECORDED ON
01-10-2005 3:53 PM
FRANK A SUPONCIC
LAKE COUNTY RECORDER
REC. FEE: 36.00
PAGES: 3

JOSEPH D. SULLIVAN, husband of the grantor releases all rights of dower therein.

Executed this 24 day of DECEMBER, 2004.

Sandra H. Sullivan
SANDRA H. SULLIVAN

Joseph D. Sullivan
JOSEPH D. SULLIVAN

State of Ohio)
County of Lake)

I hereby certify that the foregoing instrument was acknowledged before me this 24 day of DECEMBER, 2004 by **SANDRA H. SULLIVAN** and **JOSEPH D. SULLIVAN**.



Gerald J. Smith, Jr.
Notary Public

GERALD J. SMITH, JR
Notary Public, State of Ohio
My Commission Expires Jan. 18, 2009
Recorded in Lake County

Prepared by:
I. James Hackenberg
Baker, Hackenberg and Hennig Co., L.P.A.
77 N. St. Clair Street
Painesville, OH 44077
440/354-4364

Y

Deed

Know All Men by these Presents:

That Western Reserve Properties, Inc., a Corporation incorporated under the laws of the State of Ohio, the Grantor for the consideration of Thirty-Three Thousand Sixty-four and 70/100 Dollars (\$33,064.70), received to its full satisfaction of The Village of Kirtland Hills, a municipal corporation located in the County of Lake, State of Ohio, its successors the Grantee, does give, grant, bargain, sell and convey unto the said grantee, its successors and assigns, the following described premises, situated in the Village of Kirtland Hills, County of Lake and State of Ohio; and known as being a part of the Blake Lot and Lot No. 3 in Tract No. 1 and Lot No. 4 in Tract No. 2 of Mentor Township, being bounded and described as follows:

Beginning at the intersection of the south line of Johnnycake Ridge Road with the center line of the Little Mountain Road; Thence, along the south line of Johnnycake Ridge Road, North 89°-52' East, 1230.25 feet to an iron pipe stake on the west line of land owned by George J. Bowman; Thence, along said Bowman's west line, South 1°-12' West, 141.06 feet to an iron pipe stake at said Bowman's southwest corner; Thence, along said Bowman's south line, North 89°-52' East, 501.7 feet to the center of the Chillicothe Road, passing through an iron pipe stake on the westerly line of the Chillicothe Road; Thence, along the center of the Chillicothe Road, South 33°-24' West, 314.35 feet; Thence, along a south line of said Bowman, North 80°-30 1/2' East, 391.27 feet to the center of the Hart Road, passing through an iron pipe stake on the west side of said road; Thence, along the center of the Hart Road, South 1°-40' East, 654.87 feet to the north line of the Blake Lot; Thence, along the north line of the Blake Lot, North 88°-47' West, 736.48 feet to an iron pipe stake at the northwest corner of land owned by Ernest E. Boyer, said iron pipe stake being South 88°-47' East and distant 41.79 feet from the center of the Chillicothe Road; Thence, along said Boyer's west line, South 2°-22' West, 1003.4 feet to an iron pipe stake on the north line of land owned by Leonard C. Hanna, Jr.; Thence, along said Hanna's north line, North 85°-50 1/2' West, 623.63 feet to the center of the Little Mountain Road, passing through an iron pipe stake on the east line of said road; Thence, along the center line of the Little Mountain Road, North 35°-41' West, 226.8 feet to the center line of the Chillicothe Road; Thence, continuing along the center of the Little Mountain Road, North 35°-41' West, 547.42 feet to a point of curve of said road; Thence, continuing along the center of said road by a curve to the right, said curve having a radius of 661.74 feet, a central angle of 36°-53' and a length of arc or 426.0 feet; Thence, continuing along the center of the Little Mountain Road, North 1°-12' East, 901.9 feet to the place of beginning. Containing 82.366 acres of land, of which 27.285 acres are in Lot No. 4 of Tract No. 2, 13.080 acres are in Lot No. 3 of Tract No. 1, and 22.001 acres are in the Blake Lot of Tract No. 1. Survey and description by Clyde C. Hadden, Registered Surveyor No. 926.

This deed is executed and delivered under and by virtue and by authority of a resolution duly adopted by the unanimous vote of the full membership of the Board of Directors of Western Reserve Properties, Inc., held in the Miller Building, in Geneva, Ohio, at 3:50 o'clock A. M., on the 21 day of December, 1946, which resolution specifically authorized the execution and delivery of this deed by the President, J. E. Miller, and the Secretary, Frances G. Miller, for and on behalf of the corporation.



22A-1-2, 3, 4-5
22A-4-10

Slip
1A
+ Exception
4A

and bargained premises, with the appurtenances thereunto belonging, unto the said grantee, its successors and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantee, its successors and assigns, that at and until the ensembling of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever, except restrictions of record, legal highways and taxes and special assessments, if any, which shall be pro-rated as of the 1st day of January, 1947;

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

In witness whereof said corporation sets its hand and corporate seal, by J. E. Miller, its President, and Frances G. Miller, its Secretary, this 30th day of December, A. D. 1946.

WESTERN RESERVE PROPERTIES, INC.

Signed and acknowledged in the presence of Luille M. Green, Frances G. Miller, Secretary.

THE STATE OF OHIO } Before me, a Notary Public in and for said County, personally appeared the above named Western Reserve Properties, Inc.,

by J. E. Miller, its President, and Frances G. Miller, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at Painesville, Ohio, this 30th day of December, 1946.

Lester W. Donaldson, Notary Public.

Transferred DEC 31 1946
Received DEC 31 1946 at 11:46 AM
Recorded JAN 2 1947
Recorder's fee \$1.50 D. G. Jenkins Recorder

186828

QUIT-CLAIM DEED—No. 88C THE OHIO LEGAL BLANK CO., CLEVELAND
Know all Men by these Presents, That I, Myrtle Walters, wife of William A. Walters, the Grantor, for divers good causes and considerations thereunto moving, and especially for the sum of Ten and 00/100 Dollars, (\$ 10.00), received to my full satisfaction of William R. Greer and Irene P. Greer, Lakeland Blvd., Willoughby, Ohio, the Grantee, have given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, their heirs and assigns forever, all such right and title as I, the said Grantor, have or ought to have in and to the following described piece or parcel of land, situated in the Township of Willoughby County of Lake and State of Ohio

Know all Men by these Presents

That, we, Ernest E. Boyer and Elisabeth L. Boyer, husband and wife,

for the consideration of - - - Ten and no/100 - - - - - the Grantor s,
- - - - - Dollars. (\$10.00) received to our full satisfaction of

Village of Kirtland Hills, a municipal corporation located
in the County of Lake, State of Ohio,

Give Grant, Bargain, Sell and Convey unto the said Grantee, its successors
heirs and assigns, the following described premises situated in the Village of
Kirtland Hills, County of Lake and State of Ohio:

and known as being a part of the Blake Lot in said Village, and is bounded and
described as follows: Beginning at an iron pipe stake in the north line of land
of L. C. Hanna, Jr. where same is intersected by the west line of land of Ernest
E. and Elisabeth L. Boyer; thence along the west line of said Boyer's land North
2° 13' East a distance of 403.39 feet to an iron pipe stake found at a southeast
corner of land conveyed to the Village of Kirtland Hills by deed dated Dec. 30,
1946 and recorded in Volume 227, page 134, Lake County Records of Deeds; thence
along the east line of land as conveyed to said Village North 2° 22' East a
distance of 1005.04 feet to the north line of the Blake lot; thence along said
lot line South 88° 57' East (passing through an iron pipe stake found on line near
the west line of Hart road) a distance of 736.48 feet to the center line of said
road; thence along the center line of said road by the following courses and
distances: South 1° 34' 20" East, 499.82 feet and South 1° 40' 40" West, 905.79
feet to the northeast corner of land of L. C. Hanna, Jr.; thence along the north
line of said Hanna's land North 89° 10' 40" West (at 20.00 feet passing through a
pump log monument found) a distance of 780.76 feet to the place of beginning and
containing 24.80 acres of land as surveyed and described by Fullerton and Kerr,
Registered Engineers and Surveyors, be the same more or less, but subject to all
legal highways.

Meaning to convey by this description all of the property owned by Ernest E. and
Elisabeth L. Boyer which lies west of the Hart Road and between the property
conveyed to Kirtland Hills Village by deed dated Dec. 30, 1946 and recorded in
Volume 227, page 134, Lake County Record of Deeds, and the property of L. C. Hanna,
Jr.

22A-4-11
+ Exception
"A"



To Have and to Hold the above granted and bargained premises, with the
appurtenances thereof, unto the said Grantee, its successors
heirs and assigns forever.

And we, Ernest E. Boyer and Elisabeth L. Boyer
the said Grantor s, do for ourselves and our heirs, executors and
administrators, covenant with the said Grantee, its successors
at and until the ensembling of these presents, we are
well seized of the above described premises, as a good and indefeasible estate in FEE
SIMPLE, and have good right to bargain and sell the same in manner and form as
above written, and that the same are free from all incumbrances whatsoever
except taxes for the year 1947, and thereafter,

and that ~~we~~ will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors, heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration I, Elisabeth L. Boyer, wife of Ernest E. Boyer, and I, Ernest E. Boyer, husband of Elisabeth L. Boyer, do hereby remise, release and forever quit-claim unto the said Grantee, heirs and assigns, all my right and expectancy of ~~Home~~ in the above described premises.

In Witness Whereof We have hereunto set our hands, the 28th day of April, in the year of our Lord one thousand nine hundred and forty-seven (1947).

Signed and acknowledged in presence of
Ernest E. Boyer
Elisabeth L. Boyer
A. D. Jordan

State of Ohio }
Cuyahoga County, } Before me, a Notary Public
the above named Ernest E. Boyer and Elisabeth L. Boyer, husband and wife,
who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at this 28th day of April, A. D. 1947.
A. D. Jenkins, Notary Public
Notary Public
Recorded MAY 17 1947 at 10:40 AM
Recorded MAY 19 1947
Recorded's fee \$ 1.35 D. G. Jenkins

WARRANTY DEED - No. 102A

189555

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883
106-373

Know all Men by these Presents

That I, Nelson M. Hofmann, married, the Grantor,
for the consideration of One Dollar and other valuable consideration
received to my full satisfaction of
Roger Nelson Hofmann, the Grantee, do
Give, Grant, Bargain, Sell and Convey unto the said Grantee, his
heirs and assigns, the following described premises, situated in the Township of
Leroy, County of Lake and State of Ohio:

Being an undivided one-half (1/2) interest in the following described
premises:- Situated in the Township of Leroy, County of Lake and State of Ohio:-
And known as part of Lot No. 71 and bounded on East and West by Lot lines, on the
South by James Wright's land and on the North by Henry Paines's land, containing
35 acres of land,

be the same more or less, but subject to all legal highways.

Know all Men by these Presents

017328

That, I, WILLIAM HOWARD PRESCOTT, JR., married, the Grantor, who claim title by or through instrument, recorded in Volume ... Page ... County Recorder's Office, for the consideration of Ten Dollars and other valuable consideration received to my full satisfaction of ... (\$ 10.00)

VILLAGE OF KIRTLAND HILLS

DOUGLASSVILLE, OHIO the Grantee whose TAX MAILING ADDRESS will be ... do Give, Grant, Bargain, Sell and Convey unto the said Grantee its successors heirs and assigns, the following described premises, situated in the Village of Kirtland Hills, County of Lake, and state of Ohio:

22A-4-6

And known as being a part of the Blake Lot in Tract No. 1 of original Mentor Township, being bounded and described as follows: Beginning at the intersection of the center line of the Little Mountain Road with the center line of the Chillicothe Road; Thence along the center of Little Mountain Road, South 34° 13' 30" East, a distance of 966.73 feet to the southerly right of way line of State Route No. 1; Thence along said right of way line, North 88° 51' 30" West, a distance of 183.78 feet to an angle therein; Thence continuing along said right of way line, North 89° 46' 30" West, a distance of 669.72 feet to a northeasterly line of land owned by Ann B. and Richard C. Kremer; Thence along said Kremer's northeasterly line, North 33° 23' West, a distance of 369.47 feet to the center line of the Chillicothe Road; Thence along the center line of said road, North 46° 44' 30" East, a distance of 706.50 feet to the place of beginning. Containing 10.72 acres of land, 8.72 acres of which are included in easements and agreement for channel change given to the State of Ohio for Highway purposes, be the same more or less, but subject to all legal highways.

Slip Exception

Deed of Gift - no Revenue Stamps required.

And I, WILLIAM HOWARD PRESCOTT, JR. do hereby warrant and defend the above described premises, together with all other lands and premises hereunto in anywise appurtenant thereto, unto the said Grantee its successors heirs and assigns forever.

Restrictions and easements of record, and zoning ordinances, in any 1900 and thereafter, which charges, assents and agrees to pay all assessments, taxes and assessments for the land hereunto described, together with the same in interest and form as aforesaid, and that the same are the same as and with the exception of those hereinbefore stated in FREE ZONING, and have been agreed to and consented to by me, the said Grantor, and my heirs, assigns, and successors.

In Witness Whereof I, WILLIAM HOWARD PRESCOTT, JR. have hereunto set my hand and seal at the Village of Kirtland Hills, County of Lake, State of Ohio, this ... day of ... 19... A.D. 19...

be the same more or less, but subject to all legal highways.

WITNESSES

On this day and in full the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee its successors and assigns forever.

And I WILLIAM HOWARD PRESCOTT, JR. the said Grantor, do for myself and my administrators, covenant with the said Grantee and its successors, heirs, executors and assigns, that at and until the ensueing of these presents, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments for the last half 1960 and thereafter, which Grantee assumes and agrees to pay, restrictions and easements of record, and zoning ordinances, if any.

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee its successors and assigns, against all lawful claims and demands whatsoever except as above.

And for valuable consideration I, DESSIE S. PRESCOTT, do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all right and expectancy of Easement in the above described premises.

In Witness Whereof We have hereunto set our hands, the 30th day of June in the year of our Lord one thousand nine hundred and Sixty-

Signed and acknowledged in presence of *Margaret Mathew* and *William Howard Prescott, Jr.*

State of Ohio }
Cuyahoga County } ss. Before me, a Notary Public, in and for said County and State, personally appeared the above named William Howard Prescott, Jr. and Dessie S. Prescott, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 30th day of June, A.D. 1961

This Instrument prepared by Charles P. Baker, Jr. Attorney at Law 305 Cleveland Trust Bldg. Painesville, Ohio

Eleanor R. Murphy Notary Public, Notary Public, Cuyahoga County, Ohio My Commission Expires April 15, 1962



363510

Warranty Deed

WILLIAM HOWARD PRESCOTT, JR. TO VILLAGE OF KIRTLAND HILLS TRANSFERRED

Transferred AUG 8 - 1961

Returned for Record on the day of AUG - 8 1961

and Recorded AUG 9 1961

Recorded in Vol 528 PAGE 157

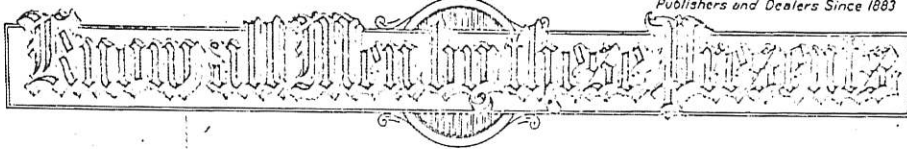
528-9

305 P. Baker

503178

WARRANTY DEED—No. 102A

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883



That We, GEORGE J. BOWMAN and TWILA M. BOWMAN, husband and wife,
the Grantors,
who claim title by or through instrument, recorded in Volume, Page,
County Recorder's Office, for the consideration of Ten Dollars and other valuable
consideration ----- Dollars (\$ 10.00 --)
received to our full satisfaction of

THE VILLAGE OF KIRTLAND HILLS

the Grantee,
whose TAX MAILING ADDRESS will be 8026 Chillicothe Road, Mentor, Ohio-44060,
do

Give Grant, Reclaim, Sell and Convey unto the said Grantee, its successors
and assigns, the following described premises, situated in the Village of
Kirtland Hills, County of Lake and State of Ohio:

And known as being a part of Lot 3, Tract 1 in said Village and is
bounded and described as follows:

Beginning in the centerline of Hart Road at a point in the North-
easterly corner of land of the Village of Kirtland Hills as recorded
in Volume 227, Page 134, Lake County Records of Deeds; Thence
along the Northerly line of said land, South 82° 43' West, a distance
of 388.58 feet to a point in the centerline of Chillicothe Road; Thence
along the centerline of said road, North 36° 21' 30" East, a distance
of 110.28 feet to a point; Thence by a line which bears South 87° 15'
East, a distance of 36.02 feet to a point in the Easterly right-of-way
line of Chillicothe Road, 60 feet in width; Thence along said right-
of-way line North 36° 21' 30" East, a distance of 459.07 feet to a
point in the Westerly right-of-way line of Hart Road, 40 feet in
width; Thence by a line which bears South 88° 52' East, a distance
of 20.00 feet to a point in the centerline of said road; Thence along
said centerline South 1° 08' West, a distance of 407.19 feet to the
place of beginning and containing 1.783 acres of land as calculated
and described by Fullerton, Kerr and Associates, Registered Engin-
eers and Surveyors, be the same more or less, but subject to all
legal highways.

Slip

This Conveyance has been examined and the
Grantor has complied with Section 319.202
of the Revised Code. 3-27-71
E-785 FILE 3
DANIEL J. SUPANICK, County Auditor

22A-1-7

17. 33A-1-1

751 343

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And we, George J. Bowman and Twila M. Bowman, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the encasing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever.

except taxes and assessments for the last half of 1970 and thereafter, which grantee assumes and agrees to pay, restrictions and easements of record, and zoning ordinances, if any.

Grantors reserve the right to continue using the well until other water is available for the residence at 8900 Johnnycake Ridge Road.

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors heirs and assigns, against all lawful claims and demands whatsoever except as above.

And for valuable consideration we, George J. Bowman, husband of Twila M. Bowman, and Twila M. Bowman, wife of George J. Bowman, do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all our right and expectancy of title in the above described premises.

In Witness Whereof We have hereunto set our hands, the 25th day of February, in the year of our Lord one thousand nine hundred and Seventy-One.

Signed and acknowledged in presence of

B. T. Walker, George J. Bowman, Twila M. Bowman

Georgia State of DEKALB County, Before me, a Notary Public in and for said County and State, personally appeared the above named

George J. Bowman and Twila M. Bowman who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Atlanta, Georgia this 25th day of February, A. D. 1971

This instrument prepared by Charles P. Baker, Jr. 420 Cleveland Trust Bldg. Painesville, Ohio - 44077

Notary Public, Georgia State at Large My Commission Expires March 25, 1972

508128



GEORGE J. BOWMAN and TWILA M. BOWMAN

INDEXED

THE VILLAGE OF KIRTLAND HILLS

RED TRANSFERRED

Transferred MAY 27 1971

David J. Spangola, Notary Public, DeKalb County, Georgia

State of Ohio

County of LAKE

Received for Record on the

day of MAY 27 1971

at 2:48 o'clock P. M.

and Recorded on 28-1971

in Book Vol 75 Page 343

DeKalb County, Georgia

Notary Public

My Commission Expires March 25, 1972

This instrument prepared by Charles P. Baker, Jr. Painesville, Ohio - 44077

357

508128

Vol 751 Page 344

QUIT CLAIM DEED

SANDRA H. SULLIVAN, married, of Lake County, Ohio, for valuable consideration paid, grants, to THE VILLAGE OF KIRTLAND HILLS, OHIO, whose tax mailing address is 8026 Chillicothe Road, Kirtland Hills, OH 44060, the following real property:

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio; and known as being a part of the Blake Lot in Tract No. 2, in Original Mentor Township and further bounded and described as follows:

Beginning at a point where the centerline of Old Little Mountain Road is intersected by the centerline of Old Chillicothe Road; thence along the centerline of the Old Chillicothe Road, North 35 deg. 00' 30" East, a distance of 841.5 feet to the Southwesterly corner of a 22.001 acre parcel of land, conveyed to the Village of Kirtland Hills by deed recorded in Volume 227, Page 134 of Lake County Records; thence along the Southerly line of land so conveyed to the said Village, South 84 deg. 12' 30" East, a distance of 12.33 feet to the centerline of the New Little Mountain Road, and the principal place of beginning of the premises intended to be described; thence South 86 deg. 07' East, along the southerly line of said 22.001 acre parcel so conveyed to the Village of Kirtland Hills, a distance of about 625.34 feet to an iron pipe stake in the Westerly line of a 24.80 acre parcel of land conveyed to The Village of Kirtland Hills, by deed recorded in Volume 232, Page 454 of Lake County Records; thence South 1 deg. 52' West along the said Westerly line of said 24.80 acre parcel of land so conveyed to The Village of Kirtland Hills, to the Northerly line of State Route No. 1, as shown by the highway easement recorded in Volume 500, Page 237 Lake County Records; thence Westerly along the Northerly line of said State Route No. 1 to its intersection with the centerline of New Little Mountain Road as aforesaid; thence along the centerline of New Little Mountain Road to the place of beginning, be the same more or less, but subject to all legal highways.

Subject to highway easement rights as established in deed Volume-500, Page 237, Lake County Records. See Exhibit A.

Permanent Parcel No. 22-A-004-0-00-012-0

Prior Instrument Reference: Document Nos. 980058370 and 980058371

TRANSFERRED
JAN 10 2005 . 50
Edward H. Suponcic
Auditor, Lake County, Ohio

INADEQUATE DESCRIPTION
NEW SURVEY REQUIRED FOR NEXT TRANSFER
Reviewed by: IRV Date 1-9-05
Lake County Engineer's Tax Map Office

This Conveyance has been recorded and the Grantor has done so in accordance with Section 319.202 of the Revised Code.
2-11-05 FEE \$ 4
1-10-05 EXEMPT ✓
Edward H. Suponcic City Auditor

2005R01175
LAKE COUNTY OHIO
RECORDED ON
01-10-2005 3:53 PM
FRANK A SUPONCIC
LAKE COUNTY RECORDER
REC. FEE: 36.00
PAGES: 3

JOSEPH D. SULLIVAN, husband of the grantor releases all rights of dower therein.

Executed this 24 day of DECEMBER, 2004.

Sandra H. Sullivan
SANDRA H. SULLIVAN

Joseph D. Sullivan
JOSEPH D. SULLIVAN

State of Ohio)
County of Lake)

I hereby certify that the foregoing instrument was acknowledged before me this 24 day of DECEMBER, 2004 by **SANDRA H. SULLIVAN** and **JOSEPH D. SULLIVAN**.



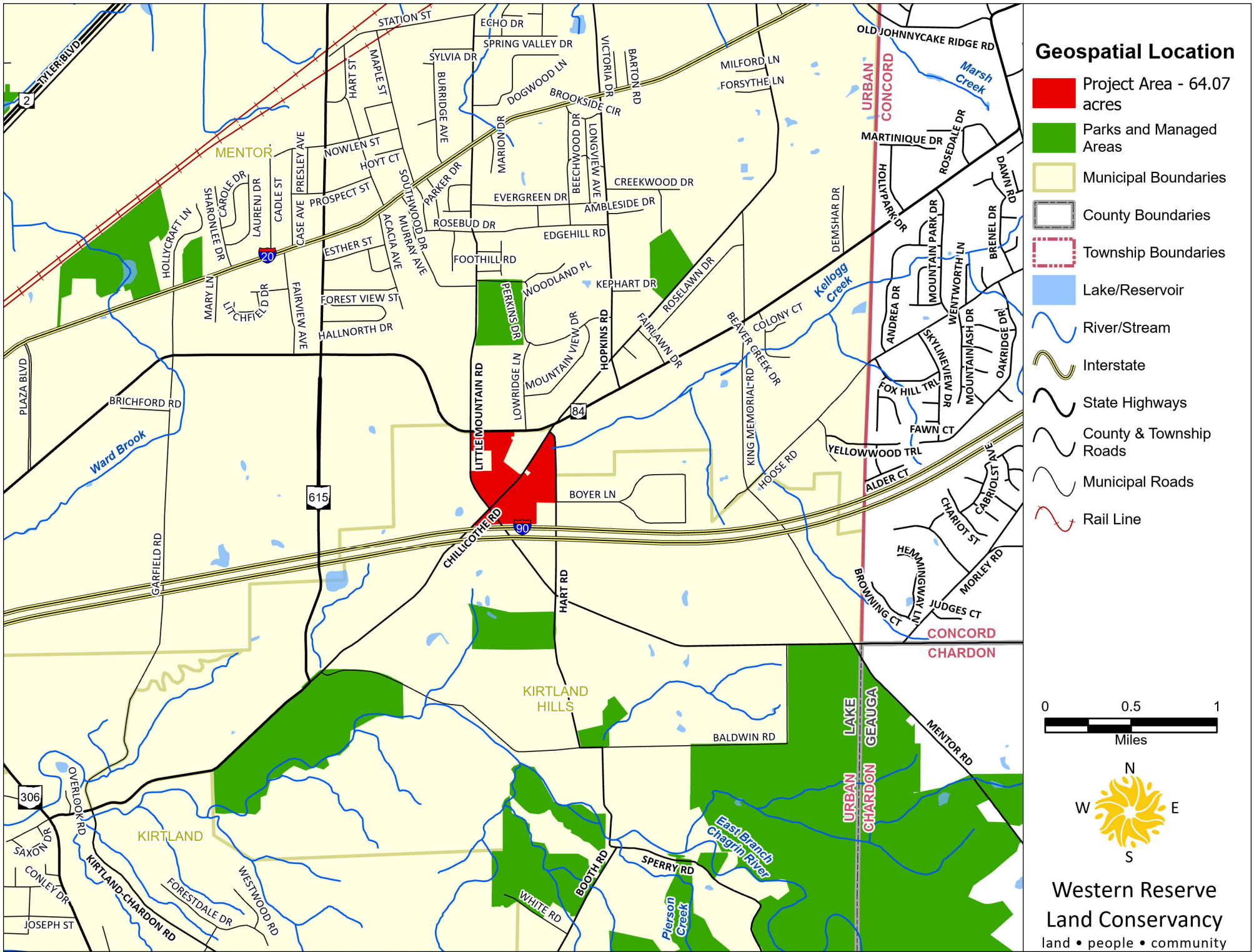
Gerald J. Smith, Jr.
Notary Public

GERALD J. SMITH, JR
Notary Public, State of Ohio
My Commission Expires Jan. 18, 2009
Recorded in Lake County

Prepared by:
I. James Hackenberg
Baker, Hackenberg and Hennig Co., L.P.A.
77 N. St. Clair Street
Painesville, OH 44077
440/354-4364

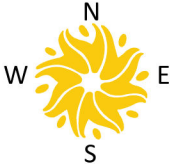
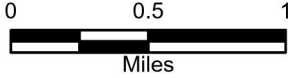
Y

Project Area Map



Geospatial Location

- Project Area - 64.07 acres
- Parks and Managed Areas
- Municipal Boundaries
- County Boundaries
- Township Boundaries
- Lake/Reservoir
- River/Stream
- Interstate
- State Highways
- County & Township Roads
- Municipal Roads
- Rail Line











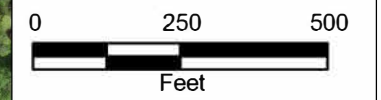
Western Reserve
Land Conservancy
land • people • community



Kirtland Hills Village

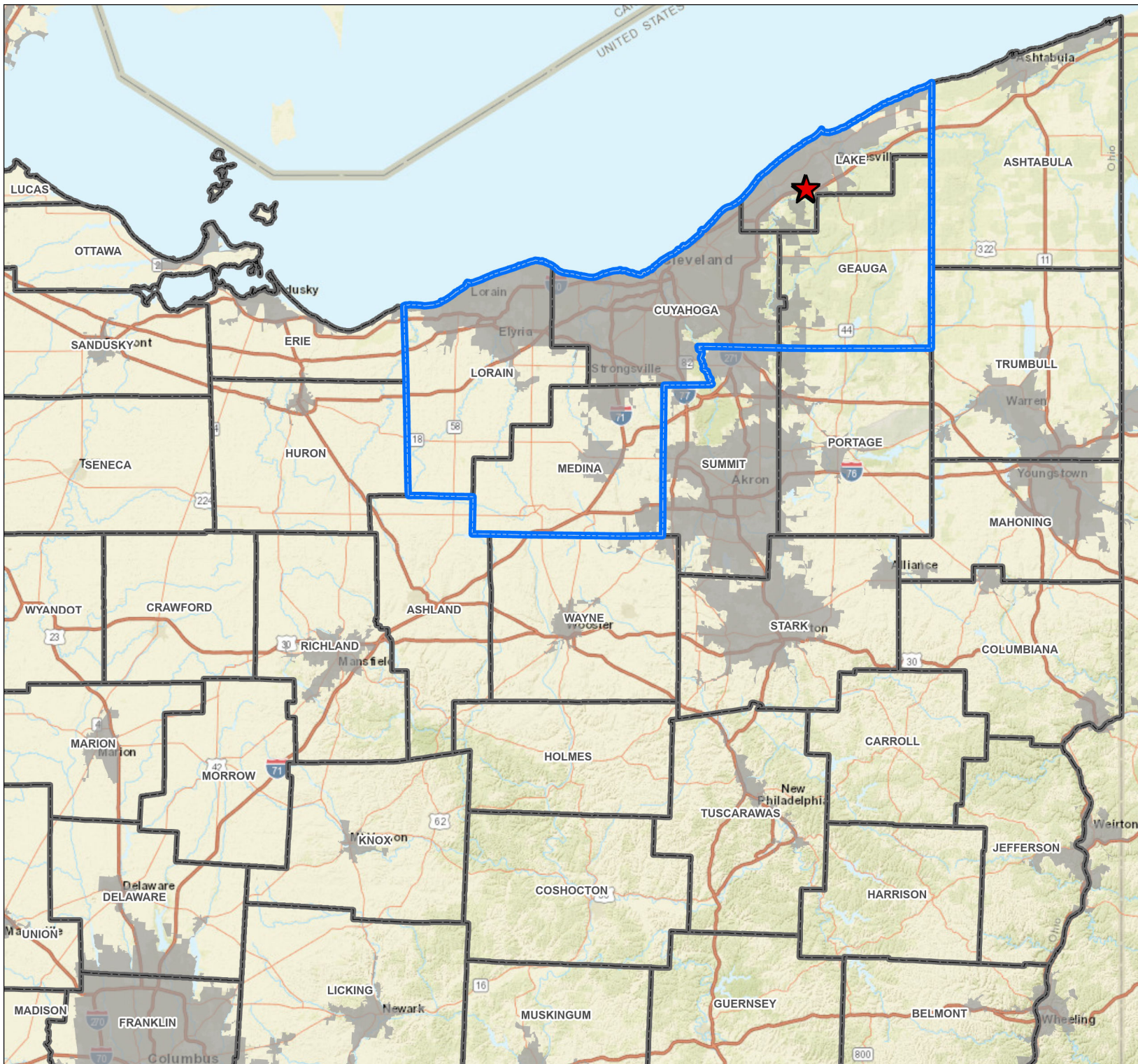
Project Area

-  Project Area - 64.07 acres
-  Parcels
-  Township Boundaries
-  River/Stream
-  Interstate
-  State Highways
-  County & Township Roads
-  Municipal Roads







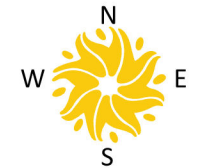
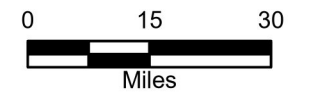
Western Reserve
Land Conservancy
land • people • community

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

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 one property that is permanently protected by Grantee totaling 80 acres, thereby creating a significant opportunity to connect that property 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 431 linear feet of intermittent Kellog Creek, a tributary to the Grand River; and

WHEREAS, the Protected Property has outstanding scenic qualities that can be enjoyed by the general public; namely, the open space and forest view from approximately 6,069 linear feet of road frontage along State Route 87, Chillicothe Road, Little Mountain Road and Hart Road in the Village of Kirtland Hills, Lake County, Ohio; and

WHEREAS, the Protected Property contains tree species such as white ash, American beech, black cherry, sweet cherry, eastern cottonwood, American elm, bitternut hickory, shagbark hickory, black locust, red maple, silver maple, sugar maple, pin oak, red oak, swamp white oak, white oak, red pine, white pine, sassafras, downy serviceberry, Norway spruce, sweetgum, sycamore, and black tupelo; and

WHEREAS, the Protected Property contains plant species such as gray dogwood, silky dogwood, elderberry, American holly, cranberrybush viburnum, arrowwood viburnum, white avens, creeping buttercup, kidney-leaf buttercup, dame’s rocket, broadleaf dock, sensitive fern, bluestem goldenrod, zig-zag goldenrod, Jack-in-the-pulpit, Virginia knotweed, trout lily, mayapple, common rush, and Canadian black snakeroot; and

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 Kirtland Hills, Ohio and Lake County by operating the Protected Property as a Passive Use Public Park (as hereinafter defined); and

WHEREAS, “Passive Use Public 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 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 scenic, natural, and open areas, and as habitat for plants

and wildlife and as a Passive Use Public 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 the (a) protection of a relatively natural habitat of fish, wildlife or plants, or similar ecosystems, (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, and (c) use of the Protected Property as a Passive Use Public Park in order to preserve and foster outdoor recreation and education of the general public.

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. Grantor 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 reasonably acceptable to the natural resource agencies in the State of Ohio.
- (d) Tree Removal. In addition to the Forestry Right granted in paragraph 2(c) below, 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 materially impair significant conservation interests and has no more than a negligible or de minimis impact on biomass and carbon stock.

2. **Major Reserved Rights.**

- (a) 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; 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.
- (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 on the Protected Property; however permanent structures, such as a sugarhouse, which are permanently attached to the ground and

contain a foundation or impermeable surface covering the ground, are not permitted on the Protected Property.

(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 made (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(c) 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, woodland management for maple syrup 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 harvest 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 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 public 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 within a reasonable time period 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) Utilities or Communications Towers and Public Rights of Way. Except for utility infrastructure 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 utility infrastructure or communications towers erected on the Protected Property and no interests in the Protected Property shall be granted for such purpose. Additionally, notwithstanding any other provision of this Grant, to the extent the Protected Property contains existing public rights of way at the time of this Grant,

it shall not be a violation of this Conservation Easement if activities permitted within such rights of way are performed by parties authorized to do so and such activities would otherwise be prohibited hereunder.

- (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 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 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, the parcels presently constituting the Protected Property shall not be divided and any transfer 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 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, delayed or conditioned.
 - (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, delayed or conditioned, 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 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. 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 Lake 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: The Village of Kirtland Hills
8026 Chillicothe Road
Kirtland Hills, Ohio 44060
Attention: Mayor

To Grantee: Western Reserve 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 Lake 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 to Grantor's knowledge, 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.

IN WITNESS WHEREOF, Grantor has executed this instrument this 20 day of June, 2024.


GRANTOR:

THE VILLAGE OF KIRTLAND HILLS

By: John F. Turben
John F. Turben
Its: Mayor

STATE OF OHIO)
)
COUNTY OF Lake) SS:

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 20 day of June, 2024 by John F. Turben, Mayor of the Village of Kirtland Hills.

 PAULA A THOMPSON
Notary Public
State of Ohio
My Comm. Expires
July 11, 2025

Paula A Thompson
Notary Public

ACCEPTANCE

The undersigned does 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 24th day of June, 2024.

GRANTEE:

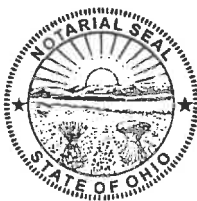
WESTERN RESERVE LAND CONSERVANCY

By: 
Robert B. Owen
Its: Assistant 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 24th day of June, 2024 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

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

Exhibit A

Legal Description

PARCEL NO. 1: PPNS: 22A-01-00-002-0, 003-0, 004-0, 005-0 & 22A-004-0-00-010-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: and known as being a part of the Blake Lot and Lot No. 3 in Tract No. 1 and Lot No. 4 in Tract No. 2 of Mentor Township, being bounded and described as follows:

Beginning at the intersection of the south line of Johnnycake Ridge Road with the centerline of the Little Mountain Road;

Thence, along the south line of Johnnycake Ridge Road, North 89°52' East, 1230.25 feet to an iron pipe stake on the west line of land owned by George J. Bowman;

Thence, along said Bowman's west line, South 1°12' West, 141.06 feet to an iron pipe stake at said Bowman's southwest corner;

Thence, along said Bowman's south line, North 89° 52' East, 501.7 feet to the center of the Chillicothe Road, passing through an iron pipe stake on the westerly line of the Chillicothe Road;

Thence, along the center of the Chillicothe Road, South 33° 24' West, 314.35 feet;

Thence, along a south line of said Bowman, North 80°30 1/2', East 391.27 feet to the center of Hart Road, passing through an iron pipe stake on the west side of said road;

Thence, along the center of the Hart road, South 1°40' East, 654.87 feet to the north line of the Blake Lot;

thence, along the north line of the Blake Lot, North 88°47' West, 736.48 feet to an iron pipe stake at the northwest corner of land owned by Ernest E. Boyer, said iron pipe stake being South 88°47' East and distant 41.79 feet from the center of the Chillicothe Road;

Thence, along said Boyer's west line, South 2°22' West, 1003.4 feet to an iron pipe stake on the north line of land owned by Leonard C. Hanna, Jr.;

Thence, along said Hanna's north line, North 85°50 1/2' West, 623.63 feet to the center of the Little Mountain Road, passing through an iron pipe stake on the east line of said road;

Thence, along the center line of the Little Mountain Road, North 35°41' West, 226.8 feet to the center line of the Chillicothe Road;

Thence, continuing along the center of the little Mountain Road, North 35°41' West, 547.42 feet to a point of curve of said road;

Thence, continuing along the center of said road by a curve to the right, said curve having a radius of 661.74 feet, a central angle of 36°53' and a length of arc of 426.0 feet;

Thence, continuing along the center of the Little Mountain road, North 1°12' East, 901.9 feet to the place of beginning.

Containing 62.366 acres of land, of which 27.285 acres are in Lot No. 4 of Tract No. 2, 13.080 acres are in Lot No. 3 of Tract No. 1, and 22.001 acres are in the Blake Lot of Tract No. 1.

Survey and description by Clyde C. Hadden, Registered Surveyor No. 926.

EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11, being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point on the construction center line of Hart Road, same being Station 34+50; Thence southerly along said construction center line to the northerly line of the right of way for State Route 1 at a point at Station 32+05.27; Thence westerly along said right of way line to a point 65.0 feet left of, measured on a line normal to, said construction center line at Station 32+09.49; Thence northeasterly to a point 20.0 feet left of, measured on a line normal to, said construction center line at Station 34+50; Thence easterly to the place of beginning, and containing within said boundaries 0.13 acres, more or less, but subject to all legal highways.

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11-LA, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point 214.14 feet left of, measured on a line normal to, the center line of State Route 1 at Station 136+70.99; Thence easterly to a point 220.0 feet left of, measured on a line normal to, the said center line at Station 140+53.07 back equals Station 143+40.31 Ahead; Thence easterly to a point in the center of Hart Road, same being 205.0 feet left of, measured on a line normal to, said center line at Station 147+28.78; Thence southerly along the center of said Road, passing through said center line of Route at Station 147+34.15; to a point 45.54 feet right of, measured on a line normal to, said center line at Station 147+36.07; Thence westerly to a point 77.69 feet right of, measured on a line normal to, said center line at Station 136+66.52, to the place of beginning, and containing within said boundaries 4.86 acres, more or less, but subject to all legal highways.

PARCEL NO. 2: PPN: 22A-004-0-00-011-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: and known as being a part of the Blake Lot in said Village, and is bounded and described as follows:

Beginning at an iron pipe stake in the north line of land of Ernest E. and Elisabeth L. Boyer; thence along the west line of said Boyer's land North 2°13' East a distance of 403.39 feet to an iron pipe stake found at a southeast corner of land conveyed to the Village of Kirtland Hills by deed dated Dec. 30, 1946 and recorded in Volume 227, page 134, Lake County Records of Deeds; thence along the east line of land as conveyed to said Village North 2°22' East a distance of 1005.04 feet to the north line of the Blake Lot; thence along said lot line South 88°57' East (passing through an iron pipe stake found on line near the west line of Hart Road) a distance of 736.48 feet to the center line of said road; thence along the center line of said road by the following courses and distances; South 1°34'20" East, 499.82 feet and South 1°40'40" West, 905.79 feet to the northeast corner of land of L.C. Hanna, Jr.; thence along the north line of said Hanna's land North 89°10'40" West (at 20.00 feet passing through a pump log monument found) a distance of 780.76 feet to the place of beginning and containing 24.80 acres of land as surveyed and described by Fullerton and Kerr, Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11, being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point on the construction center line of Hart Road, same being Station 34+50; Thence southerly along said construction center line to the northerly line of the right of way for State Route 1 at a point at Station 32+05.27; Thence westerly along said right of way line to a point 65.0 feet left of, measured on a line normal to, said construction center line at Station 32+09.49; Thence northeasterly to a point 20.0 feet left of, measured on a line normal to, said construction center line at Station 34+50; Thence easterly to the place of beginning, and containing within said boundaries 0.13 acres, more or less, but subject to all legal highways.

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-11-LA, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways, and recorded in Book N, Page 38-1, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point 214.14 feet left of, measured on a line normal to, the center line of State Route 1 at Station 136+70.99; Thence easterly to a point 220.0 feet left of, measured on a line normal to, the said center line at Station 140+53.07 back equals Station 143+40.31 Ahead; Thence easterly to a point in the center of Hart Road, same being 205.0 feet left of, measured on a line normal to, said center line at Station 147+28.78; Thence southerly along the center of said Road, passing through said center line of Route at Station 147+34.15; to a point 45.54 feet right of, measured on a line normal to, said center line at Station 147+36.07; Thence westerly to a point 77.69 feet right of, measured on a line normal to, said center line at Station 136+66.52, to the place of beginning, and containing within said boundaries 4.86 acres, more or less, but subject to all legal highways.

PARCEL NO. 3: PPN: 22A-004-0-00-006-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: and known as being a part of the Blake Lot in Tract No. 1, of original Mentor Township, being bounded and described as follows:

Beginning at the intersection of the center line of the Little Mountain Road with the center line of the Chillicothe Road; Thence along the center of Little Mountain Road, South 34°13'30" East, a distance of 966.73 feet to the southerly right of way line of State Route No. 1; Thence along said right of way line, North 88°51'30" West, a distance of 183.78 feet to an angle therein; Thence continuing along said right of way line, North 89°46'30" West, a distance of 669.72 feet to a northeasterly line of land owned by Ann B. and Richard C. Kremer; Thence along said Kremer's northeasterly line, North 33°23' West, a distance of 369.47 feet to the center line of the Chillicothe Road; Thence along the center line of said road, North 46°44'30" East, a distance of 706.50 feet to the place of beginning. Containing 10.72 acres of land, 8.72 acres of which are included in easements and agreement for channel change given to the State of Ohio for Highway purposes, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Bloss Lot, Tract 2, Lot 3, Tract 2, Parcel No. 31-9-ALA, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways in the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point in the center of existing Chillicothe Road,

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village Blake Lot D, Tract 1, Town 10-1, Range 9-W, and bounded and described as follows: Parcel No. 31-9A, being a parcel of land lying on the left and right sides of the centerline of a survey, made by the Department of Highways, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point in the center of existing Chillicothe Road, and on the northerly line of the right of way for S.R. 1, same being on the construction centerline of Chillicothe Road at Station 32+45.46; Thence northeasterly along the center of said existing Road to a point on said construction centerline at Station 35+00; Thence southeasterly to a point 30.0 feet right of, measured on a line normal to, said construction center line at Station 35+00; Thence southwesterly to the said northerly right of way line for S.R. 1 at a point 55.0 feet right of, measured on a line normal to, said construction centerline at Station 33+07.19; Thence westerly along said right of way line to the place of beginning.

AND EXCEPTING THEREFROM:

Situated in Lake County, Ohio, Kirtland Hills Village, Blake Lot, Tract 1, Town 10-N, Range 9-W and bounded and described as follows: Parcel No. 31-9A-1, Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point on the northerly line of the right of way for State Route 1, same being 40.0 feet left of, measured on a line normal to, the construction centerline of Little Mountain Road at Station 12+59.08; Thence northwesterly to a point 30.0 feet left of, measured on a line normal to, said construction centerline at Station 14+50; Thence northeasterly to a point on the said construction centerline at Station 14+50; Thence southeasterly along said construction centerline to the said northerly right of way line at a point at Station 12+33.71; Thence westerly along said northerly right of way line to the place of beginning.

AND EXCEPTING THEREFROM:

Situated in the Lake County, Ohio Kirtland Village, Blake Lot, Tract 1, Town 10-N, Range 9-W, and bounded and described as follows: Parcel No. 31-9AB, Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, of the records of Lake County and being located within the following described points in the boundary thereof;

Beginning at a point 30.0 feet left of, measured on a line normal to, the construction centerline of Little Mountain Road at Station 6+00; Thence northwesterly to the southerly line of the right of way for State Route 1 at a point 40.0 feet left of, measured on a line normal to, said construction centerline at Station 7+18.13; Thence easterly along said right of way line to a point on said construction centerline at Station 6+89.63; Thence southeasterly along said construction centerline to a point at Station 6+00; Thence southwesterly to the place of beginning.

be the same more or less, but subject to all legal highways.

PARCEL NO. 4: PPN: 22A-001-0-00-007-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: And known as being a part of Lot 3, Tract 1 in said Village and is bounded and described as follows:

Beginning in the centerline of Hart Road at a point in the Northeasterly corner of land of the Village of Kirtland Hills as recorded in Volume 227, Page 134, Lake County Records of Deeds; thence along the Northerly line of said land, South 82°43' West, a distance of 388.58 feet to a point in the centerline of Chillicothe Road; Thence along the centerline of said road, North 36°21'30" East, a distance of 110.28 feet to a point; Thence by a line which bears South 87°15' East, a distance of 36.02 feet to a point in the Easterly right-of-way line of Chillicothe Road, 60 feet in width; Thence along said right-of-way line North 36°21'30" East, a distance of 459.07 feet to a point in the Westerly right-of-way line of Hart Road, 40 feet in width; Thence by a line which bears South 88°52' East, a distance of 20.00 feet to a point in the centerline of said road; Thence along said centerline South 1°08' West, a distance of 407.19 feet to the place of beginning and containing 1.783 acres of land as calculated and described by Fullerton, Kerr and Associates, Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways.

PARCEL NO. 5: PPN: 22A-004-0-00-012-0

Situated in the Village of Kirtland Hills, County of Lake and State of Ohio: And known as being a part of the Blake Lot in Tract No. 2 in Original Mentor Township and further bounded and described as follows:

Beginning at a point where the centerline of Old Little Mountain Road is intersected by the centerline of Old Chillicothe Road; thence along the centerline of the Old Chillicothe Road, North 35 deg. 00'30" East, a distance of 841.5 feet to the Southwesterly corner of a 22.001 acre parcel of land, conveyed to the Village of Kirtland Hills by deed recorded in Volume 227, Page 134 of Lake County Records; thence along the Southerly line of land so conveyed to the said Village, South 84 deg. 12' 30" East, a distance of 12.33 feet to the centerline of the New Little Mountain Road, and the principal place of beginning of the premises intended to be described; thence South 86 deg. 07' East, along the southerly line of said 22001 acre parcel so conveyed to the Village of Kirtland Hills, a distance of about 625.34 feet to an iron pipe stake in the Westerly line of a 24.80 acre parcel of land conveyed to The Village of Kirtland Hills, by deed recorded in Volume 232, Page 454 of Lake County Records; thence South 1 deg. 52' West along the said Westerly line of said 24.80 acre parcel of land so conveyed to The Village of Kirtland Hills, to the Northerly line of State Route No. 1, as shown by the highway easement recorded in Volume 500, Page 237 Lake County Records; thence Westerly along the Northerly line of said State Route No. 1 to its intersection with the centerline of New Little Mountain Road as aforesaid; thence along the centerline of New Little Mountain Road to the place of beginning, be the same more or less, but subject to all legal highways.

Subject to highway easement rights as established in deed Volume 500, Page 237, Lake County Records.



Western Reserve Land Conservancy

land • people • community

EXHIBIT B

Baseline Documentation Report

KIRTLAND HILLS VILLAGE CE PROPERTY

in

Village of Kirtland Hills, Lake County, Ohio

Report Prepared By: Shane Wohlken

Date of Site Visit: April 18, 2024

Date Finalized: June 10, 2024

TABLE OF CONTENTS

SECTION 1: INTRODUCTION	3
1.1 Purpose	3
1.2 Statement of Qualifications	3
1.3 General Information & Summary of Funding Sources & Property Restrictions.....	3
SECTION 2: GRANTOR INFORMATION	3
SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION	4
SECTION 4: GRANTEE INFORMATION	4
SECTION 5: PARCEL INFORMATION	4
SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION	5
6.1 Location & Surrounding Land Use.....	5
6.2 Current Use(s) & Management of the Protected Property.....	5
6.3 Past Use(s) of the Protected Property	5
SECTION 7: PROTECTED PROPERTY INVENTORY	5
7.1 Residential Areas, Structures, and/or Other Constructed Features.....	5
7.2 Power/Utility Rights-of-Way	6
7.3 Other Existing Easements or Rights-of-Way	6
7.4 Access Roads & Trails	6
7.5 General Disturbances, Garbage Dumps, and/or Potential Environmental Threats.....	6
7.6 Encroachments.....	6
7.7 Invasive Species	6
7.8 Monitoring Notes.....	6
SECTION 8: LAND COVER SUMMARY	6
SECTION 9: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES	7
SECTION 10: PHOTO POINT COORDINATES	9
SECTION 11: ACKNOWLEDGMENT OF CONDITION	11
SECTION 12: PHOTO POINT PHOTOS	12
APPENDICES	25
APPENDIX A: SOILS	26
APPENDIX B: NATURAL RESOURCE INVENTORIES	27
APPENDIX C: MAPS	30
Property Identification.....	31
Watershed Location.....	32
Location.....	33
Aerial View I.....	34
Aerial View II.....	35
Soils.....	36
Topography.....	37
Land Cover	38
Existing Conditions	39
Photo Points.....	40

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 April 18, 2024, Shane Wohlken, Land Steward – Central Region for the Land Conservancy, visited the Kirtland Hills Village property to establish a BDR of the Protected Property. During the site visit, he walked the Protected Property and took photos at the property corners and other significant locations.

Summary of Funding Sources and Property Restrictions

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: The Village of Kirtland Hills

Address: 8026 Chillicothe Road, Kirtland Hills, OH 44060

SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION

Name: John F. Turben
Title: Mayor
Address: 8966 Booth Road, Kirtland Hills, OH 44060
Phone: 440.256.3296
Email: jack@jfturben.com

SECTION 4: GRANTEE INFORMATION

Name: Western Reserve Land Conservancy
Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131
Phone: 440.528.4150

SECTION 5: PARCEL INFORMATION

Acres Preserved: 64.07 (Calculated using GIS.)

County: Lake

Municipality: Village of Kirtland Hills

Watershed Common Name: Chagrin River (West); Grand River (East)

HUC 8 Watershed Name: Ashtabula-Chagrin (West); Grand (East)

Protected Property Address: 8026 Chillicothe Road, Kirtland Hills, OH 44060

Adjacent to: The Protected Property is adjacent to unencumbered Village properties to the north and southeast. Most of the western boundary is adjacent to Little Mountain Road and Chillicothe Road; a portion of the northern property is adjacent to St Rt 87 and Hart Road; most of the eastern boundary is adjacent to Hart Road; and most of the southern boundary is adjacent to I-90. Portions of Chillicothe Road and Little Mountain Road run through the Protected Property.

Access Notes: Access the Protected Property from parking lot located at 8026 Chillicothe Road, Kirtland Hills, OH 44060. All portions of the Protected Property are easily accessible from the parking lot.

Permanent Parcels: The total parcel acres included in the chart below was calculated using GIS. The Land Conservancy estimated the acres encumbered by the CE on all parcels using GIS calculations.

Legal Description Parcel #	Parcel Number or ID	CE covers all/portion of the parcel	Road Frontage	Total Parcel Acres	Acres covered by CE
Parcel #1	22A0010000030	Portion	Chillicothe Rd.	8.0	7.54
Parcel #1	22A0010000040	Portion	Little Mountain Rd.	21.14	11.7
Parcel #1	22A0010000050	Portion	St Rt 87 & Little Mountain Rd.	3.94	3.12
Parcel #1	22A0040000100	Portion	Chillicothe Rd. & Little Mountain Rd.	23.02	21.89
Parcel #2	22A0040000110	Portion	Hart Rd. & I-90	18.99	13.42
Parcel #3	22A0040000060	All	Chillicothe Rd., Little Mountain Rd., & I-90	2.59	2.56
Parcel #4	22A0010000070	Portion	Chillicothe Rd. & Hart Rd.	2.3	1.96
Parcel #5	22A0040000120	All	Little Mountain Rd. & I-90	1.88	1.88
	22A0010000020	None	Chillicothe Rd.	1.11	0.0
Total Acres:				82.94	64.07

SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION

6.1 LOCATION & SURROUNDING LAND USE

The Protected Property is located on St Rt 87, Chillicothe Road, Little Mountain Road, and Hart Road in the Village of Kirtland Hills in Lake County, OH. The Protected Property is adjacent to St Rt 87 to the north and I-90 to the south and within 0.7 miles of St Rt 615 to the west. Nearby properties protected by the Land Conservancy include the 85-acre Bolton property and the 6-acre Bolton Residential Lot property ~0.1 miles to the west and the 28-acre Van Loon property ~2 miles to the northeast. Other nearby protected lands include the City of Mentor's 34-acre Wildwood Park ~0.4 miles to the north, 22-acre Donald E. Krueger Park ~0.8 miles to the northeast, and the 74-acre Garfield Park ~1.5 miles to the northwest; and the Holden Arboretum's 37-acre Butler Easement ~0.4 miles to the south, 149-acre Kirtland Hills Village Easement ~0.8 miles to the southwest, and over 3,600-acre Arboretum ~1.2 miles to the southeast. The western portion of the Protected Property is within the Chagrin River and the eastern portion is within the Grand River watershed. Topographically, the Protected Property is relatively flat with some gentle sloping (see Appendix C: Topography map).

The surrounding land use consists of municipal land, a church lot, and small and large residential lots.

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

General Uses

The Protected Property is currently managed primarily as a natural area with some forestry activity.

Forestry

The forest east of Chillicothe Road was timbered sometime in early 2023. Based on aerial imagery, it appears that the forest west of Chillicothe Road was harvested sometime between 1994 and 2000. The forests on both sides of the road contain openings where the majority of the trees were harvested. The regenerating understory throughout the Protected Property include pockets of multiflora rose, privet, and buckthorn. Some of the areas in the northwestern portion of the Protected Property are very dense with regenerating understory, making traversing those portions difficult. Wide, recently built forestry roads extend throughout the eastern forest (Photo Points 7, 8, 20, 22) and old, overgrown forestry roads extend throughout the western forest (Photo Points 37, 45, 47).

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 72 years. The Village Hall has been located at its current location on the unencumbered portion of the Protected Property since 1952.

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

- A decorative fence and landscaping are located at the northwestern corner of the Protected Property at the intersection of Little Mountain Road and St Rt 87 (Photo Points 39, 40).

7.2 POWER/UTILITY RIGHTS-OF-WAY

- Utility lines extend along a portion of the east side of Little Mountain Road (Photo Points 24, 29, 31, 38). The right-of-way consists of a mowed ditch 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

- Chillicothe Road (Photo Points 1, 29, 51) and Little Mountain Road (Photo Points 24, 28) bisect portions of the Protected Property. The paved roads are in good condition.
- Recently created forestry access roads extend throughout the forest east of Chillicothe Road (Photo Points 7, 8, 20, 22). The forest west of Chillicothe Road has old forestry access roads that are becoming overgrown and hidden under downed trees and branches (Photo Points 37, 45, 47). The newer roads are in fair to moderately good condition and the older roads are in poor condition.

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

- A pile of tile and concrete culverts of varying sizes is located in the eastern forest across from the Village Hall (Photo Point 4).

7.6 ENCROACHMENTS

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

7.7 INVASIVE SPECIES

- Garlic Mustard is found scattered throughout the Protected Property, particularly along the roads and forestry access roads.
- Japanese barberry is found scattered throughout the Protected Property with denser stands under canopy openings where trees were timbered.
- Lesser celandine is found scattered throughout the Protected Property, particularly near wetter areas.
- Multiflora rose is found throughout the Protected Property with dense stands along roads and under canopy openings where trees were timbered.
- Myrtle is found in small, dense stands along the southeastern property boundary.
- Narrow-leaved cattail is found sparingly in some of the disturbed wet areas that were timbered west of Chillicothe Road.
- *Phragmites* is found in a small stand at the wet northeastern corner of the cutout east of Chillicothe Road and across from the Village Hall.
- Privet is found throughout the Protected Property with dense stands along the property boundaries.

7.8 MONITORING NOTES

- The Protected Property is easily accessible from the Village Hall parking lot. All boundaries are easy to traverse except the northwestern property boundary. A very dense stand of buckthorn, privet, honeysuckle, and multiflora rose is found along the northwestern property boundary.

SECTION 8: LAND COVER SUMMARY

The Protected Property encompasses approximately 64 acres in total land area and contains a mix of mid-successional mixed hardwood, maple, maple and oak, black locust, white pine, spruce, and mixed hardwood and red pine 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 Appendix C: Soils map for the location of soil types on the Protected Property.

Natural Resource / Land Cover	Description
Mid-Successional Black Locust Forest	~ 2.0 acres
Mid-Successional Maple-Oak Forest	~ 14.7 acres
Mid-Successional Maple Forest	~ 5.2 acres
Mid-Successional Mixed Hardwood Forest	~15.2 acres
Mid-Successional White Pine Forest	~ 11.7 acres
Mid-Successional Spruce Forest	~ 1.6 acres
Mid-Successional Mixed Hardwood/Red Pine Forest	~ 13.7 acres
Kellog Creek	~ 431 linear feet
Road Frontage	~ 6,069 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)

Mid-Successional Black Locust Forest - (Photo Points 12-14)

The northeastern corner of the Protected Property contains approximately 2 acres of mid-successional black locust forest. The canopy trees range in a diameter-at-breast-height (dbh) from 10” to 14”, with occasional large trees near the road. The forest is dominated by black locust, but other trees found scattered throughout include American elm, black cherry, red maple, white ash, and white pine. The understory is moderately open near the center of the forest and moderately dense along the edges with poison ivy, chokecherry, honeysuckle, privet, multiflora rose, and buckthorn. The groundcover includes white avens, bedstraw, goldenrod, trout lily, and garlic mustard.

Mid-Successional Maple-Oak Forest - (Photo Points 2-7, 51)

The central portion of the Protected Property east of Chillicothe Road contains approximately 14.7 acres of mid-successional maple-oak forest. The forest was timbered in early 2023 and includes a well-established forestry road (Photo Point 7). The typical canopy trees range in dbh from 12” to 14” with occasional trees as large as 24”, especially near the edges of the forest. The forest is dominated by sugar maple, red maple, red oak, white oak, swamp white oak, and pin oak. Other occasional tree species found scattered throughout the woods include black cherry, white ash, black locust, sassafras, and, farther south, bitternut and shagbark hickory. Some black tupelo and cottonwood were observed along the edges and American elm and swamp white oak at the edges of small vernal pools found throughout the forest. The understory in the timbered portion of the forest is open with some arrowwood viburnum, crabapple, American holly, grapevine, Japanese barberry, privet, and multiflora rose. Along the forest’s edges and road, the understory is very dense with gray dogwood, silky dogwood, poison ivy, crabapple, cranberry bush, wintercreeper, honeysuckle, privet, buckthorn, and multiflora rose. There groundcover is sparse with scattered zig-zag goldenrod, bluestem goldenrod, Canadian black snakeroot, dewberry, dame’s rocket, Jack-in-the-pulpit,

white avens, little leaf buttercup, creeping buttercup, Virginia knotweed, mayapple, trout lily, hairy bittercress, lesser celandine, myrtle, and garlic mustard.

Mid-Successional Maple Forest - (Photo Points 8, 22)

The southern portion of the Protected Property east of Chillicothe Road contains approximately 5.2 acres of mid-successional maple forest. The forest was timbered in early 2023 and includes a well-established forestry road and stacked cut wood. The typical canopy trees range in dbh from 12" to 14". The forest is dominated by sugar maple and red maple. Other occasional tree species found scattered throughout the forest include red oak, white oak, white ash, black cherry, and shagbark hickory. The understory is open with some privet and multiflora rose. The groundcover is sparse with some mayapple, trout lily, Jack-in-the-pulpit, and garlic mustard.

Mid-Successional Mixed Hardwood Forest - (Photo Points 16-21, 23-29, 39-42)

The southernmost portion of the Protected Property on both sides of Chillicothe Road and Little Mountain Road, and the northwestern corner of the Protected Property contains approximately 15.2 acres of mid-successional mixed hardwood forest. A small portion of the forest east of the road was timbered in early 2023 and includes a well-established forestry road (Photo Point 20) and the forest in the northwestern corner was timbered sometime 25-30 years ago and is very dense with understory. The typical canopy trees range in dbh from 14" to 22" with some trees, especially near the edges, as large as 40". Tree species include sugar maple, red maple, Norway maple, red oak, white oak, pin oak, swamp white oak, white ash, black cherry, beech, American elm, shagbark hickory, bitternut hickory, sassafras, cottonwood, sycamore, and white pine. The understory is moderately open towards the interior and dense at the edges of the forest with downy serviceberry, arrowwood viburnum, American holly, crabapple, elderberry, silky dogwood, grapevine, poison ivy, buckthorn, honeysuckle, privet, and multiflora rose. The groundcover includes white avens, trout lily, mayapple, Jack-in-the-pulpit, Virginia knotweed, creeping buttercup, and garlic mustard. The northwestern corner of the Protected Property includes a small, mowed area planted with red pine, crabapple, and sweetgum (Photo Point 39, 40).

Mid-Successional White Pine Forest - (Photo Points 9, 35-38, 45-48)

The northern portions of the Protected Property on both sides of Chillicothe Road contain approximately 11.7 acres of mid-successional white pine forest. The forest east of Chillicothe Road did not appear to be timbered, but the forest west of the road appeared to have been timbered within the last 25 to 30 years and includes old forestry roads (Photo Points 37, 47). The dbh of the typical canopy trees ranges from 14" to 18". The forest is dominated by white pine, but also include occasional black cherry, red maple, American elm, white ash, and Norway spruce. The understory includes oriental bittersweet, arrowwood viburnum, cranberry bush, privet, buckthorn, and multiflora rose. The ground cover is sparse with leaf-litter and downed pine trees and branches. There are some pockets of dense grasses along the old forestry road and sedges, common rush, and sensitive fern in wetter areas.

Mid-Successional Spruce Forest - (Photo Points 34, 49)

A small stand of a 1.6-acre mid-successional spruce forest is located in the central portion of the Protected Property west of Chillicothe Road. The dbh of the canopy trees range from 12" to 14". The forest is dominated by Norway spruce, but also includes occasional American elm, red maple, white ash, and red pine. The understory is moderately open with privet, buckthorn. The groundcover is mostly leaf-litter and downed pine trees and branches.

Mid-Successional Mixed Hardwood/Red Pine Forest - (Photo Points 30-33, 50)

The central-south portion of the Protected Property west of Chillicothe Road, with a small section on the

east side of the road, contains approximately 13.7 acres of mid-successional mixed hardwood and red pine forest. The forest appeared to have been timbered within the last 25 to 30 years and includes old forestry roads (Photo Point 32). The dbh of the typical canopy trees ranges from 14” to 18”. The forest includes red pine, red maple, silver maple, black cherry, sweet cherry, beech, American elm, white ash, white pine, and Norway spruce. The understory includes grapevine, oriental bittersweet, arrowwood viburnum, cranberry bush, privet, buckthorn, and multiflora rose, with particularly dense stands along the edges of the forest and roads. The ground cover is mostly leaf-litter and downed pine trees and branches with some mayapple and myrtle. There are some pockets of dense grasses along the old forestry road and sedges, common rush, and sensitive fern in wetter areas.

Kellog Creek

The northeastern portion of the Protected Property contains approximately 431 linear feet of Kellog Creek, a tributary of the Grand River that flows east between Chillicothe Road and Hart Road. The portion of the stream that runs through the Protected Property is about 6 feet wide and channelized with little to no sinuosity. The substrate of the intermittent stream is mainly silt and detritus with little to no ponding or riffles when flowing well. The water flows from a culvert under Chillicothe Road, but an open streambed does not continue west of the road.

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 is being preserved by the Grantor, the Village of Kirtland Hills, in part to be operated as a Passive Use Public Park. The Protected Property may be used for passive use outdoor recreation including trails for hiking, wildlife and bird watching, plant identification, and quiet contemplation.

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values that add to the natural character of the Village of Kirtland Hills. Chillicothe Road, Little Mountain Road, and Hart Road provide scenic views of the Protected Property’s natural areas. The Protected Property has natural resource conservation value based on its approximately 64 acres of native habitat for wildlife including various hardwood and pine forests and a section of Kellog Creek, a tributary of the Grand River. These habitats provide shelter, food, and nesting areas for birds, 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 Grand 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 April 18, 2024 using a Bad Elf GNSS Surveyor GPS.

Point Number	Latitude	Longitude
1	41.65163	-81.323062
2	41.651634	-81.323073
3	41.651265	-81.32294
4	41.651242	-81.322962

5	41.651411	-81.322773
6	41.651686	-81.322399
7	41.651335	-81.3222
8	41.648925	-81.323321
9	41.65162	-81.320928

10	41.65189	-81.322837
11	41.652964	-81.321882
12	41.653757	-81.320877
13	41.654124	-81.32091
14	41.653898	-81.320538
15	41.653274	-81.320516
16	41.649817	-81.320419
17	41.649804	-81.320433
18	41.64984	-81.322055
19	41.649847	-81.322046
20	41.648533	-81.322106
21	41.64852	-81.322091
22	41.648893	-81.324823
23	41.648565	-81.325012
24	41.648484	-81.325154
25	41.648544	-81.325142
26	41.648726	-81.326152
27	41.648394	-81.32721
28	41.649301	-81.325999
29	41.649516	-81.325931
30	41.650339	-81.326633

31	41.651699	-81.327549
32	41.651663	-81.326325
33	41.651737	-81.325745
34	41.651745	-81.325745
35	41.653075	-81.325776
36	41.653072	-81.325776
37	41.653311	-81.325931
38	41.653101	-81.327503
39	41.654189	-81.327461
40	41.654179	-81.327437
41	41.654214	-81.323958
42	41.654216	-81.323948
43	41.653991	-81.324162
44	41.653994	-81.324164
45	41.65374	-81.324205
46	41.653716	-81.324061
47	41.653101	-81.324698
48	41.652374	-81.324835
49	41.652377	-81.324834
50	41.65152	-81.323449
51	41.651516	-81.323441

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: THE VILLAGE OF KIRTLAND HILLS


BY: JOHN F. TURBEN
MAYOR

DATE: 6/20/24

GRANTEE: WESTERN RESERVE LAND CONSERVANCY


BY: PETE McDONALD
DIRECTOR OF LAND STEWARDSHIP

DATE: 6/24/24

SECTION 12: PHOTO POINT PHOTOS (All photos were taken by Shane Wohlken with an iPhone 14 Pro Max camera on April 18, 2024. All structures depicted in the photos are located off the Protected Property unless otherwise noted.)



1. Looking west-southwest across Chillicothe Road at the northern property boundary from a sharp jog near a northern property corner. The building is off the Protected Property.



2. Looking southeast along the southern boundary of a small cutout from a sharp jog near the southwestern corner of the cutout. The mowed lawn is off the Protected Property.



3. Looking south at a typical vernal pool found throughout the forest and at the recently timbered forest east of Chillicothe Road.



4. Looking north at a number of tile and cement culverts located in the eastern forest across from the Village Hall.



5. Looking northeast along the eastern boundary of a small cutout from a sharp jog near the southeastern corner of the cutout. The mowed lawn is off the Protected Property.



6. Looking southwest along the northern boundary of a small cutout from a sharp jog near the northeastern corner of the cutout. The mowed lawn is off the Protected Property.



7. Looking northeast at the recent timber harvest and forestry roads near the center of the eastern forest.



8. Looking northwest at the recent timber harvest and a forestry road in the southern portion of the eastern forest.



9. Looking north at a white pine forest in the northern portion of the Protected Property east of Chillicothe Road.



11. Looking east-northeast down a portion of Kellog Creek that has been channelized in the northern portion of the Protected Property east of Chillicothe Road.



10. Looking northeast along western property boundary and Chillicothe Road from near a sharp jog at a western property corner.



12. Looking southwest at a black locust forest in the northernmost portion of the Protected Property east of Chillicothe Road.



13. Looking south along the western boundary and Chillicothe Road (right) and the eastern boundary (left) and Hart Road from near the northeastern property corner.



14. Looking south along the eastern property boundary and Hart Road from a gentle jog near an eastern property corner.



15. Looking west up a portion of Kellog Creek from Hart Road that has been channelized in the northern portion of the Protected Property east of Chillicothe Road.



16. Looking north along the eastern property boundary and Hart Road from a sharp jog near an eastern property corner.



17. Looking west along the southern property boundary from a sharp jog near an eastern property corner.



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



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



20. Looking north along the eastern property boundary an at a forestry access road from near the southeastern property corner.



21. Looking west along the southern property boundary and a chain-link fence that extends along I-90 from near the southeastern property corner .



23. Looking east along the southern property boundary property from Little Mountain Road.



22. Looking northeast at a maple-oak forest and a forestry access road in the southern portion of the Protected Property east of Chillicothe Road.



24. Looking northwest from the southern property boundary at Little Mountain Roads which bisects the southwestern corner of the Protected Property.



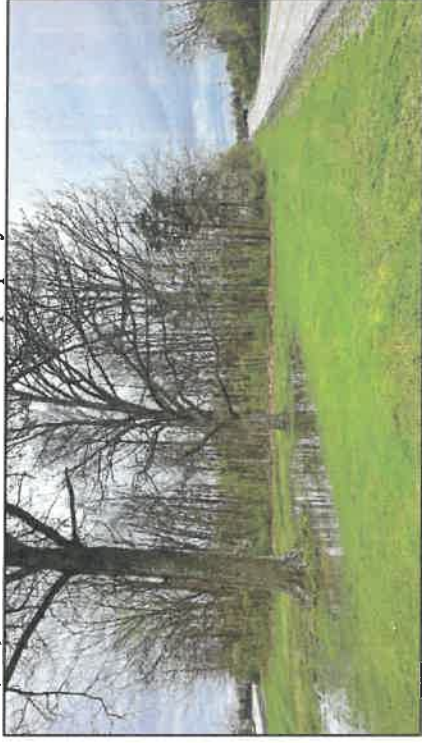
25. Looking west along the southern property boundary and the chain-link fence that extends along I-90 from Little Mountain Road.



26. Looking northeast at the mixed hardwood forest in the southwestern corner of the Protected Property.



27. Looking east-northeast along the southern boundary and fence (right) and the western boundary and Chillicothe Road (left) from near the southeastern property corner.



28. Looking southwest along the western property boundary and Chillicothe Road from a sharp jog near a western property corner. Little Mountain Road can just be seen to the left.



29. Looking north along the western boundary and Little Mountain Road (left) from a sharp jog near a western property corner. Chillicothe Road can be seen to the right.



31. Looking southeast along property boundaries and Little Mountain Road from a sharp jog near a western property corner.



30. Looking north-northeast at a red pine forest in the western portion of the Protected Property west of Chillicothe Road.



32. Looking south-southwest at an older timber harvest in the western portion of the Protected Property west of Chillicothe Road.



33. Looking west along the southern boundary of the cutout along Little Mountain Road from the southeastern corner of the cutout. The cutout is around the adjacent church.



34. Looking north along the eastern boundary of the cutout along Little Mountain Road from the southeastern corner of the cutout. The cutout is around the adjacent church.



35. Looking south along the eastern boundary of the cutout along Little Mountain Road from the northeastern corner of the cutout. The cutout is around the adjacent church.



36. Looking west along the northern boundary of the cutout along Little Mountain Road from the northeastern corner of the cutout. The cutout is around the adjacent church.



37. Looking west-northwest at an older timber harvest and forestry access road in the western portion of the Protected Property west of Chillicothe Road.



38. Looking northeast along the western boundary and Little Mountain Road (left) and along the northern boundary of the cutout (right) from a sharp jog near a western property corner. The church parking lot is off the Protected Property.



39. Looking south along the western property boundary and Little Mountain Road from near the northwestern property corner. A decorative fence and landscaping are at this corner.



40. Looking east along the northern property boundary and St Rt 87 from near the northwestern property corner. A decorative fence and landscaping are at this corner.



41. Looking west along the northern property boundary and St Rt 86 from near a sharp jog at a northern property corner.



43. Looking east along the northern boundary of a small cutout along the eastern property boundary from near the northwestern corner of the cutout.



42. Looking south along the eastern property boundary from a sharp jog near a northern property corner. The northwestern portion of the Protected Property is dense with understory.



44. Looking south along the western boundary of a small cutout along the eastern property boundary from near the northwestern corner of the cutout.



45. Looking north along the western boundary of a small cutout along the eastern property boundary from near the southwestern corner of the cutout.



47. Looking southwest at an older timber harvest and forestry access roads in the western portion of the Protected Property wester of Chillicothe Road.



46. Looking west-southwest along the eastern boundary from a sharp jog near the southeastern corner of the small cutout along the eastern property boundary.



48. Looking northeast along the eastern property boundary from a sharp jog near an eastern property corner.



49. Looking southeast along the northern property boundary from a sharp jog near an eastern property corner. The Village Hall structures to the left are off the Protected Property.



50. Looking northwest along the northern property boundary from a jog near a northern property corner. The Village Hall structures to the right are off the Protected Property.



51. Looking east-northeast from a jog at a northern property corner near Village Hall at Chillicothe Road and the small cutout along the Road.

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
PsB	286839	Platea silt loam, 2 to 6 percent slopes	Farmland of local importance	No	19.8
RhA	286840	Red Hook sandy loam, 0 to 2 percent slopes	Prime farmland if drained	No	36.4
UdD	286850	Udorthents, moderately steep	Not prime farmland	No	0.3
OsA	286829	Oshtemo sandy loam, 0 to 2 percent slopes	All areas are prime farmland	No	7.6

- 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: April 18, 2024

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	Avens, white	<i>Geum canadense</i>	
Herbaceous	Bedstraw spp.	<i>Galium spp.</i>	
Herbaceous	Bittercress, hairy	<i>Cardamine hirsuta</i>	
Herbaceous	Buttercup, creeping	<i>Ranunculus repens</i>	
Herbaceous	Buttercup, kidney-leaf	<i>Ranunculus abortivus</i>	Buttercup, little leaf
Herbaceous	Cattail, narrow-leaved	<i>Typha angustifolia</i>	INVASIVE
Herbaceous	Celandine, lesser	<i>Ranunculus ficaria</i>	INVASIVE
Herbaceous	Common ground ivy	<i>Glechoma hederacea</i>	Creeping Charlie
Herbaceous	Common reed	<i>Phragmites australis</i>	INVASIVE
Herbaceous	Dame's rocket	<i>Hesperis matronalis</i>	
Herbaceous	Dock, broadleaf	<i>Rumex obtusifolia</i>	Bitter dock
Herbaceous	Fern, sensitive	<i>Onoclea sensibilis</i>	
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>	
Herbaceous	Goldenrod, bluestem	<i>Solidago caesia</i>	
Herbaceous	Goldenrod, zig zag	<i>Solidago flexicaulis</i>	
Herbaceous	Jack-in-the-pulpit	<i>Arisaema triphyllum</i>	
Herbaceous	Knotweed, Virginia	<i>Polygonum virginianum</i>	Jumpseed
Herbaceous	Lily, Trout	<i>Erythronium americanum</i>	Dog-toothed violet
Herbaceous	Mayapple	<i>Podophyllum peltatum</i>	
Herbaceous	Mustard, garlic	<i>Alliaria petiolata</i>	INVASIVE
Herbaceous	Myrtle/Lesser periwinkle	<i>Vinca minor</i>	INVASIVE
Herbaceous	Poison ivy	<i>Toxicodendron radicans</i>	
Herbaceous	Rush, common	<i>Juncus effusus</i>	Soft
Herbaceous	Sedge spp.	<i>Carex spp.</i>	
Herbaceous	Snakeroot, Canadian black	<i>Sanicula canadensis</i>	NOT black cohosh
Herbaceous	Thistle, bull	<i>Cirsium vulgare</i>	
Herbaceous	Violet, common blue	<i>Viola sororia</i>	
Shrub	Buckthorn	<i>Rhamnus spp.</i>	
Shrub	Burning Bush	<i>Euonymus alatus</i>	

Shrub	Dogwood, gray	<i>Cornus racemosa</i>	
Shrub	Dogwood, silky	<i>Cornus amomum</i>	
Shrub	Elderberry	<i>Sambucus nigra</i>	
Shrub	Holly, American	<i>Ilex opaca</i>	
Shrub	Honeysuckle spp.	<i>Lonicera spp.</i>	
Shrub	Japanese barberry	<i>Berberis thunbergii</i>	INVASIVE
Shrub	Privet spp.	<i>Ligustrum spp.</i>	INVASIVE
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>	INVASIVE
Shrub	Viburnum, American cranberrybush	<i>Viburnum trilobum</i>	
Shrub	Viburnum, arrowwood	<i>Viburnum dentatum</i>	
Tree	Apple spp.	<i>Malus spp.</i>	
Tree	Ash, white	<i>Fraxinus americana</i>	
Tree	Beech, American	<i>Fagus grandifolia</i>	
Tree	Cherry, black	<i>Prunus serotina</i>	
Tree	Cherry, sweet	<i>Prunus avium</i>	
Tree	Chokecherry	<i>Prunus virginiana</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	Locust, black	<i>Robinia pseudoacacia</i>	
Tree	Maple, Norway	<i>Acer platanoides</i>	
Tree	Maple, red	<i>Acer rubrum</i>	
Tree	Maple, silver	<i>Acer saccharinum</i>	
Tree	Maple, sugar	<i>Acer saccharum</i>	
Tree	Oak, pin	<i>Quercus palustris</i>	
Tree	Oak, red	<i>Quercus rubra</i>	
Tree	Oak, swamp white	<i>Quercus bicolor</i>	
Tree	Oak, white	<i>Quercus alba</i>	
Tree	Pine, red	<i>Pinus resinosa</i>	
Tree	Pine, white	<i>Pinus strobus</i>	
Tree	Sassafras	<i>Sassafras albidum</i>	
Tree	Serviceberry, downy	<i>Amelanchier arborea</i>	
Tree	Spruce, Norway	<i>Picea abies</i>	
Tree	Sweetgum	<i>Liquidambar styraciflua</i>	
Tree	Sycamore	<i>Platanus occidentalis</i>	

Tree	Tupelo, black	<i>Nyssa sylvatica</i>	Sourgum, Black gum
Vine/briar	Bittersweet, Asiatic	<i>Celastrus orbiculatus</i>	Oriental bittersweet
Vine/briar	Dewberry, common	<i>Rubus flagellaris</i>	
Vine/briar	Grape spp.	<i>Vitis spp.</i>	
Vine/briar	Raspberry spp.	<i>Rubus spp.</i>	
Vine/briar	Wintercreeper	<i>Euonymus fortunei var. radicans</i>	Fortune's spindle

Animal Inventory

Type	Common Name	Scientific Name	Notes
Bird	American Goldfinch	<i>Carduelis tristis</i>	Merlin Bird ID
Bird	American Robin	<i>Turdus migratorius</i>	
Bird	Blue Jay	<i>Cyanocitta cristata</i>	
Bird	Cardinal, Northern	<i>Cardinalis cardinalis</i>	Merlin Bird ID
Bird	Sparrow, White-throated	<i>Zonotrichia albicollis</i>	Merlin Bird ID
Bird	Titmouse, Tufted	<i>Baeolophus bicolor</i>	Merlin Bird ID
Bird	Turkey Vulture	<i>Cathartes aura</i>	
Bird	Warbler, Yellow-rumped	<i>Setophaga coronata</i>	Merlin Bird ID
Mammal	Deer, white-tailed	<i>Odocoileus virginianus</i>	Scat
Mammal	Opossum, Virginia	<i>Didelphis virginiana</i>	

APPENDIX C: MAPS

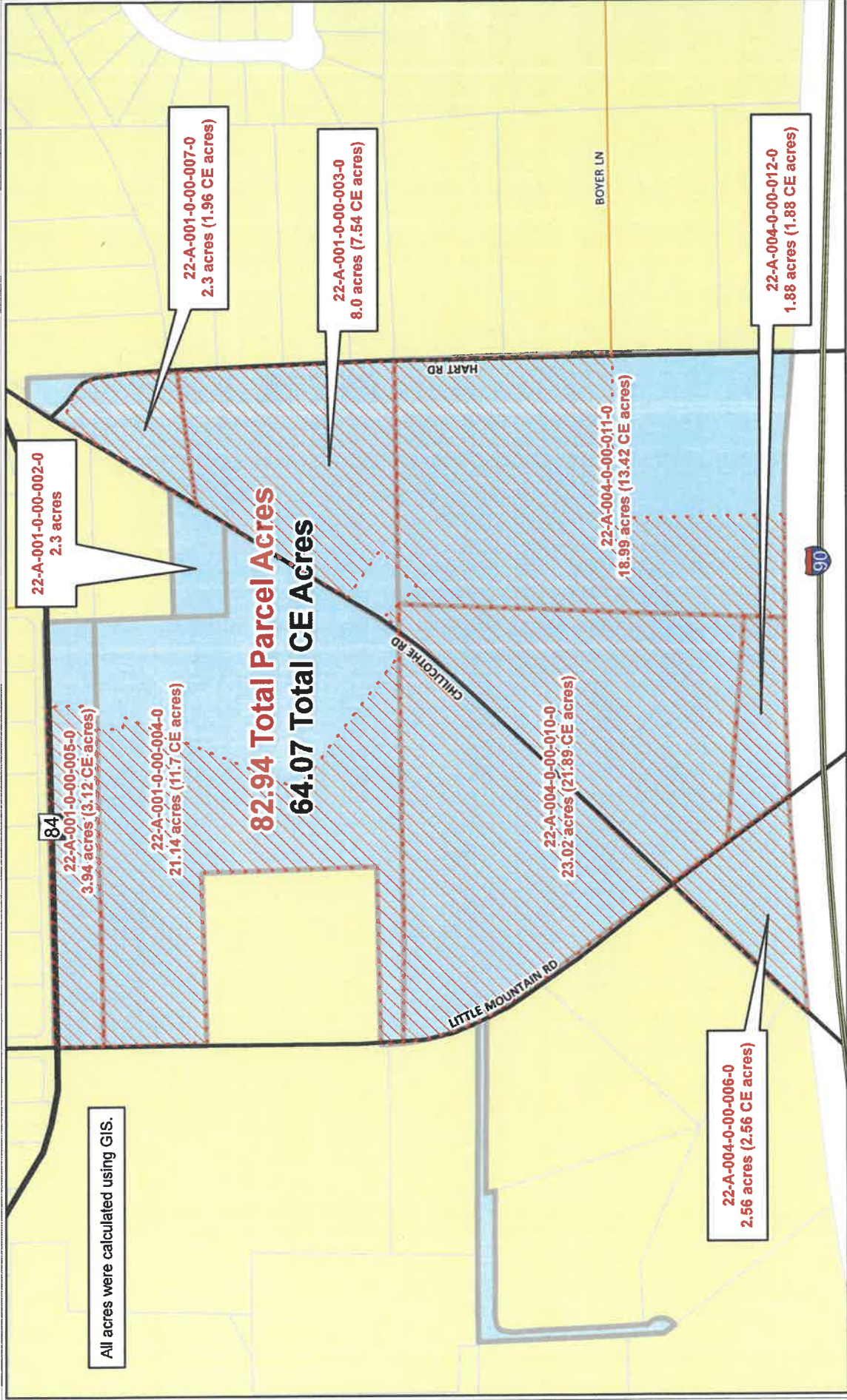
MAP LIST

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

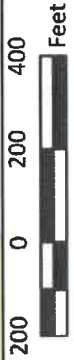
Disclaimer: The maps included in this appendix are not legal surveys and should not be construed as such. The maps assist the Land Conservancy in its efforts to depict the boundaries of the CE, the regional property location, neighboring property boundaries, potential encroachments, areas of reserved 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 GIS Calculations. The Land Conservancy attempts to make all maps match the legal description as closely as possible.

For this Protected Property, the CE encumbers only a portion of a legally described parcel; therefore, a survey of the CE area and/or a GPS or GIS boundary is depicted on the enclosed maps.



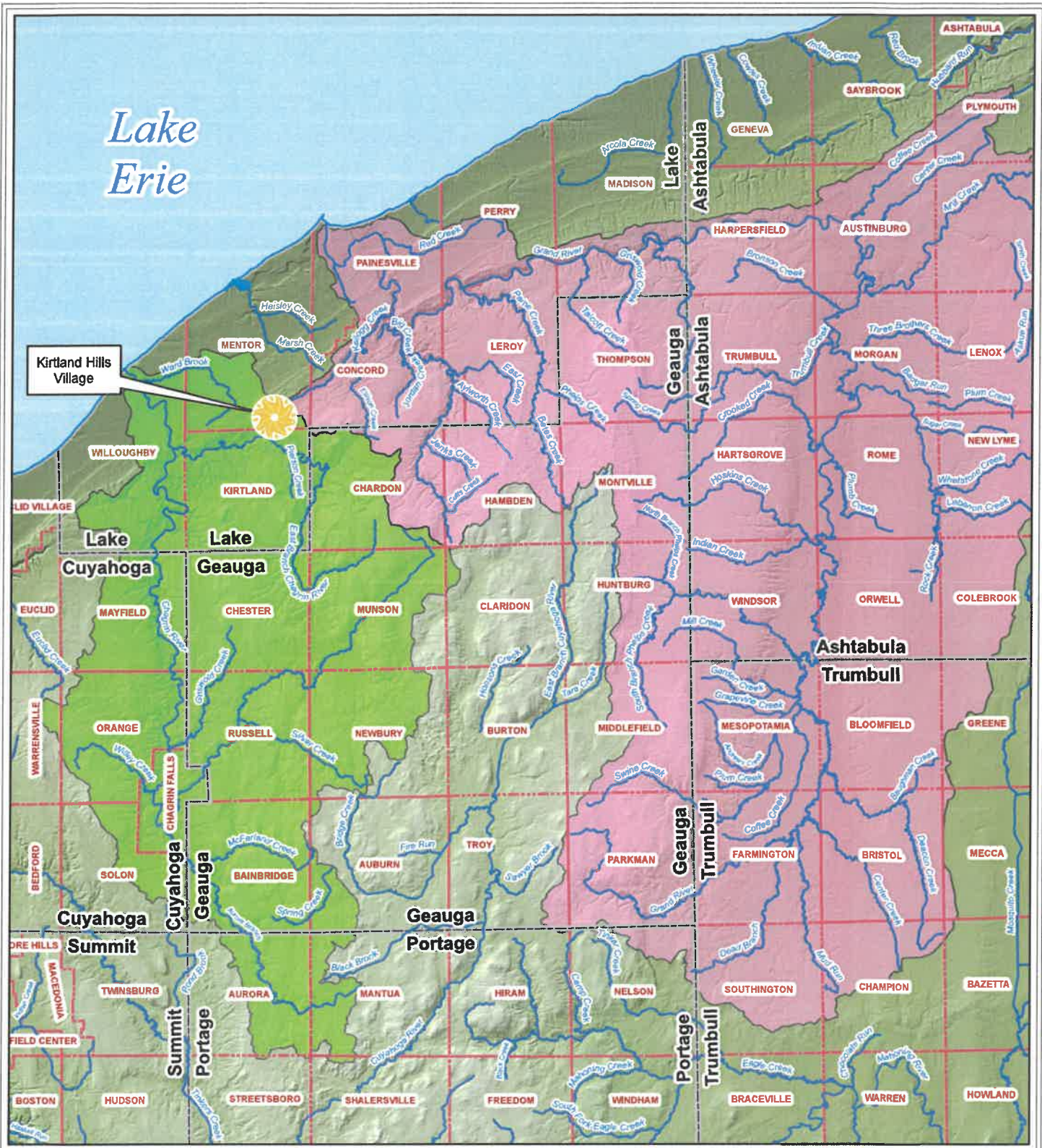
All acres were calculated using GIS.



Map Created 6/10/2024 sw

Property Identification: Kirtland Hills Village - BDR

- Kirtland Hills Village CE Boundary: 64.07 acres
- Kirtland Hills Village CE Parcels
- Parcels - Lake Co.
- State Highways
- Municipal Roads
- Interstate
- County & Township Roads



Kirtland Hills Village

Lake Erie

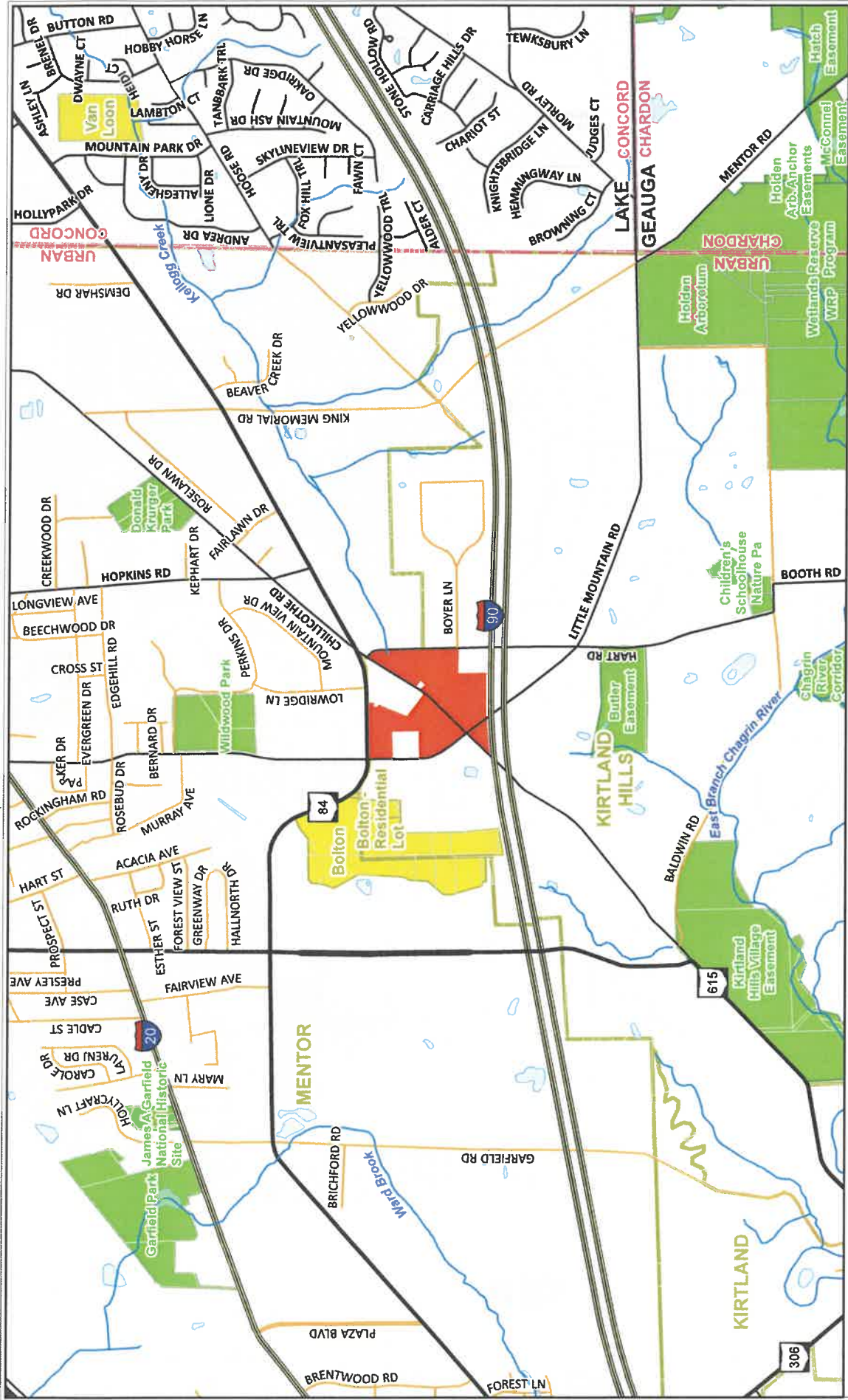


Western Reserve
Land Conservancy
land • people • community

Map Created
04/14/2015 sw

Watershed Location: Kirtland Hills Village - BDR

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



Location: Kirtland Hills Village - BDR

Kirtland Hills Village CE Boundary: 64.07 acres	Interstate	Municipal Roads
Parcels - Lake Co.	Township Boundaries	River/Stream
Municipal Boundaries	The Land Conservancy Protected Properties	Freshwater Pond
	State Highways	
	County & Township Roads	
	Parks and Managed Areas	

0 0.25 0.5 Miles

N

W E S

Western Reserve
Land Conservancy

land • people • community

Map Created 6/5/2024 sw



Aerial View I: Kirtland Hills Village - BDR



Kirtland Hills Village CE Boundary: 64.07 acres

Parcels - Lake Co.

- Interstate
- County & Township Roads
- State Highways
- Municipal Roads









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


2017 Aerial Photo (OSIP)
Map Created 6/5/2024 sw

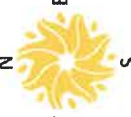




Aerial View II: Kirtland Hills Valley - BDR

 Kirtland Hills Village CE Boundary: 64.07 acres	 The Land Conservancy Protected Properties	 County & Township Roads
 Parcels - Lake Co.	 Interstate	 Municipal Roads
 Municipal Boundaries	 State Highways	






Western Reserve
Land Conservancy
 land • people • community








2017 Aerial Photo (OSIP)
 Map Created 6/5/2024 sw




Western Reserve Land Conservancy
 land • people • community
 2017 Aerial Photo (OSIP)
 Map Created 6/5/2024 sw



Soils: Kirtland Hills Village - BDR

-  Kirtland Hills Village CE Boundary: 64.07 acres
-  Parcels - Lake Co.
-  USA Soils Map Units
-  Hydric Soil
-  All areas are prime farmland
-  State Highways
-  County & Township Roads
-  Interstate
-  Municipal Roads



Western Reserve
Land Conservancy
 land • people • community
 2017 Aerial Photo (OSIP)
 Map Created 6/5/2024 sw

Topography: Kirtland Hills Village - BDR

- Kirtland Hills Village
 CE Boundary: 64.07
 acres
- Contours_2ft_Lake_Co
- State Highways
- Interstate
- Municipal Roads
- County & Township
 Roads
- River/Stream
- Parcels - Lake Co.
- Interstate
- County & Township
 Roads
- River/Stream

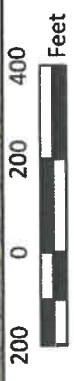




Western Reserve
Land Conservancy
 land • people • community
 2017 Aerial Photo (OSIP)
 Map Created 6/5/2024 sw




Land Cover: Kirtland Hills Village - BDR

-  Kirtland Hills Village CE Boundary: 64.07 acres
-  Mid-Successional Black Locust Forest: ~2.0 acres
-  Mid-Successional Maple Forest: ~5.2 acres
-  Mid-Successional White Pine Forest: ~11.7 acres
-  Mid-Successional Mixed Hardwood/Red Pine Forest: ~13.7 acres
-  Mid-Successional Spruce Forest: ~1.8 acres
-  Mid-Successional Mixed Hardwood/Red Pine Forest: ~13.7 acres
-  State Highways
-  County & Township Roads
-  Municipal Roads




**Western Reserve
Land Conservancy**
 land • people • community
 2017 Aerial Photo (OSIP)
 Map Created 6/5/2024 sw

Existing Conditions: Kirtland Hills Village - BDR

	Kirtland Hills Village CE Boundary: 64.07 acres		River/Stream		County & Township Roads
	Parcels - Lake Co.		Forestry Access Road		Municipal Roads
	Tile and Cement Culverts		Channelized Stream		Interstate
			Utility Lines		State Highways



Western Reserve
Land Conservancy
 land • people • community

2017 Aerial Photo (OSIP)
 Map Created 6/5/2024 sw

Photo Points: Kirtland Hills Village - BDR

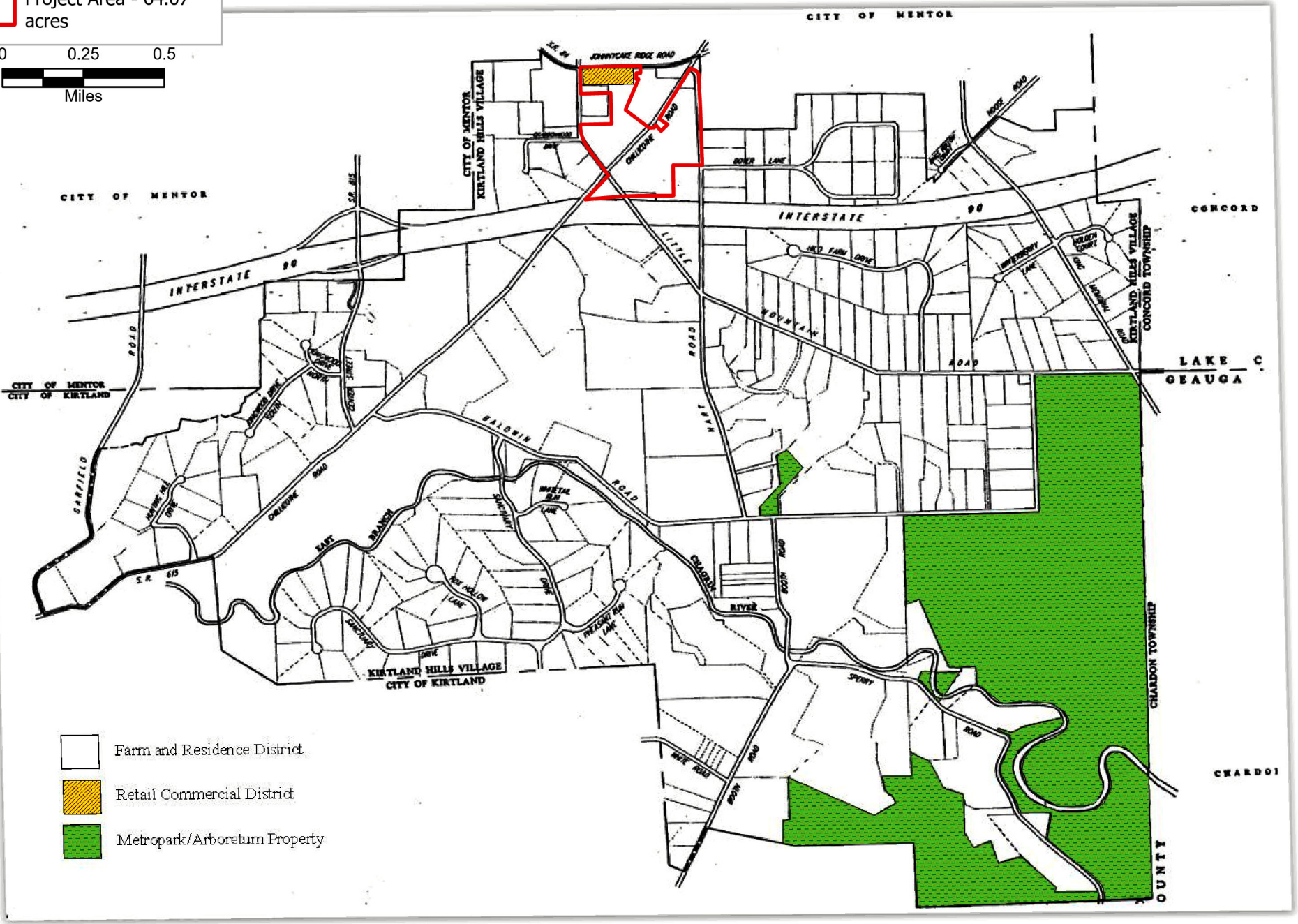
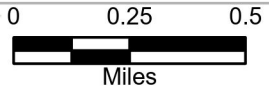
- Kirtland Hills Village CE Boundary: 64.07 acres
- Photo Points 4/18/2024
- Municipal Roads
- State Highways
- County & Township Roads
- River/Stream




0 200 400 Feet

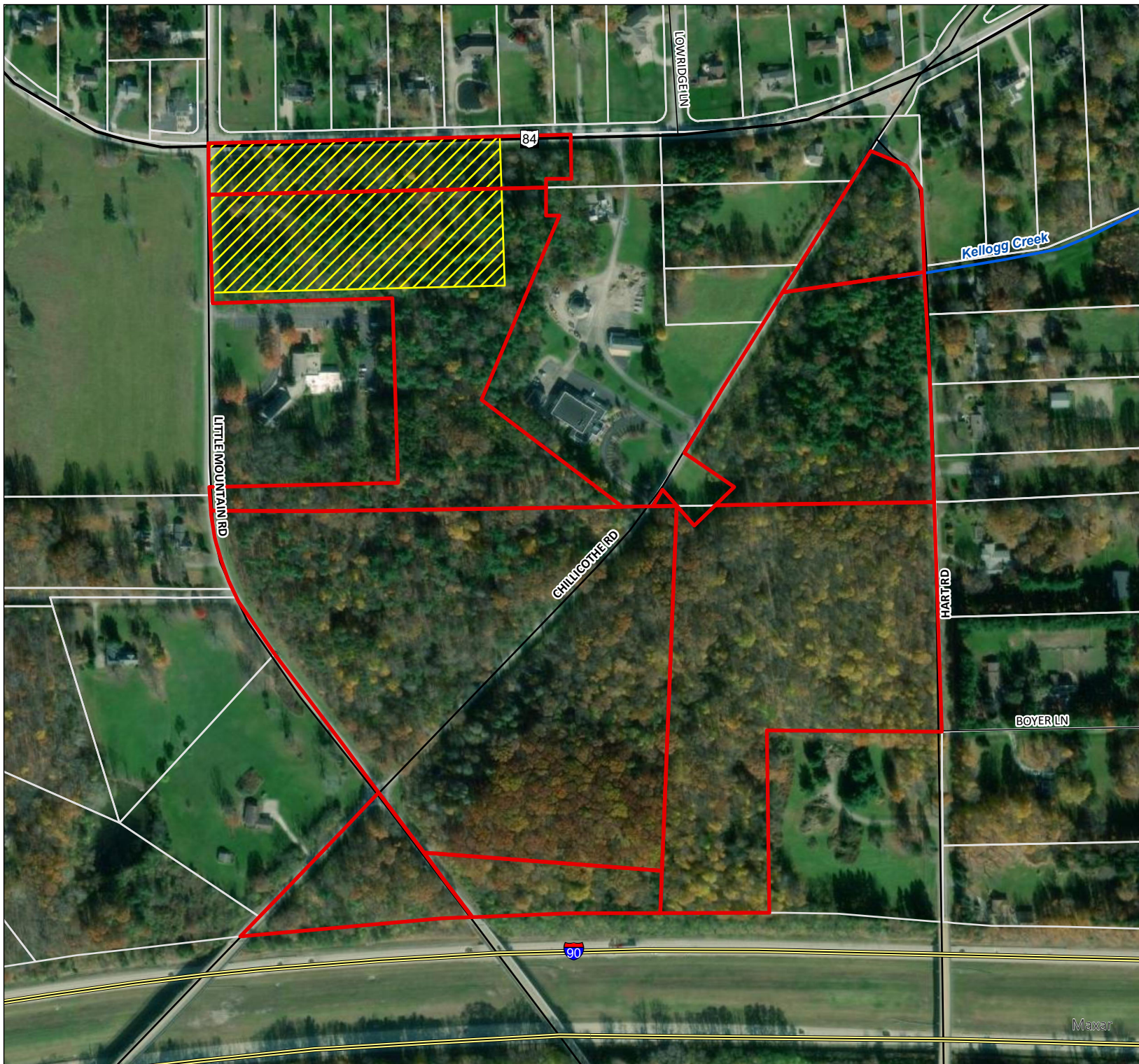
Zoning Maps

Kirtland Hills Zoning Map

 Project Area - 64.07 acres













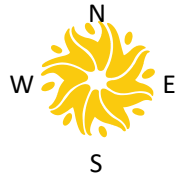
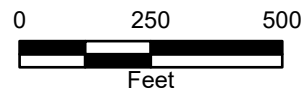
-  Farm and Residence District
-  Retail Commercial District
-  Metropark/Arboretum Property



Kirtland Hills Village

Project Area

-  Project Area - 64.07 acres
-  Retail Commercial District - 7.4 ac.
-  Parcels
-  County Boundaries
-  Township Boundaries
-  River/Stream
-  Interstate
-  State Highways
-  County & Township Roads
-  Municipal Roads



Western Reserve
Land Conservancy
land • people • community

Zoning Description(s)

CODIFIED ORDINANCES

OF

KIRTLAND HILLS, OHIO

Local legislation current through December 13, 2021

State legislation current through June 8, 2021

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.

TITLE FIVE - Zoning Ordinance

- Chap. 1133. Purpose and Intent.
- Chap. 1137. Definitions.
- Chap. 1141. Districts Established.
- Chap. 1145. Farm and Residence District.
- Chap. 1149. Retail Commercial District.
- Chap. 1153. Supplemental Regulations.
- Chap. 1157. Nonconforming Uses and Structures.
- Chap. 1161. Board of Zoning Appeals.
- Chap. 1165. Architectural Board of Review.
- Chap. 1169. Amendments.
- Chap. 1173. Administration and Enforcement.

CHAPTER 1133

Purpose and Intent

1133.01 Purpose; interpretation; severability.

1133.01 PURPOSE; INTERPRETATION; SEVERABILITY.

The purpose of this Zoning Ordinance is to promote and protect the public health, safety, convenience, comfort, prosperity and the general welfare by regulating and limiting the use of land and buildings. The intent is to maintain and enhance the semi-rural residential character of the Village by restricting and regulating the use of buildings and premises within designated districts to prevent congestion and the resulting dangers from lack of sewer and water facilities, and to provide for orderly growth.

In interpreting the provisions of this Zoning Ordinance they shall be held to be minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. The provisions hereof are cumulative and are additional limitations on all other laws and ordinances heretofore passed or which may be hereafter passed governing any subject matter of this ordinance. The provisions of this ordinance shall be liberally construed to effectuate the purposes set forth herein.

The sections and subsections of this Zoning Ordinance are hereby declared to be mutually independent and the holding of any provision, section, subsection or portion thereof to be void, unconstitutional, or invalid for any cause shall not affect the validity of the ordinance as a whole or any other provision, section, subsection, or portion thereof.

(Ord. 3-89-05. Passed 3-1-89.)

CHAPTER 1137

Definitions

1137.01 Definitions.

CROSS REFERENCES

Subdivision Regulations definitions - see P. & Z. 1111.03

1137.01 DEFINITIONS.

- (a) For purposes of this Zoning Ordinance certain words, terms or phrases shall be as follows:
 - (1) All words used in the present tense include the future; the singular includes the plural and the plural includes the singular.
 - (2) "Person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
 - (3) "Shall" is mandatory; "may" is permissive.
 - (4) "Lot" includes "plot", "premises" or "parcel".
 - (5) "Building" includes "structure".
 - (6) "Used or occupied" includes "intended, designed or arranged to be used or occupied".
 - (7) All words not specifically defined shall have the meaning as commonly used.
- (b) For purposes of this Zoning Ordinance the following words, terms or phrases shall be defined as follows:
 - (1) "Accessory building" means a building or structure that is secondary to or incidental to and detached from the main building on the property.
 - (2) "Accessory use" means a use that is customarily incidental to or secondary to the main or permitted use of the property.
 - (3) "Arboretum" means a place where trees are cultivated for scientific or educational purposes.
 - (4) "Architectural Board of Review" means the Village of Kirtland Hills Architectural Board of Review as established under the Charter.
 - (5) "Board of Zoning Appeals" or "Board" means the Village of Kirtland Hills Board of Zoning Appeals as established under the Charter.
 - (6) "Building" means any structure enclosed within exterior walls used or intended for supporting any use or occupancy.
 - (7) "Family" means one or more persons occupying a single dwelling unit, provided that unless all the members are related by blood, marriage or adoption, no such family shall contain over five persons.
 - (8) "First floor" means the main floor level at grade or above devoted to dwelling purposes. No portion of the first floor of a dwelling shall have a greater difference in elevation than four and one-half feet from the remainder of the first floor area, and no part of said first floor shall be above any floor area included in the minimum area required by this Ordinance.
 - (9) "Floor area" means the sum of the areas of the floors of a building, measured from outside wall to outside wall. Only floor areas which have a minimum of six feet perpendicular clearance between the floor and the ceiling joists shall be included in the calculation of required minimum floor area.
 - (10) "Junk vehicle" means any vehicle which is without a currently valid license plate or plates or is in a wrecked, dismantled, partly dismantled, inoperative, or abandoned condition. (Ord. 3-89-05. Passed 3-1-89.)

- (11) "Building height" means the vertical distance from the average finished grade, measured out a distance of ten (10) feet perpendicular to the building front, to the top of the highest point of a flat roof or to the mean level of the highest gable or slope roof, exclusive of cupolas, chimneys, bellfries, antennas or other appurtenance not intended for human occupancy. When a building faces on more than one street, the Planning and Zoning Commission shall determine the building front.

(Ord. 07-04-09. Passed 7-19-04.)

- (12) "Lot" means a parcel of land duly recorded among the land records by the Lake County Recorder.
- (13) "Lot line" means boundary of a lot separating it from an adjoining property.
- (14) "Lot width" means the horizontal distance between the side lot lines measured at the setback line.
- (15) "Nonconforming use" means an existing use that does not comply with the requirements of this Zoning Ordinance.
- (16) "Planning and Zoning Commission" or "Commission" means the Village of Kirtland Hills Planning and Zoning Commission as established under the Charter.
- (17) "Political sign" means a sign concerning any candidate, political party, issue, levy, referendum, or other matter whatsoever eligible to be voted upon in any general, primary or special election; or any sign advocating any type of political action.
- (18) "Public facility" means a building or structure that is operated or maintained by a governmental organization.
- (19) "Real estate sign" means a sign advertising only the sale, rental, or lease of the building or premises on which it is located. No such sign shall exceed twelve square feet in area or six feet in height, nor shall any such sign be illuminated.
- (20) "Right of way" means the strip of land occupied or intended to be occupied by a street, walkway or other public improvement relating to public access or travel.
- (21) "Setback line" or "building setback line" means a line a minimum distance from and parallel to the centerline of any right of way between which no building or portion thereof may be erected.
- (22) "Sign" means any device, symbol, or instrument intended to advertise a product or service, or attract attention.
- (23) "Single family dwelling" means one or more rooms intended to be occupied by and providing facilities for one family which include facilities for cooking, bathing and toilet facilities. It shall not include trailers, tents, cabins, mobile homes, or basement dwellings.
- (24) "Structure" means anything constructed or erected with a fixed location on or in the ground or attached to something having a fixed location on or in the ground.
- (25) "Structure, main" means a structure which houses the principal or primary use of the property.
- (26) "Yard" means the area adjacent to or surrounding a building or structure which is required open space established by the regulations of the ordinance.
- (27) "Zoning Inspector" means the official charged with the enforcement of this Ordinance or his duly authorized representative or the Chief of Police.
- (Ord. 3-89-05. Passed 3-1-89.)
- (28) "Zoning Ordinance" or "this Ordinance" means Ordinance 3-89-05, passed March 1, 1989 which is codified as Title Five of Part Eleven - Planning and Zoning Code.

CHAPTER 1141

Districts Established

1141.01 Two zoning districts established.

CROSS REFERENCES

Basis of districts - see Ohio R.C. 713.10

1141.01 TWO ZONING DISTRICTS ESTABLISHED.

The lands within the Village of Kirtland Hills are hereby divided into the following districts or zoning categories:

- (a) Farm and Residence.
(b) Retail Commercial.

The Retail Commercial District shall consist of the southerly side of State Route 84 (Johnnycake Ridge Road) from Little Mountain Road easterly 800 feet, and shall extend a distance of 400 feet from the centerline of Route 84.

All those portions of the Village not within the Retail Commercial District are hereby designated to be in the Farm and Residence District.

No changes of any nature shall be made to the boundaries of the districts except in conformity with the procedures set forth in this Zoning Ordinance.

No building, structure or land shall hereafter be used, changed in use, or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

No yard or lot existing at the time of passage of this Ordinance shall be reduced in dimension or area below the minimum requirements set forth herein, except as set forth in Chapter 1161 hereof. Yards of lots created after the effective date of this Ordinance shall meet at least the minimum requirements established by this Ordinance.

(Ord. 3-89-05. Passed 3-1-89.)

CHAPTER 1145

Farm and Residence District

- 1145.01 Farm and Residence District.
1145.02 Minimum lot requirements.
1145.03 Minimum yard requirements.
1145.04 Minimum floor area requirements.

1145.05 Maximum height.

CROSS REFERENCES

- Similar uses - see P. & Z. 1153.01
- Accessory uses - see P. & Z. 1153.02
- Fences and walls - see P. & Z. 1153.03
- Parking requirements - see P. & Z. 1153.04
- Signs - see P. & Z. 1153.05
- Satellite dish antennas - see P. & Z. 1153.06

1145.01 FARM AND RESIDENCE DISTRICT.

Within the Farm and Residence District, no building or premises shall be erected, used, arranged or designed to be used in whole or in part for other than the following uses:

- (a) Single family dwellings.
- (b) Public facilities with a conditional use permit.
- (c) Public and private schools with a conditional use permit.
- (d) Farms and nurseries.
- (e) Roadside stands for the sale only of produce grown on a farm on which the roadside stand is located with a conditional use permit.
- (f) Churches with a conditional use permit.
- (g) Accessory buildings.
- (h) Real estate, residence and institution identification signs.
- (i) Non-profit arboretums with a conditional use permit.
- (j) Accessory uses with a conditional use permit.

(Ord. 04-97-05. Passed 4-21-97.)

1145.02 MINIMUM LOT REQUIREMENTS.

(a) Area. Within the Farm and Residence District, all lots or parcels shall have a minimum area of five acres. No building shall be erected, altered, used or occupied on any parcel or lot which consists of less than five acres in area, nor shall any lot area be diminished below said minimum.

There shall be permitted only one dwelling per lot. The lot area required herein for a building shall not be included as part of the required lot area of any other building. That portion of any lot lying within a street or road right of way shall not be used in computing minimum lot area, unless the plat of such lot was recorded prior to the effective date of this Zoning Ordinance.

(b) Width and Frontage. All lots or parcels shall have frontage on a duly dedicated public street or right of way and shall have a lot width of not less than 250 feet at the building setback line. No building or structure shall be erected on any lot which does not meet the frontage or width requirements of this section.

Council may for good cause permit the creation of flag lots where it determines that the public interest of the Village is served by such action.

(Ord. 3-89-05. Passed 3-1-89.)

1145.03 MINIMUM YARD REQUIREMENTS.

(a) Building Setback Line. The building setback line shall be a line parallel to the center line of any street or road and distant therefrom 130 feet. No buildings or structures other than fences, drives, walks, and gates shall be erected, maintained, or used between the building setback line and any public street or road; provided, however, that a one-story unenclosed porch may extend between the building setback line and the street.

No shrubs, foliage or fence shall be maintained between the building setback line and any street which obstructs the view of a driver of a vehicle approaching an intersection so as to create an unsafe condition.

(b) Side and Rear Yards. Every lot shall have side and rear yards along each lot line, the least dimension of which shall be fifty feet. No building or structure shall be erected or placed in any such required side or rear yard except for fences or walls erected in compliance with Section 1153.03. (Ord. 3-89-05. Passed 3-1-89.)

1145.04 MINIMUM FLOOR AREA REQUIREMENTS.

Single family dwellings within the Farm and Residence District shall be constructed or used only in conformance with the following schedule:

- (a) One story dwellings shall have a minimum floor area devoted to habitable space of 2500 square feet.
- (b) Multi-level dwellings shall have a minimum floor area devoted to habitable space of 3000 square feet of which at least 1800 square feet shall be on the first floor.

Breezeways, porches, utility rooms, basements, and garages shall not be included in calculating minimum floor areas.

(Ord. 3-89-05. Passed 3-1-89.)

1145.05 MAXIMUM HEIGHT.

Buildings and structures shall not exceed the maximum height above grade level as set forth herein except as otherwise approved by the Planning and Zoning Commission, which shall take into consideration all factors including setback, topography, architecture, and neighborhood compatibility.

- (a) Single family dwellings shall not be more than 35 feet.
- (b) Schools and churches shall not exceed 40 feet.
- (c) Public buildings shall not exceed 40 feet.
- (d) Farm and nursery buildings shall not exceed 25 feet.
- (e) Accessory structures shall not exceed 20 feet or the height of the main structure, whichever is less.
- (f) Other structures not otherwise identified herein shall not be more than 25 feet in height. (Ord. 07-04-10. Passed 7-19-04.)

Retail Commercial District

- 1149.01 Permitted uses.**
- 1149.02 Minimum lot requirements.**
- 1149.03 Minimum yard requirements.**
- 1149.04 Maximum height.**
- 1149.05 Storage.**

CROSS REFERENCES

- Similar uses - see P. & Z. 1153.01
- Accessory uses - see P. & Z. 1153.02
- Fences and walls - see P. & Z. 1153.03
- Parking requirements - see P. & Z. 1153.04
- Signs - see P. & Z. 1153.05
- Satellite dish antennas - see P. & Z. 1153.06

1149.01 PERMITTED USES.

Within the Retail Commercial District no building or premises shall be erected, used, arranged or designed to be used in whole or in part for other than one or more of the following permitted uses:

- (a) Retail stores.
- (b) Offices.
- (c) Public facilities.
- (d) Churches.
- (e) Gasoline stations with a conditional use permit.
- (f) Financial institutions.
- (g) Parking lots.
- (h) Accessory uses and buildings with a conditional use permit.
- (i) Commercial identification signs.
- (j) Real estate signs.
- (k) Similar uses as provided in Section 1153.01.
(Ord. 3-89-05. Passed 3-1-89.)

1149.02 MINIMUM LOT REQUIREMENTS.

All lots or parcels shall have frontage on a duly dedicated public street or right of way or an approved private street, drive or easement with access to a public street. All lots shall have a lot width of not less than 150 feet at the building setback line. No building or structure shall be erected on any lot which does not meet the frontage or width requirements of this section.
(Ord. 3-89-05. Passed 3-1-89.)

1149.03 MINIMUM YARD REQUIREMENTS.

(a) Building Setback Line. The building setback line shall be a line parallel to the center line of any street or road and distant therefrom 100 feet. No buildings or structures other than fences, drives, walks and parking lots shall be erected, maintained, or used between the building setback line and the right of way of any public street or road. Parking lots shall not be located closer than sixty feet to the centerline of any public street or road.

No shrubs, foliage, fence or signage shall be maintained between the building setback line and any street which obstructs the view of a driver of a vehicle approaching an intersection so as to create an unsafe condition.

(b) Side and Rear Yards. Every lot shall have side and rear yards along each lot line which is adjacent to land zoned Farm and Residence, the least dimension of which shall be fifty feet. No building or structure shall be erected or placed in any such required side or rear yard except for fences or walls erected in compliance with Section 1153.03.

(c) Screening Required. Where a commercial district is adjacent to residentially zoned land, screening shall be required to minimize the impact of commercial uses on the residential area. Said screening shall be by means of solid fencing, walls or similar means so as to provide a solid visual and access buffer. The specific nature and dimensions of said screening shall be as approved by Council.
(Ord. 3-89-05. Passed 3-1-89.)

1149.04 MAXIMUM HEIGHT.

Buildings and structures shall not exceed 35 feet in height above grade level. Accessory structures shall not exceed 25 feet or the height of the main structure, whichever is less.
(Ord. 3-89-05. Passed 3-1-89.)

1149.05 STORAGE.

There shall be no storage of materials, wares, merchandise or inventory except in completely enclosed structures.
(Ord. 3-89-05. Passed 3-1-89.)

CHAPTER 1153

Supplemental Regulations

- 1153.01 Similar uses.**
- 1153.02 Accessory structures.**
- 1153.03 Fences, walls and other front yard structures.**
- 1153.04 Parking requirements.**
- 1153.05 Signage.**
- 1153.06 Satellite dish antennas.**

services deemed necessary by the Commission to perform the review required by this chapter.
(Ord. 3-98-03. Passed 3-17-98.)

1345.08 EXEMPTION FOR VILLAGE-OWNED PROPERTY.

Wireless communication antennas and/or towers located on Village-owned property, by permission of the Village Council, shall be exempt from the regulations set forth in this chapter and any other provisions of the Zoning Code.
(Ord. 3-98-03. Passed 3-17-98.)

1345.09 ABANDONMENT.

(a) All providers utilizing towers shall present a report to the Planning and Zoning Commission notifying them of any tower facility located in the Municipality whose use will be discontinued and the date this use will cease. If at any time the use of the facility is discontinued for one hundred and eighty (180) days, the Commission may declare the facility abandoned. (This excludes any dormancy period between construction and the initial use of the facility.) The facility's owner/operator will receive written notice from the Commission and shall be instructed to either reactivate the use within one hundred and eighty (180) days, or dismantle and remove the facility. If reactivation or dismantling does not occur, the Municipality will remove or will contract to have removed the facility and assess the owner/operator the costs.

(b) To secure the obligation set forth in subsection (a) hereof, the Applicant and/or Owner shall post a bond with the Clerk-Treasurer in such reasonable amount as shall be recommended by the Village Engineer and determined by the Planning and Zoning Commission, based upon the anticipated cost of removal of the facility.

(Ord. 3-98-03. Passed 3-17-98.)

CHAPTER 1349

Fire Damaged Structures

1349.01 Procedures.

1349.01 PROCEDURES.

(a) The Village of Kirtland Hills hereby authorizes the procedures described in Ohio R.C. 3929.86(C) and (D).

(b) The Chief of Police is hereby designated as the officer authorized to carry out the duties set forth in Ohio R.C. 3929.86(C) and (D).

(Ord. 03-00-04. Passed 3-20-00.)

CHAPTER 1354

Tree Cutting

1354.01 Intent.

1354.02 Scope.

1354.03 Permit required; master vegetation plan.

1354.04 Exceptions.

1354.05 Acceptable tree removal areas.

1354.06 Logging for economic gain prohibited.

1354.07 Plan required.

1354.08 Requirements of plan.

1354.09 Action on plan; permit issuance; site inspection; unauthorized cutting.

1354.10 Protection of trees not to be cut.

1354.11 Contractor's license; fee; effective period.

1354.12 Permit fees; deposit.

1354.13 Appeals.

1354.99 Penalty.

CROSS REFERENCES

Destruction - see GEN. OFF. 541.06

1354.01 INTENT.

It is the intent of Council to preserve the woodland nature of the Village, stabilize sloped grades, reduce surface runoff, erosion and downstream flooding, retain areas of rainfall percolation into the water table, ameliorate climatic and weather extremes, support wildlife and preserve the vegetational aesthetics for which the Village is known. To this end this Council proposes, when development requires the removal or reduction of trees and vegetation, to reduce the number of potentially hazardous or otherwise undesirable trees and vegetation, to select more beneficial trees and vegetation as opposed to less beneficial, and to promote a mixture of ages and species of vegetation where it naturally may occur. It is not the intent of Council to restrict or hinder acceptable development within the Village, but only to establish guidelines for development compatible with long-term preservation of the woodland environment.

(Ord. 01-17-01. Passed 3-13-17.)

1354.02 SCOPE.

In general, a permit for tree cutting shall be required for any cutting of trees within the Village, except for the purposes and exceptions listed in Section 1354.04.

(Ord. 01-17-01. Passed 3-13-17.)

1354.03 PERMIT REQUIRED; MASTER VEGETATION PLAN.

(a) Whenever a property owner contemplates cutting of a tree or trees for the purpose of construction of subdivision improvements, construction of new structures, alteration of existing structures, construction of additions to existing structures, gaining access to property, conducting any earth-disturbing activity, obtaining a view, thinning of existing trees or vegetation, creating a pasture, or in preparation for a recreation or other use, the property owner must obtain a permit from the Zoning Inspector.

(b) A property owner applying for a lot split or a subdivision where tree cutting is a logical consequence of the application must also

comply with the requirements of this chapter.

(c) Alternatively, a property owner may obtain a permit to cut a tree or trees for up to ten years in accordance with a master vegetation plan. Such master plan shall be reviewed and approved by the owner and by an experienced arborist in concert with the owner. Such master plan shall provide for long-term woodland management, and all cutting of trees or vegetation shall be in strict accordance with the permit requiring adherence to such master plan. The plan shall be binding upon the owner and his or her successors and assigns. (Ord. 01-17-01. Passed 3-13-17.)

1354.04 EXCEPTIONS.

In addition to any exceptions established elsewhere in this Building and Housing Code, no tree cutting permit shall be required for removal of trees under the following conditions:

- (a) Trees less than nine inches in caliper (diameter) (measured fifty-four inches above the ground) may be cut without a permit. However, where multiple trees of less than nine inches in caliper (diameter) are to be cut for the purpose of creating a view, a plan and permit are required.
- (b) Property owners may cut not more than two trees per year larger than nine inches in caliper (diameter) without a permit.
- (c) Meadow maintenance under a long-term permit already issued may be done without a new permit.
- (d) Dead and diseased trees, and damaged trees which threaten life or property may be removed without a permit. However, a tree-cutting contractor for such work must be licensed. (Ord. 01-17-01. Passed 3-13-17.)

1354.05 ACCEPTABLE TREE REMOVAL AREAS.

The Zoning Inspector may grant a tree removal permit only in the following areas:

- (a) Within the area to be occupied by a permanent structure together with fifteen feet on all sides, subject to Village approval of the location of the structure.
- (b) Within an area occupied by access roads, parking areas, accessory buildings, sidewalks, utility installations and similar necessary development (subject to Village approval of the location of said improvements).
- (c) Open areas not exceeding fifty percent of the lot (e.g. a meadow or pasture) which, in the judgement of the Village, maintains the rural and woodland atmosphere of the Village. (Ord. 01-17-01. Passed 3-13-17.)

1354.06 LOGGING FOR ECONOMIC GAIN PROHIBITED.

Notwithstanding any other provision of this chapter, logging of trees for economic gain is prohibited. (Ord. 01-17-01. Passed 3-13-17.)

1354.07 PLAN REQUIRED.

The property owner, to obtain a permit, must submit a plan consistent with the requirements of this chapter that meets the approval of the Village. The Zoning Inspector will apply the principles of maintaining the woodland and/or meadow nature of the Village, as set forth in Section 1354.01, in deciding whether the plan is satisfactory or must be altered in order to obtain a permit. (Ord. 01-17-01. Passed 3-13-17.)

1354.08 REQUIREMENTS OF PLAN.

The plan filed with the Village pursuant to Section 1354.07 shall include:

- (a) The location of all trees nine inches or larger in caliper (diameter) (measured fifty-four inches above ground), within the area to be modified from its natural state and twenty-five feet beyond in each direction, or to the property line, whichever is less;
 - (b) An indication of which trees remain and which will be removed. Trees to be removed will be marked on site with a red ribbon.
 - (c) A general description of all other types of vegetation in the same area;
 - (d) Existing and proposed topography;
 - (e) The nature and location of all improvements; and
 - (f) The name and address of the licensed tree cutting contractor.
- (Ord. 01-17-01. Passed 3-13-17.)

1354.09 ACTION ON PLAN; PERMIT ISSUANCE; SITE INSPECTION; UNAUTHORIZED CUTTING.

Within two weeks of submittal of the plan, the Zoning Inspector will approve, approve with modifications, or disapprove, the plan. If approved, the Zoning Inspector shall issue a permit authorizing selective cutting of timber but only after the Village representative and the owner or his or her representative shall together inspect the area to be selectively cut, to red ribbon the specific trees to be cut. Only trees so ribboned shall be cut. Each unauthorized cutting of an unmarked tree shall constitute a separate violation of this chapter and shall constitute grounds for the immediate revocation of the permit. (Ord. 01-17-01. Passed 3-13-17.)

1354.10 PROTECTION OF TREES NOT TO BE CUT.

The owner or his or her representative shall take all reasonable actions necessary to protect all remaining trees on the property during construction. To obtain a permit, a plan to protect other trees on the construction site must be submitted and approved. (Ord. 01-17-01. Passed 3-13-17.)

1354.11 CONTRACTOR'S LICENSE; FEE; EFFECTIVE PERIOD.

All contractors for tree cutting (other than the property owner) must obtain a license from the Village before tree cutting begins. Tree cutting by a licensed contractor must be in compliance with an approved tree cutting permit, or fall within the exceptions set forth in Section 1354.04. The license fee is five dollars (\$5.00) and the license shall be effective for one year. (Ord. 01-17-01. Passed 3-13-17.)

1354.12 PERMIT FEES; DEPOSIT.

At the time of the filing of an application for a tree cutting permit, the owner or his or her authorized representative shall pay the following fees and deposits:

- (a) A nonrefundable fee of five dollars (\$5.00) for each tree over nine inches in caliper to be removed.
- (b) A deposit of one hundred dollars (\$100.00) or such larger or lesser amount as may be determined by the Zoning Inspector based on his or her estimate of cost to be incurred by the Village and the Village Arborist in reviewing the application for a permit and to insure the payment by the applicant of expenses incurred by the Village in processing the application and

pertinent papers connected therewith. The cost and expense of any investigation carried out by the Zoning Inspector, the Village Arborist or such other professionals and Village officials as may be necessary to determine whether or not the proposed application is in accordance with law, the cost of any and all notices required and all other necessary expenses shall be paid by the owner. The actual expenses shall be paid by the owner upon demand of the Treasurer. The unexpended balance of the deposit shall be refunded to the applicant upon completion of all administrative proceedings involved in connection therewith. No filing fee shall be refunded or returned. No permits shall be issued until all sums required to be paid by the applicant have been paid.

- (c) Alternatively, in lieu of all other fees or deposits, a nonrefundable fee of five dollars (\$5.00) shall be required for a master vegetation plan permit issued pursuant to Section 1354.03 (c).
- (d) The fee required by subsection (a) hereof may be waived, at the discretion of the Zoning Inspector, in those circumstances where the Zoning Inspector believes that the tree cutting is part of a long-term meadow management or tree management plan consistent with the intent of this chapter.

(Ord. 01-17-01. Passed 3-13-17.)

1354.13 APPEALS.

Any person aggrieved by any of the provisions of this chapter or a final determination of the Zoning Inspector or the Village Arborist may appeal to the Planning and Zoning Commission. Such appeal shall be taken within twenty days after the date of the decision by filing with the Zoning Inspector and the Village Clerk a notice of appeal specifying the grounds therefor. The Zoning Inspector shall forthwith transmit to the Planning and Zoning Commission all papers constituting the record upon which the action appealed was taken. The Planning and Zoning Commission may reverse or modify the decision appealed only on the grounds of hardship shown by the appellant and only if the appellant shows that such decision will not adversely affect the health, safety, welfare and comfort of the Village or its residents.

(Ord. 01-17-01. Passed 3-13-17.)

1354.99 PENALTY.

Whoever violates any of the provisions of this chapter, or fails to comply with any order issued pursuant thereto, for which no penalty is otherwise provided, is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(Ord. 01-17-01. Passed 3-13-17.)

CHAPTER 1359

Swimming Pools

1359.01 **Permits required.**

1359.02 **Defined.**

1359.03 **Standards.**

1359.99 **Penalty.**

1359.01 PERMITS REQUIRED.

No person shall locate, construct, or install any pool without first obtaining building and electrical permits as required by the Village and by the Lake County Building Department.

(Ord. 06-17-08. Passed 6-17-17.)

1359.02 DEFINED.

A swimming pool is defined as any outdoor structure intended for swimming or recreational bathing that contains water over 24 inches deep, including in-ground, on-ground and above-ground permanent and portable swimming pools, hot tubs and spas.

(Ord. 06-17-08. Passed 6-17-17.)

1359.03 STANDARDS.

In addition to any other building requirements, the following standards and provisions shall apply:

- (a) Every swimming pool, excluding existing pools and except those 48 inches high above the surrounding grade with retractable steps or ladders, shall be completely enclosed by a barrier or fence of sturdy construction not less than 48 inches in height, measured from the level of the ground where located, which shall be of such design and construction as to effectively prevent a person from crawling or otherwise passing through or under such barrier or fence. Each gate in such barrier or fence shall be self-closing and self-latching and shall be provided with a secure lock and shall be kept locked at all times when the depth of water in the pool exceeds 24 inches, unless said pool is in use or is under the immediate observation of a responsible adult. Where the release mechanism of the gate is located less than 48 inches from grade, the release mechanism shall be on the pool side of the gate.
- (b) Retractable steps or ladders for above-ground pools shall be capable of being secured, locked or removed to prevent access and shall be so secured at all times when the depth of water in the pool exceeds 24 inches, unless said pool is in use and under the immediate observation of a responsible adult. Spas and hot tubs with approved and labeled safety covers conforming to A.S.T.M F1346-91 are exempt from the barrier requirements.
- (c) Every pool, including existing pools, shall be provided with an approved filtration system. Electrical installations shall conform to the National Electrical Code as in effect at the time of the installation.
- (d) No swimming pool shall be constructed within 50 feet of any property line.

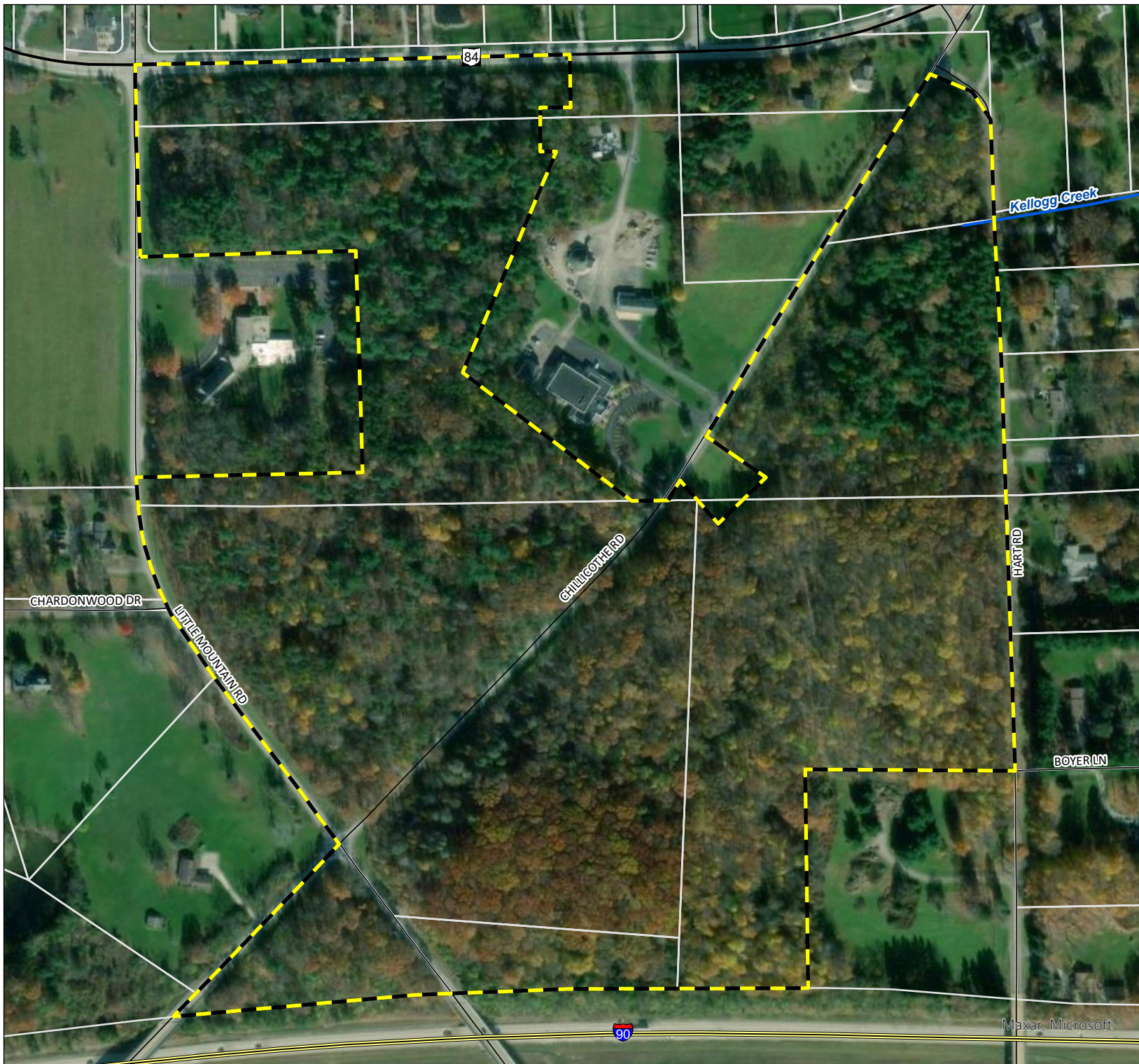
(Ord. 06-17-08. Passed 6-17-17.)

1359.99 PENALTY.










Whoever violates any provision of this chapter is guilty of a misdemeanor of the third degree. Each day of continued violation shall constitute a separate offense.

(Ord. 06-17-08. Passed 6-17-17.)

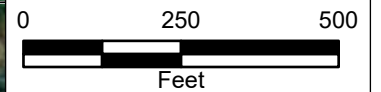
Threat of Loss Demonstration



Perimeter Development

-  Property Perimeter - 2.16 miles
-  Developed Perimeter - 2.16 miles
-  Parcels
-  County Boundaries
-  Township Boundaries
-  River/Stream
-  Interstate
-  State Highways
-  Municipal Roads

100% of Perimeter is Developed



Western Reserve
Land Conservancy
land • people • community

Attestation of No Double Counting and No Net Harm



Kirtland Hills Community Forest Attestation of No Double Counting of Credits & No Net Harm

I am the Assistant Secretary of the 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, Kirtland Hills Community Forest.

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 CO₂ for the project trees or for this project from any other organization or registry issuing credits for CO₂ storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same CO₂ Storage

WRLC has not and will not apply for a project including the same trees as this project nor will it seek credits for CO₂ 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

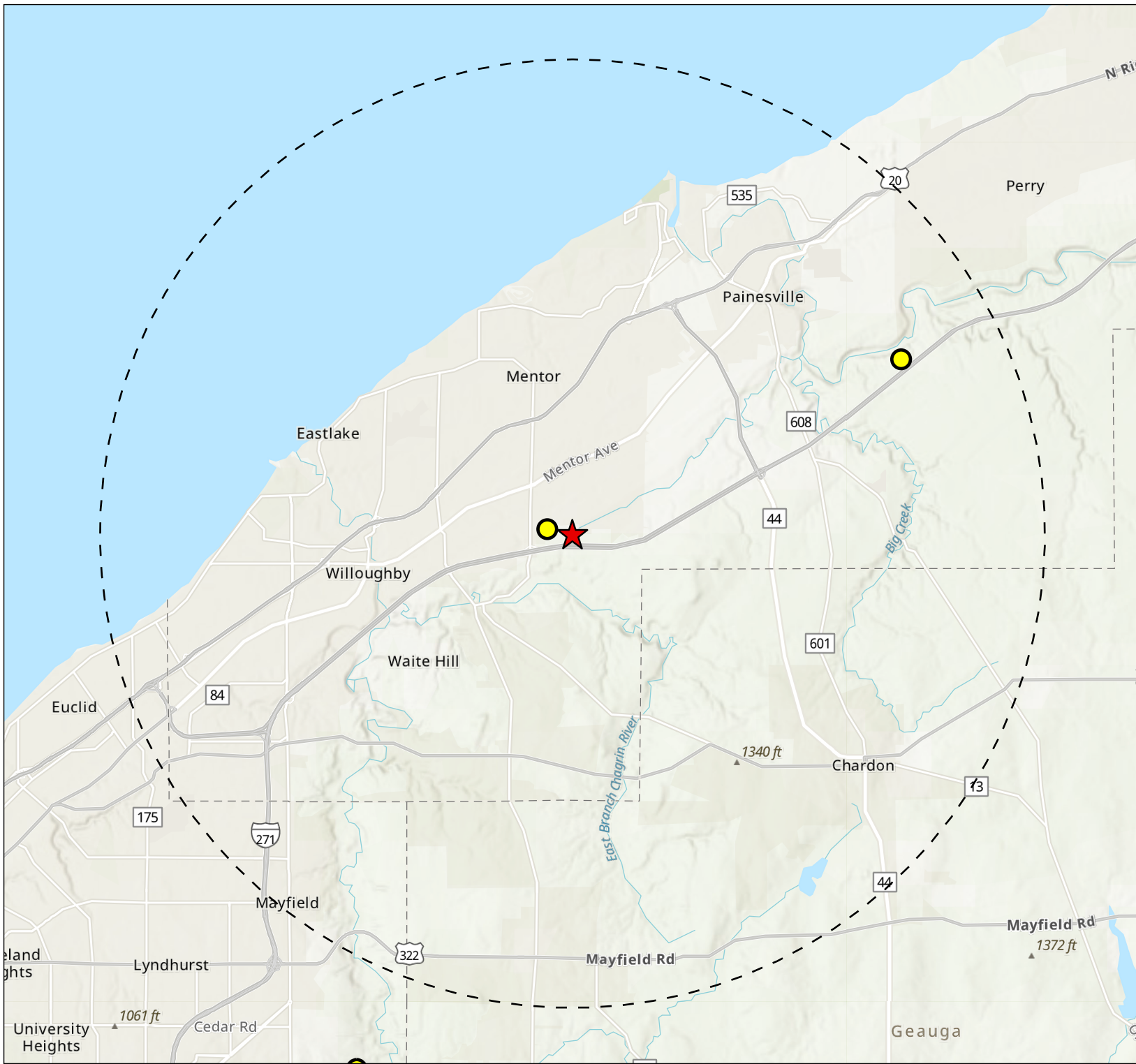
Signed on June 3rd in 2024, by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy.

Signature




(440) 528-4150

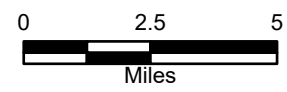
Phone

rowen@wrlandconservancy.org



No Double Counting

-  Project Location
-  Existing Projects
-  10-mile buffer



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

Attestation of Additionality




Kirtland Hills Community Forest 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, Kirtland Hills Community Forest

- 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 Preservation Commitment, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
- Prior to the Preservation Commitment, the zoning in the Project Area allowed for a non-forest use.
- Prior to the Preservation Commitment, the trees in the Project Area passed one of three tests to demonstrate 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.
- Financial Additionality
 - The successful preservation of carbon stock on the Project Area over the 40-year Project Duration requires stewardship and maintenance to manage forest health, including the increased risk of pests, disease, and invasive species encroachment in urban and peri-urban areas. The Project Operator has no guaranteed source of long-term maintenance funding outside of the carbon revenues. The Project Operator is a 501(c)(3) nonprofit organization, and its operational budget waxes and wanes based on philanthropic donations and the success of grant applications.
 - The revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area's carbon stock by providing funding for stewardship and maintenance that ensure the forest's long-term health and resilience. A portion of the carbon revenues will be used by the Village to invest in its public lands, including potentially paying for trails or other public access improvements on the Project Area, or for other activities that will meaningfully improve or ensure forest health. The remaining portion will be used by the Land Conservancy to support its full-time Stewardship staff in their ongoing annual monitoring of the Project Area.

- Prior consideration: WRLC began exploring carbon crediting as a potential source of revenue for its land conservation projects as early as 2020, and became aware of City Forest Credits' program for smaller projects shortly thereafter. When Mayor Jack Turben contacted WRLC in early 2022 about protecting the Village's forest resources, carbon crediting was suggested as a viable method to finance future public access and trail work as well as continued maintenance of the forest. As the conversation about protecting the land continued over the next two years, carbon crediting remained a central focus.

Signed on June 3, _____ in 2024, by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy.



Signature

ROBERT B. OWEN

Printed Name

(440) 528-4150

Phone

rowen@wrlandconservancy.org

Email

Carbon Quantification Tool & Fraction at Risk

City Forest Credits - Preservation Protocol Carbon Quantification Calculator

Copyright © 2018-2024 by City Forest Credits and Urban Forest Carbon Registry. All rights reserved. DO NOT DISTRIBUTE.

Project Operator Western Reserve Land Conservancy
Project Name Kirtland Hills Community Forest
Project Location Kirtland Hills, Ohio (Lake County)
Date 6/14/2024

Carbon Quantification Summary

64.07 Total Project Area Acres
 47.79 Biomass tC/ac
 175.23 Biomass tCO2e/ac
 11,227 Accounting Stock, tCO2e
 50.14% Fraction at risk of tree removal
 5,629 Avoided Biomass Emissions, tCO2e
 52.50% Avoided impervious surface, percent
 34 Avoided impervious surface, acres
 4,036 Avoided Soil Carbon Emissions, tCO2e
 18.3% Displacement
 1,030 Displaced Biomass Emissions, tCO2e
 1,223 Displaced Soil Emissions
 4,599.1 Credits from Avoided Biomass Emissions, tCO2e
 2,813.4 Credits from Avoided Soil Emissions, tCO2e
 7,412.4 Total Credits attributed to the project, tCO2e
 741 Registry Reversal Pool Account (10%), tCO2e

Protocol Section Supplemental information/notes

include project area for all parcels enrolled in carbon project
 11.1.B A complete inventory was performed on all trees within the project area that had a diameter at breast height of 5 inches or more, corresponding to method 11.1.B , include i-Tree eco results
 11.1.B
 11.1.B
 11.2 Based on zoning - see 11.2 in preservation protocol
 11.2
 11.3 Based on zoning - see 11.3 in preservation protocol
 11.4
 11.4
 11.5 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
 Assumes that redevelopment causes increase in impervious surface on redeveloped parcels

6,671 Total credits issued to the project, tCO2e
104 Total credits issued to the project, tCO2e/acre

Year	Credits Issued This Year	Credits Issued	Buffer Credits Issued
1	5,206	5,206	578
2	1,465	6,671	163
3	-	6,671	0
4	-	6,671	0
5	-	6,671	0

	Residential/Farm	Industrial/Commercial
Fraction at Risk of Tree Removal	44.94%	90.00%
Avoided Impervious Surface	47.60%	90.00%
Acres	56.67	7.4
Total Project Area:	64.07	
Total Project Fraction at Risk of Tree Removal:	50.14%	
Total Project Avoided Impervious Surface:	52.50%	

Fraction at Risk & Impervious Surface Worksheet - Residential Zoning

Copyright © 2018-2024 by City Forest Credits and Urban Forest Carbon Registry. All rights reserved.

Fraction at Risk of Tree Removal Supplemental Information/Notes

If minimum lot size is smaller than 2.25 acres, use 90%

64.07

OR if minimum lot size is larger than 2.25 acres:

56.67 Project Area (acres)

5.000 Minimum lot size (acres/unit)

11.00 Max potential dwelling units

22.00 Clearing estimated at 2 acres/unit

3.47 Clearing estimated at 10% of remaining area

25.5 Total potentially cleared area

44.94% Fraction at risk of tree removal

Check the local zoning code

Impervious Surface

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

56.67 Project Area (acres)

217800.00 Minimum lot size (sqft/unit)

250.00 Minimum lot width (feet)

871.20 Estimated lot length (feet)

130 Front yard setback (ft)

32,500 Estimated front yard setback (sqft)

50 Rear yard setback (ft)

12,500 Estimated rear yard setback (sqft)

50 Side yard setback

69,120 Estimated side yard setbacks (sqft/unit)

114,120 All setbacks per unit (sqft/unit)

47.60% Avoided impervious surface

Check the local zoning code

CHECK: if greater than 50%, the standard deduction for residential use should be used. If less than 50%, use this number instead.

The standard deduction for residential use is the lesser of 50% or the fraction at risk of tree removal

Fraction at Risk & Impervious Surface Worksheet - Industrial/Commercial Zoning

Copyright © 2018-2024 by City Forest Credits and Urban Forest Carbon Registry. All rights reserved.

NOTE: There is not enough information provided in the zoning code, to use one of these calculations. Therefore, we will use the 90% value, consistent with the standard deduction for commercial/industrial zoning, as detailed in the protocol.

Tree Inventory & Carbon Biomass

Benefits Summary of Trees by Stratum and Species

Location: Kirtland Hills, Lake, Ohio, United States of America

Project: Kirtland Hills Village Community Forest, Series: Kirtland Hills Village, Year: 2024

Generated: 6/14/2024



Stratum	Species	Trees		Carbon Storage			Gross Carbon Sequestration			Avoided Runoff		Pollution Removal	
		Number	SE	(ton)	SE	(\$)	(ton/yr)	SE	(\$/yr)	(gal/yr)	(\$/yr)	(ton/yr)	(\$/yr)
Urban	Red maple	942	±476	520.34	±268.28	88,744.24	12.83	±5.89	2,188.96	135,546.55	4.59	0.38	859.03
	Silver maple	75	±51	19.29	±16.98	3,289.38	0.44	±0.34	75.70	3,770.27	0.13	0.01	23.89
	Sugar maple	3,204	±684	972.78	±329.11	165,907.77	14.05	±3.16	2,396.11	260,908.97	8.83	0.72	1,653.52
	Bitternut hickory	38	±37	2.00	±1.98	341.88	0.05	±0.05	7.79	202.63	0.01	0.00	1.28
	Shagbark hickory	226	±153	69.25	±49.55	11,810.79	0.64	±0.46	109.80	4,124.63	0.14	0.01	26.14
	American beech	151	±86	14.79	±8.30	2,522.59	0.40	±0.22	67.83	9,700.68	0.33	0.03	61.48
	Ash spp	415	±187	85.59	±42.73	14,597.07	0.14	±0.09	23.48	439.19	0.01	0.00	2.78
	Locust spp	38	±37	18.30	±18.06	3,121.13	0.12	±0.12	19.90	303.06	0.01	0.00	1.92
	Tuliptree spp	113	±60	34.15	±28.27	5,823.69	0.68	±0.50	116.44	13,892.53	0.47	0.04	88.04
	Eastern white pine	1,168	±380	300.32	±113.31	51,219.04	5.81	±2.46	990.64	139,115.93	4.71	0.39	881.65
	Balkan scotch pine	1,168	±1,006	162.26	±120.24	27,673.68	2.95	±2.51	503.03	48,485.69	1.64	0.13	307.28
	Eastern cottonwood	188	±186	233.44	±230.32	39,813.56	4.24	±4.18	723.21	49,762.56	1.68	0.14	315.37
	Black cherry	603	±148	264.47	±113.01	45,105.59	4.98	±1.44	848.53	35,926.08	1.22	0.10	227.68
	White oak	75	±74	57.42	±56.65	9,792.39	0.32	±0.32	55.39	3,865.32	0.13	0.01	24.50
	Northern red oak	603	±294	523.93	±254.80	89,357.23	5.90	±2.73	1,006.73	70,833.27	2.40	0.20	448.91
	American basswood	188	±118	25.20	±20.61	4,297.03	0.38	±0.23	65.33	4,657.76	0.16	0.01	29.52
American elm	829	±247	99.82	±29.76	17,025.14	3.04	±1.14	517.89	30,078.80	1.02	0.08	190.63	
Total		10,025	±1,038	3,403.34	±340.94	580,442.19	56.97	±5.21	9,716.76	811,613.94	27.45	2.25	5,143.63

Benefits Summary of Trees by Stratum and Species

Location: Kirtland Hills, Lake, Ohio, United States of America

Project: Kirtland Hills Village Community Forest, Series: Kirtland Hills Village, Year: 2024

Generated: 6/14/2024



Replacement Value	
(\$)	SE
665,942.31	±310,497.42
25,459.00	±22,254.33
1,105,710.59	±279,323.22
1,687.50	±1,664.96
45,309.97	±32,960.39
20,303.02	±11,364.26
8,069.39	±5,464.39
9,216.71	±9,093.61
36,387.66	±30,134.23
739,901.18	±322,970.17
306,585.12	±257,479.05
205,088.77	±202,349.62
155,237.43	±48,330.71
37,569.12	±37,067.34
551,314.48	±257,231.70
30,379.74	±21,400.76
138,518.37	±50,612.74
4,082,680.36	±316,077.14

Benefits Summary of Trees by Stratum and Species

Location: Kirtland Hills, Lake, Ohio, United States of America

Project: Kirtland Hills Village Community Forest, Series: Kirtland Hills Village, Year: 2024

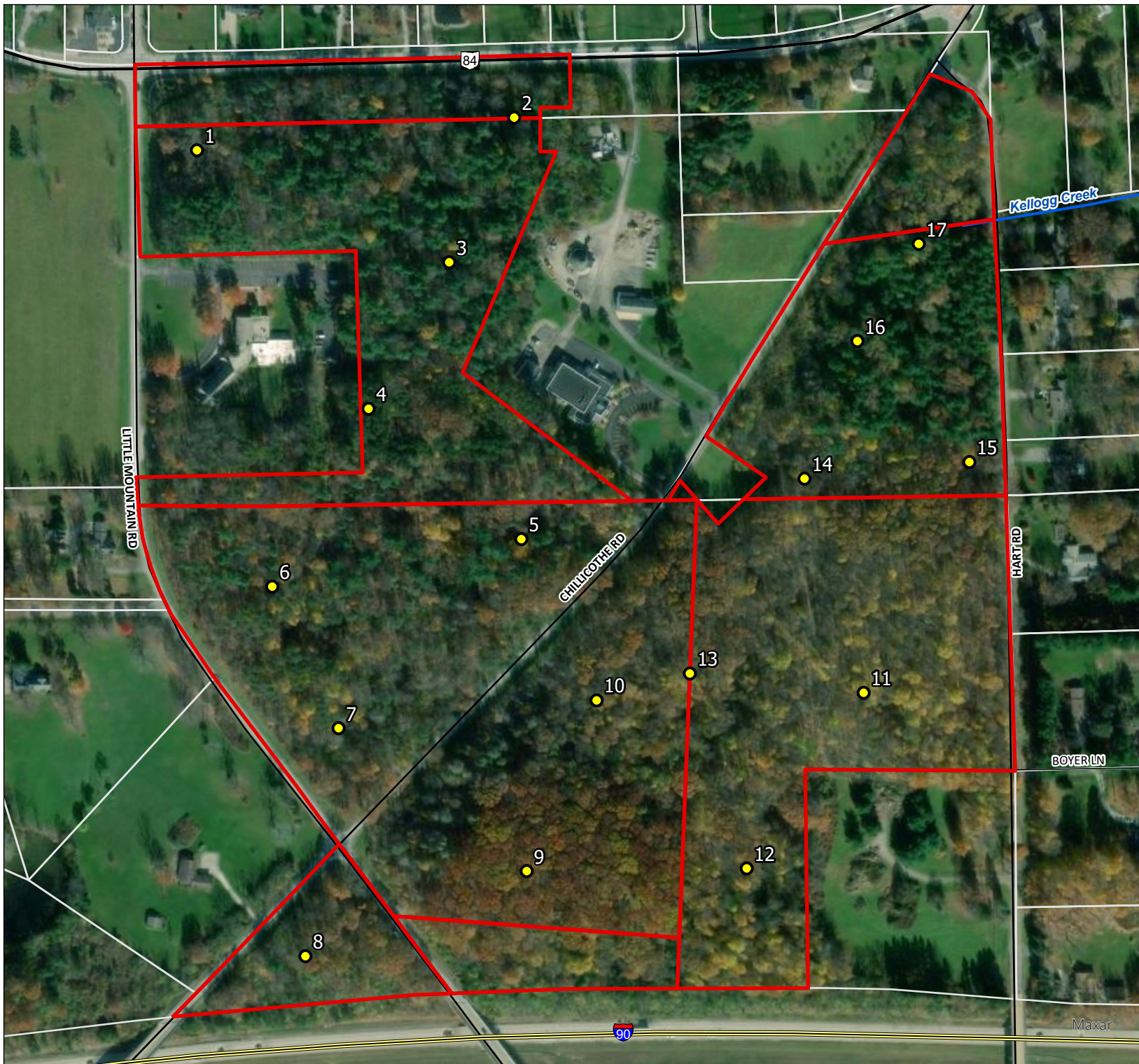
Generated: 6/14/2024



Biomass tC/acre calculation: A plot sample forest assessment adhering to the standards set in CFC Tree Preservation Protocol Section 11.1.B was conducted. The sample established 17 sample plots sized at 1/10th-acre. Within every plot, each live tree at least 5” in diameter at 4.5’ above the ground where the height above the ground is measured on the uphill side of the tree was inventoried. Species, diameter, and overall tree condition were recorded for each tree. i-Tree Eco was utilized to input the sample plot data to determine the carbon storage.

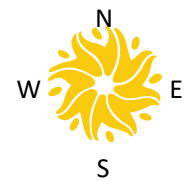
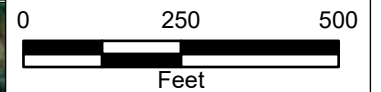
Carbon quantification is based on the sample plots. The metric tons of Carbon is 3,403.34. The standard error is 340.94.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres
(3403.34-340.94)/64.07 = 47.79 (cell B11 on carbon calculator)



Plot Points

- Project Area - 64.07 acres
- Sampling Points
- Parcels
- County Boundaries
- Township Boundaries
- ~ River/Stream
- ~ Interstate
- ~ State Highways
- ~ County & Township Roads
- ~ Municipal Roads



Western Reserve
Land Conservancy
 land • people • community

Tree Characteristics Chart(s)

I. Tree Characteristics of the Urban Forest

The urban forest of Kirtland Hills Village Community Forest has an estimated 10,020 trees with a tree cover of 80.1 percent. The three most common species are Sugar maple (32.0 percent), Eastern white pine (11.7 percent), and Balkan scotch pine (11.7 percent).

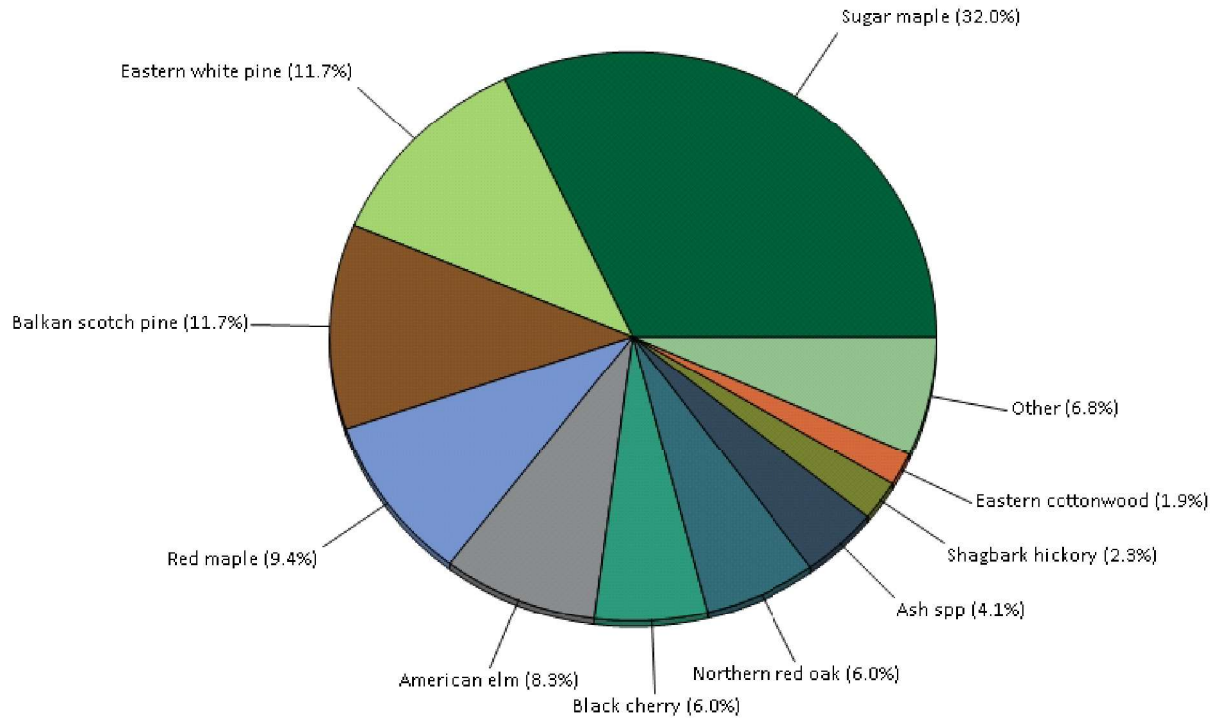


Figure 1. Tree species composition in Kirtland Hills Village Community Forest

The overall tree density in Kirtland Hills Village Community Forest is 156 trees/acre (see Appendix III for comparable values from other cities).

iTree Eco Data & iTree Canopy Report

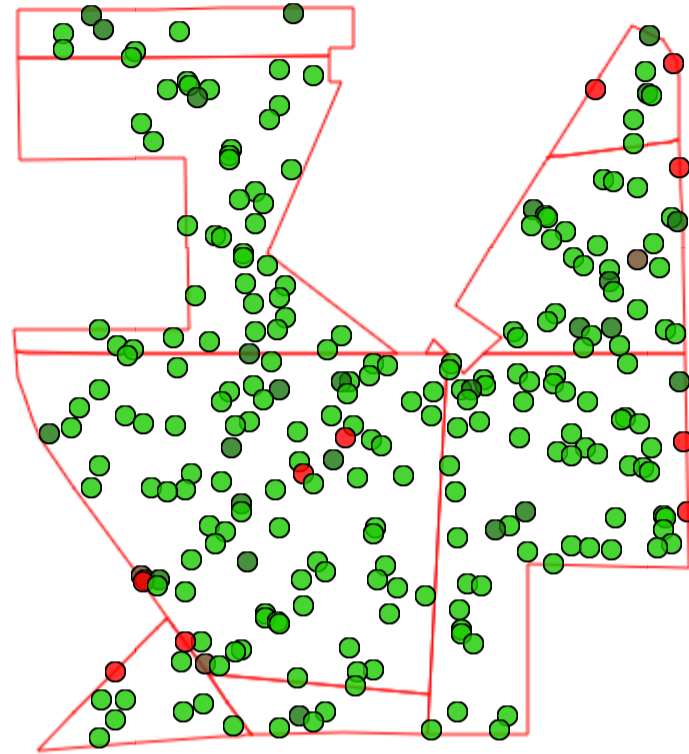
ID	Stratum	Date	Crew	Contact Int Size (ac)	Photo ID	Stake	% Tree	% Measure	Notes	Complete?
	1 Urban		Sadie	0.1		FALSE	90% - 95%	100		TRUE
	2 Urban		Sadie	0.1		FALSE	85% - 90%	100		TRUE
	3 Urban		Sadie	0.1		FALSE	70% - 75%	100		TRUE
	4 Urban		Sadie	0.1		FALSE	75% - 80%	100		TRUE
	5 Urban		Sadie	0.1		FALSE	95% - 99%	100		TRUE
	6 Urban		Sadie	0.1		FALSE	70% - 75%	100		TRUE
	7 Urban		Sadie	0.1		FALSE	80% - 85%	100		TRUE
	8 Urban		Sadie	0.1		FALSE	65% - 70%	100		TRUE
	9 Urban		Sadie	0.1		FALSE	90% - 95%	100		TRUE
	10 Urban		Sadie	0.1		FALSE	70% - 75%	100		TRUE
	11 Urban		Sadie	0.1		FALSE	80% - 85%	100		TRUE
	12 Urban		Sadie	0.1		FALSE	95% - 99%	100		TRUE
	13 Urban		Sadie	0.1		FALSE	70% - 75%	100		TRUE
	14 Urban		Hannah	0.1		FALSE	80% - 85%	100		TRUE
	15 Urban		Hannah	0.1		FALSE	75% - 80%	100		TRUE
	16 Urban		Hannah	0.1		FALSE	65% - 70%	100		TRUE
	17 Urban		Hannah	0.1		FALSE	55% - 60%	100		TRUE

Plot	Land Use	% of Plot
1	Forest	100
2	Forest	100
3	Forest	100
4	Forest	100
5	Forest	100
6	Forest	100
7	Forest	100
8	Forest	100
9	Forest	100
10	Forest	100
11	Forest	100
12	Forest	100
13	Forest	100
14	Forest	100
15	Forest	100
16	Forest	100
17	Forest	100

i-Tree Canopy

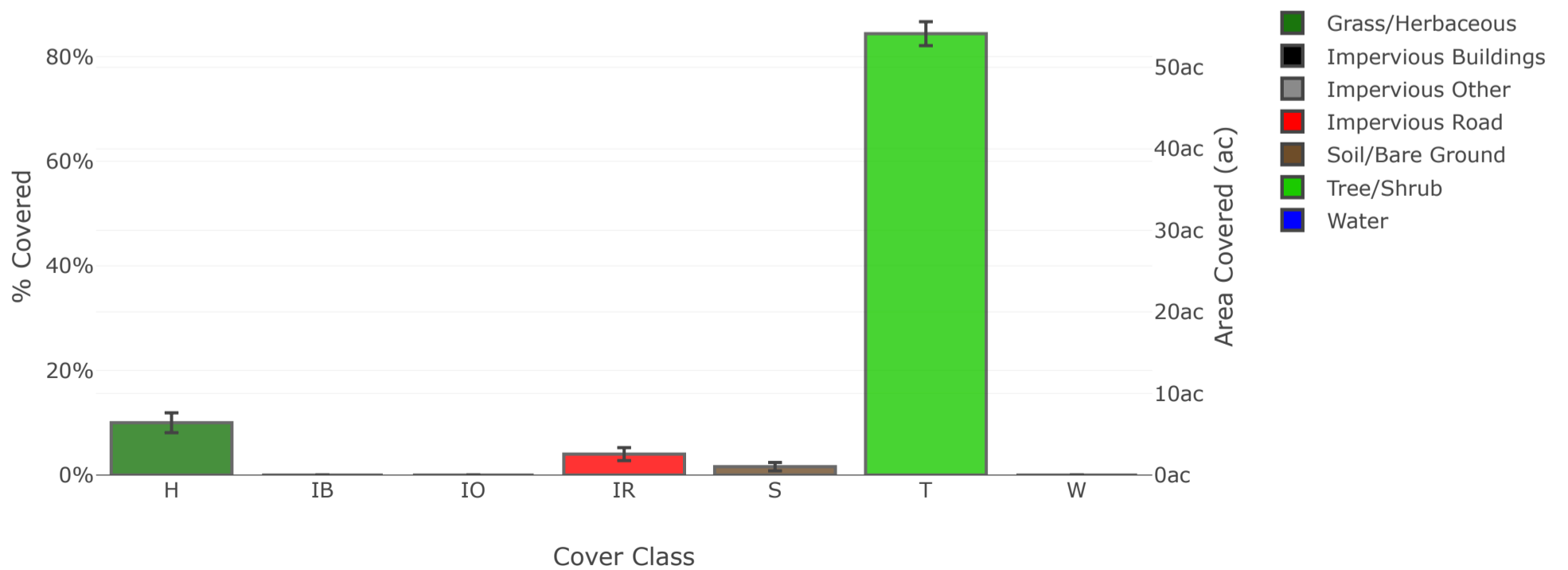
Cover Assessment and Tree Benefits Report

Estimated using random sampling statistics on 6/13/2024



Google

Land Cover



Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ac) ± SE
H	Grass/Herbaceous		25	10.00 ± 1.90	6.41 ± 1.22
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		10	4.00 ± 1.24	2.57 ± 0.79
S	Soil/Bare Ground		4	1.60 ± 0.80	1.03 ± 0.51
T	Tree/Shrub		211	84.40 ± 2.29	54.12 ± 1.47
W	Water		0	0.00 ± 0.00	0.00 ± 0.00
Total			250	100.00	64.13

Tree Benefit Estimates: Carbon (English units)

Description	Carbon (T)	±SE	CO ₂ Equiv. (T)	±SE	Value (USD)	±SE
Sequestered annually in trees	73.88	±2.01	270.90	±7.37	\$12,600	±343
Stored in trees (Note: this benefit is not an annual rate)	1,855.43	±50.45	6,803.25	±184.99	\$316,445	±8,604

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 1.365 T of Carbon, or 5.005 T of CO₂, per ac/yr and rounded. Amount stored is based on 34.281 T of Carbon, or 125.697 T of CO₂, per ac and rounded. Value (USD) is based on \$170.55/T of Carbon, or \$46.51/T of CO₂ and rounded. (English units: T = tons (2,000 pounds), ac = acres)

Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (lb)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	51.64	±1.40	\$37	±1
NO ₂	Nitrogen Dioxide removed annually	204.10	±5.55	\$16	±0
O ₃	Ozone removed annually	2,459.99	±66.89	\$717	±20
SO ₂	Sulfur Dioxide removed annually	440.36	±11.97	\$2	±0
PM _{2.5}	Particulate Matter less than 2.5 microns removed annually	128.44	±3.49	\$1,510	±41
PM ₁₀ *	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	986.41	±26.82	\$3,334	±91
Total		4,270.93	±116.13	\$5,617	±153

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 lb/ac/yr @ \$/lb/yr and rounded:

CO 0.954 @ \$0.71 | NO₂ 3.771 @ \$0.08 | O₃ 45.451 @ \$0.29 | SO₂ 8.136 @ \$0.01 | PM_{2.5} 2.373 @ \$11.76 | PM₁₀* 18.225 @ \$3.38 (English units: lb = pounds, ac = acres)

Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (Kgal)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	191.57	±5.21	\$1,712	±47
E	Evaporation	3,375.24	±91.78	N/A	N/A
I	Interception	3,397.76	±92.39	N/A	N/A
T	Transpiration	3,997.65	±108.70	N/A	N/A
PE	Potential Evaporation	20,841.71	±566.70	N/A	N/A
PET	Potential Evapotranspiration	20,841.71	±566.70	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 Kgal/ac/yr @ \$/Kgal/yr and rounded:

AVRO 3.539 @ \$8.94 | E 62.361 @ N/A | I 62.777 @ N/A | T 73.861 @ N/A | PE 385.073 @ N/A | PET 385.073 @ N/A (English units: Kgal = thousands of gallons, 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.

Forest Composition Report

I. Tree Characteristics of the Urban Forest

The urban forest of Kirtland Hills Village Community Forest has an estimated 10,020 trees with a tree cover of 80.1 percent. The three most common species are Sugar maple (32.0 percent), Eastern white pine (11.7 percent), and Balkan scotch pine (11.7 percent).

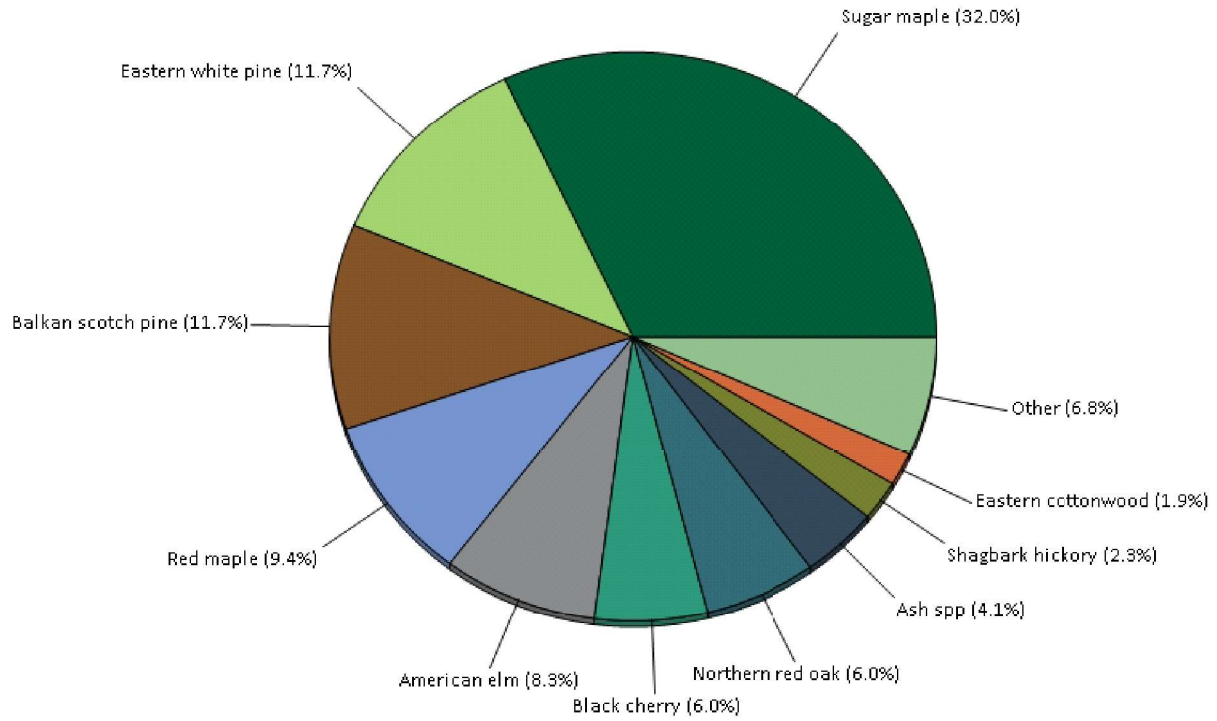


Figure 1. Tree species composition in Kirtland Hills Village Community Forest

The overall tree density in Kirtland Hills Village Community Forest is 156 trees/acre (see Appendix III for comparable values from other cities).

Cobenefit Calculator

City Forest Preservation Co-Benefits Quantification Tool for the Northeast Climate Zone

This document and all sheets ©City Forest Credits 2017-2022. All rights reserved

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 m² 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.

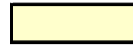
Steps

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.

This copy assigned to Western Reserve Land Conservancy. Proprietary and confidential CFC information. Do not forward to third parties without CFC permission.

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 (%)	61%	19%	80%	20%	100%
Area (sq miles)	0.061	0.019	0.080	0.020	0.10
Area (m2)	159,081	48,594	207,675	51,597	259,272
Area (acres)	39.31	12.01	51.32	12.75	64.07

This copy assigned to Western Reserve Land Conservancy. Proprietary and confidential CFC information. Do not forward to third parties without CFC permission.

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)	30,622.5	\$64,723.81
Air Quality (t/yr)		
O3	1.1299	\$2,352.44
NOx	0.5055	\$1,052.48
PM10	0.6166	\$2,324.06
Net VOCs	0.0631	\$66.07
Air Quality Total	2.3150	\$5,795.04
Energy (kWh/yr & kBtu/yr)		
Cooling - Elec.	84,234	\$11,801.25
Heating - Nat. Gas	3,356,584	\$46,946.16
Energy Total (\$/yr)		\$58,747.41
Grand Total (\$/yr)		\$129,266.26

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 Area provides numerous health benefits to the local community via the reduction of pollutants and promotion of outdoor recreation. The property is located along a major interstate (I-90), and the trees protected for the Kirtland Hills Community Forest Preservation project will continue to screen pollutants from this highly-trafficked road. Protecting the forest that is upland from streams including adjacent Kellogg Creek, a tributary to the Grand River Watershed, will reduce stormwater runoff and protect the water resources from pollutants. Lastly, the protection of this forest will contribute an important natural space to this community, promoting outdoor recreation and healthy lifestyles.

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

Located along a major interstate (I-90), the trees protected for the Kirtland Hills Community Forest Preservation project will continue to screen pollutants from this highly-trafficked road. This forest will serve as a critical buffer between the local community and the risk of ill health effects caused by contaminated air and water resources.

SDG 8 - Decent Work and Economic Growth

Goal: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all

Examples of project activities include, but are not limited to:

- Community participation in project implementation, including such things as providing access to financial resources for ongoing community-based care
- Emphasize local hiring and support small businesses
- Promote local economic opportunities through workforce training, career pathway development, or other employment
- Other

SDG 10 - Reduced Inequalities

Goal: Reduce inequalities within and among countries

Examples of project activities include, but are not limited to:

- Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- Locate project near vulnerable populations, such as children or elderly, to provide air quality improvements or buffer against extreme heat effects
- Locate project in high-density residential areas or where there is a lack of trees to improve access and 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
- Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes
- Protect or plant trees to improve historically or culturally important sites that have been degraded and/or neglected
- Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- Emphasize local hiring and support small businesses
- Research and consider potential for gentrification and displacements
- Promote local economic opportunities through workforce training, career pathway development, or other employment
- Other

Located along a major interstate (I-90), the trees protected for the Kirtland Hills Community Forest Preservation project will continue to screen pollutants from this highly-trafficked road. This forest will serve as a critical buffer between the local community and the risk of ill health effects caused by contaminated air and water resources.

SDG 11 - Sustainable Cities and Communities

Overall: Make cities inclusive, safe, resilient, and sustainable.

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
- Locate project near high volume roads to screen pollutants
- Locate project near vulnerable populations, such as children or elderly
- 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
- Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- Design project to improve wellness and mental health, such as planting trees to buffer sounds, optimize biodiversity, optimize views from buildings, or create nature experiences
- Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- 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
- Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- Other

The property is located in the Village of Kirtland Hills and surrounds the site of its Village Hall. Therefore, the project will provide increased access for outdoor recreation. The potential future addition of a trail system to forested area will encourage Village residents to interact with nature and pursue active lifestyles. Protecting the habitat will reduce air pollutants that reach the Grand River, buffer the high-volume road (I-90) that runs along the southern boundary of the property, and provide shade for the stream that runs from the property to the Grand River.

SDG 12 - Responsible Production and Consumption

Goal: Ensure sustainable consumption and production patterns

Examples of project activities include, but are not limited to:

- Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- Other

The trees protected within this Project Area are located in the Village of Kirtland Hills and surround the site of its Village Hall. These trees provide critical shade to this important public space, reducing temperatures and improving the quality of life for both wildlife and human residents.

SDG 13 - Climate Action

Goal: Take urgent action to combat climate change and its impacts.

Examples of project activities include, but are not limited to:

- Plant or protect trees to reduce or remove air pollutants
- Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- Promote community capacity for social and climate resilience by engaging local residents or users in tree management, or other events to connect people to the project
- Reflect cultural traditions and inclusive engagement for climate resilience
- Design project to improve soil health
- Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- Plant or protect trees to reduce stormwater runoff
- Select water-efficient trees for climate zone and drought resistance
- Create and/or enhance wildlife habitat
- Other

The Project Area is located along a major interstate (I-90), therefore the trees serve to reduce air pollutants and protect the Village residents from this exposure. The trees also provide a buffer between the high-traffic road and stream leading to the Grand River, a critical tributary to Lake Erie. By providing shade to a highly developed community, this habitat also serves to reduce heat effects. Without protection, development of the site would impact water quality of the Kellogg Creek and downstream Watershed and would contribute to increased stormwater runoff and groundwater contamination.

SDG 14 - Life Below Water

Goal: Conserve and sustainably use the oceans, seas and marine resources for sustainable development.

Examples of project activities located in areas with marine ecosystems include, but are not limited to:

- Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- Plant or protect trees in project areas to reduce stormwater runoff
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- Prevent soil erosion into by protecting 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
- Enhance wildlife habitat, such as riparian habitat for fish, birds, and other animals
- Other

Located along a major interstate (I-90), the trees protected for the Kirtland Hills Community Forest Preservation project will continue to screen pollutants from this highly-trafficked road. These trees will also intercept stormwater on its way to the Kellogg Creek, a tributary to the Grand River which flows through the property, filtering it and reducing runoff effects. Therefore, this forest will serve as a critical buffer between the local community and the risk of ill health effects caused by contaminated air and water resources.

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

These trees protected as part of the Kirtland Hills Community Forest Preservation project will intercept stormwater on its way to the Kellogg Creek, a tributary to the Grand River which flows through the property. By filtering these water resources and reducing runoff effects, this protected forest will improve the quality of habitat for both land- and water-dwelling creatures and contribute to healthy biodiversity.

SDG 17 - Partnerships for the Goals

Overall: Strengthen the means of implementation and revitalize the global partnership for sustainable development.

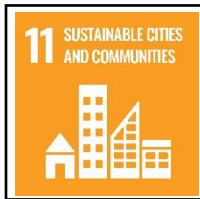
Examples of project activities include, but are not limited to:

- Promote community connections and capacity for social resilience by engaging local residents or users in tree management, or other events to connect people to the project
- Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- Other

Summary of Project Social Impacts



The Project Area provides numerous health benefits to the local community via the reduction of pollutants and promotion of outdoor recreation. The property is located along a major interstate (I-90), and the trees protected for the Kirtland Hills Community Forest Preservation project will continue to screen pollutants from this highly-trafficked road. Protecting the forest that is upland from streams including adjacent Kellogg Creek, a tributary to the Grand River Watershed, will reduce stormwater runoff and protect the water resources from pollutants. Lastly, the protection of this forest will contribute an important natural space to this community, promoting outdoor recreation and healthy lifestyles.



The property is located in the Village of Kirtland Hills and surrounds the site of its Village Hall. Therefore, the project will provide increased access for outdoor recreation. The potential future addition of a trail system to forested area will encourage Village residents to interact with nature and pursue active lifestyles. Protecting the habitat will reduce air pollutants that reach the Grand River, buffer the high-volume road (I-90) that runs along the southern boundary of the property, and provide shade for the stream that runs from the property to the Grand River.



The Project Area is located along a major interstate (I-90), therefore the trees serve to reduce air pollutants and protect the Village residents from this exposure. The trees also provide a buffer between the high-traffic road and stream leading to the Grand River, a critical tributary to Lake Erie. By providing shade to a highly developed community, this habitat also serves to reduce heat effects. Without protection, development of the site would impact water quality of the Kellogg Creek and downstream Watershed and would contribute to increased stormwater runoff and groundwater contamination.



