

REAL PROPERTY TRANSFER TAX  
NO TRANSFER NECESSARY

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FEE\$ Exempt  
Frank J. Gilha, County Auditor  
BY: Mary Betha

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

This Grant of Conservation Easement and Covenant for Stewardship Fees (this “Grant” or this “Conservation Easement”) is made by Russell Township Park District (“Grantor”), a park district formed under the authority of Chapter 1545 of the Ohio Revised Code, to Western Reserve Land Conservancy (“Grantee”), an Ohio nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of one parcel of real property measuring approximately 53.2803 acres in area, located on Hemlock Road in Russell Township, Geauga County, Ohio (the “Protected Property”), known as being a portion of permanent parcel number 26-119100 and legally described in Exhibit A and further described and depicted in a Baseline Documentation Report designated Exhibit B, both attached hereto and made a part hereof; and

**WHEREAS**, Grantor desires to grant a “conservation easement”, as that term is defined in ORC Section 5301.67, to Grantee over the Protected Property; 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**, Grantor is a park district formed under Chapter 1545 of the ORC and was established May 10, 1984 with the full authority given to such park districts under law; and

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

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

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

**WHEREAS**, the Protected Property is located contiguous to two properties that are permanently protected by Grantee totaling 21 acres and within one (1) mile of thirteen other such properties totaling 315 acres thereby creating a significant opportunity to connect those properties and the Protected Property to establish a corridor of preserved properties in this area of recent moderate to high development pressure; 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 Russell Township, Ohio and Geauga County by operating the Protected Property as a Passive and Limited Active Use Public Park (as hereinafter defined), and (c) preventing the use or development of the Protected Property contrary to the mission of Grantor's park commission to preserve, conserve and protect the natural features of Russell Township, Ohio (the "**Park District Mission**"); and

**WHEREAS**, "**Passive and Limited Active Use Public Park**" means a park that is operated for both (a) Passive Park Uses, including uses and management practices which (i) maintain and enhance environmental quality, (ii) provide sanctuary for native plants and animals, (iii) avoid significant degradation of soils, wildlife, plant habitats and water quality by use of vegetative buffers along streams and wetlands, and (iv) limit physical alteration of the Protected Property to the creation and maintenance of trails and the Future Improvements, and (b) Limited Active Park Uses, including (i) organized and recreational field sports (i.e. soccer, lacrosse, field hockey, cricket, bocce and tether ball, etc.) that do not require the construction of specialized fields, courts or other artificial surfaces, (ii) playgrounds and play areas with children's play structures and equipment common in local community parks, (iii) meeting and gathering spaces (i.e. pavilions, gazebos, and other small enclosures without foundations), and (iv) bicycling and horseback riding paths and trails, as well as those activities not otherwise restricted by Section 4 hereof; 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**, 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 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 Section 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 pursuant to the Park District Mission as scenic, natural, and open areas, and as habitat for plants and wildlife and as a Passive and Limited Active 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.

**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 and Limited Active Use Public Park in order to preserve and foster outdoor recreation and education of the general public.

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

**1. General Reserved Rights.**

- (a) Ordinary Rights and Privileges of Ownership. Grantor reserves all ordinary rights and privileges of ownership, including the right to sell and lease the Protected Property, as well as the right to continue the use of the Protected Property for all purposes consistent with the Conservation Purposes not destructive of Conservation Values, and not expressly prohibited or conditioned hereunder; provided that nothing contained in this Conservation Easement shall relieve Grantor of any obligation with respect to the Protected Property or restrictions on the use of the Protected Property imposed by law. Grantor reserves the right to engage in all acts or uses on the Protected Property that are not prohibited by governmental statute or regulation, are not expressly prohibited or conditioned herein, and are not inconsistent with the Conservation Purposes.
- (b) Use of Fertilizers and Herbicides. Grantor reserves the right to use natural and chemical fertilizers and herbicide controls on the Protected Property; provided such use is in compliance with all applicable federal, state and local statutes and regulations, but only to the extent such use does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes.
- (c) Tree Planting. Grantor reserves the right to plant anywhere on the Protected Property a diversity of native or non-invasive species of trees, shrubs and herbaceous plant materials in a manner that does not have an adverse impact on the Conservation Values of the Protected Property and is otherwise consistent with the Conservation Purposes. Provided, also, the Grantor will not introduce into the Protected Property any plant species as defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. The Grantor may reseed disturbed areas with high quality, certified weed-free seed that is commonly used and that is acceptable to the natural resource agencies in the State of Ohio.
- (d) Tree Removal. 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 subsection 4(c); provided, however, that any such removal does not impair significant conservation interests as described in the IRC.

**2. Major Reserved Rights.**

- (a) Future Improvements. Notwithstanding anything to the contrary contained in this Grant, Grantor and Grantee agree that Grantor shall be permitted to construct non-residential structures and associated improvements typically used in parks, such as, but not limited to, pavilions, gazebos, parking areas, roads for access to parking areas and for management and maintenance activities, restroom facilities, informational and educational kiosks, benches, walking trails (paved or unpaved), fencing, landscaping and lawns (collectively, the “Future Improvements”). The Future Improvements may be constructed and thereafter maintained (including mowing of the lawns), remodeled or expanded anywhere on the Protected Property; provided that at no time shall the aggregate of all Future Improvements, other than the drives, roads and parking area, exceed five (5%) per cent of the total lot area of the Protected Property, and the siting of the Future Improvements is such that the removal of trees is only necessary with respect to the construction or maintenance of roads, fences, trails or paths. Additionally, the structures and improvements allowed as Future Improvements shall not include those structures and improvements that involve the installation of infrastructure and facilities to accommodate active sports or organized events (such as baseball diamonds, tennis and basketball courts and ice rinks) which would impede upon and restrict general passive uses of the Protected Property.
- (b) Agricultural Uses. Notwithstanding anything to the contrary contained in this Grant, Grantor reserves the right to conduct all lawfully permitted manner of non-commercial agricultural use of the Protected Property in furtherance of educational and other Park District Mission purposes, including, but not limited to:
- (i) the construction, maintenance, repair and restoration of paths and fences;
  - (ii) the installation, maintenance and repair of drainage tiles and swales, including grass waterways, and the right to repair, maintain and install drainage systems including catch basins, drainage fields, and the like within the Protected Property;

- (iii) the right to spread manure, to remove trees, grass or other vegetation for agricultural uses;
- (iv) the right to place soil or fill or to excavate or change the general topography of portions of the Protected Property as reasonably necessary or desirable for agricultural uses, including the creation of new ponds, so long as such excavation and topography manipulation does not interrupt the flow of existing natural water courses;
- (v) the right to perform routine haying, maintenance, landscaping, horticultural activities and upkeep;
- (vi) the right to construct fences and temporary agricultural structures, such as run-in sheds and hoop houses, and once constructed, such temporary agricultural structures may be maintained, repaired and restored; and
- (vii) the right to keep horses and livestock for agricultural and educational activities.

Provided, however, in exercising the rights described above, Grantor shall take reasonable measures to limit the impact on the Conservation Values of the Protected Property and conduct such uses and activities in a manner that will remain consistent with the Conservation Purposes of this Grant and the Park District Mission.

- (c) Limited Active Park Uses. Notwithstanding the other provisions of this Grant to the contrary, in addition to the Passive Park Uses described herein, the Protected Property may be used for limited active uses that are consistent with the purpose and intent of this Grant and that do not adversely affect the Conservation Values or impede the public's enjoyment of the passive natural resources contained thereon. Specifically, the Protected Property may be used for limited active uses such as field sports (i.e. soccer, lacrosse, field hockey, cricket, bocce, etc.), bicycling, cross-country skiing, lawn tennis, Frisbee golf, tether ball and horseback riding (the "Limited Active Park Uses").

3. Notice of Exercise of Reserved Rights. Grantor agrees to notify Grantee, in writing, before exercising any Major Reserved Right reserved by Grantor in Section 2 of this Grant, specifically the construction or expansion of new structures and the conversion of use to agricultural, which shall be subject to Grantee's approval or withholding of approval pursuant to Section 7, below.



4. Use Restrictions.

(a) Structures; Signs.

(i) Structures. Except for the Future Improvements, and except as may otherwise be provided in this Grant, no residential, commercial, governmental or industrial structures, except those owned and operated by Grantor and generally associated with park district activities and related to the Park District Mission, shall be constructed 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 and limited active 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 immediately after same.

(b) Waste Disposal. Except for leaves, mulch, wood chips and other similar materials typically used in the creation of compost (collectively, the “Compost Materials”) generated on the Protected Property or for Compost Materials brought onto and used exclusively on the Protected Property for landscaping purposes in a manner compatible with the Conservation Purposes, there shall be no (i) dumping of Compost Materials or of soil, trash, garbage, waste, or other unsightly or offensive material; (ii) placement of underground storage tanks; or (iii) application, storage, or placement of raw, untreated municipal, commercial or industrial sewage sludge or liquid generated from such sources on the Protected Property.

(c) Filling or Excavation. Except as may otherwise be provided in this Grant, there shall be no fillings, excavations, construction of roads or other changes in the general

topography of the Protected Property in any manner except the installation, maintenance or repair and replacement of existing and permitted low-impact, pervious or impervious 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 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 subsection 4(c) shall be otherwise consistent with the Conservation Purposes of this Grant.

- (d) Oil and Gas Exploration. Except as otherwise may be permitted in this Grant, there shall be no drilling for oil, gas or similar substances from on the surface of the Protected Property. Notwithstanding the preceding prohibition, however, nothing herein shall prohibit the Protected Property from being leased or otherwise committed as part of a drilling unit for oil and gas production, so long as any such lease or other commitment does not authorize or provide for activities that will impact the surface of the Protected Property in any manner that is inconsistent with the terms of this Grant, regardless of whether such impacts are temporary or permanent in nature.
- (e) Habitat Disturbance. Except as otherwise permitted in this Grant, Grantor shall not cut down, remove or destroy native trees or other plants.
- (f) Power Lines or Communications Towers. Except for utility lines necessary for structures, uses and activities permitted on the Protected Property and as may be permitted by utility easements of record at the time of this Grant, there shall be no power transmission lines or communications towers erected on the Protected Property and no interests in the Protected Property shall be granted for such purpose.
- (g) 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.

- (h) Limitation on Motor Vehicles. No motorized vehicles shall be operated on the Protected Property except in the confines of the driveways and parking areas included in the Future Improvements and for pickup trucks, tractors, and non-recreational all-terrain vehicles that are used in connection with maintenance, monitoring and management activities. Any permitted use of motorized vehicles on the Protected Property shall be in such a manner so as not to cause rutting or other damage to the surface of the Protected Property that could create a potential for erosion or contribute to other adverse impacts to the Conservation Values.
  - (i) 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.
  - (j) Subdivision. Except as may be otherwise provided in this Grant, without the prior consent of Grantee, the parcel presently constituting the Protected Property shall not be divided or subdivided and any transfer of the Protected Property must include the entire parcel.
  - (k) 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 Grantors' written request therefor. In the case of withholding of approval, Grantee shall notify Grantors in writing with reasonable specificity of the reasons for withholding of Approval, and the conditions, if any, on which approval might otherwise be given. Failure of Grantee to respond in writing within such sixty (60) days shall be deemed to constitute written approval by Grantee of any request submitted for approval that is not contrary to the express restrictions hereof.

(a) **Approval by Grantee of Certain Uses or Activities.** Grantors' exercise of the Major Reserved Rights under Section 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 subsection 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 activities shall be subject to the prior approval by Grantee of the site for such proposed activity if such activity is likely to have a negative impact on the Conservation Values intended to be protected by this Grant. Grantors shall request any such required 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.

Grantors 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 Section 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 subsection 7(a) or subsection 7(b), and not less than thirty (30) days prior to the commencement of any use or activity approved under subsection 7(a) or 7(b), Grantors agree 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 subsection 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 Grantors' written notice. Nothing in this Section shall diminish or limit Grantor's obligations under Section 17, with respect to Grantors' 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 Section 7 shall be a material breach of this Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle Grantee to such rights or remedies as may be available under this Conservation Easement.

8. **Grantee's Remedies.** In the event of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation *ex parte* if necessary, by way of temporary or permanent injunction, but shall have no right to recover from Grantor any damages to which it may otherwise 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, but shall be entitled to require the restoration of the Protected Property to the condition that existed prior to any such damage, without limiting Grantor's liability therefor. 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 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, however the prevailing party in such action shall be entitled to recover their attorney fees and related expenses.

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; Insurance.** Grantors and Grantee acknowledge and agree that Grantor retains the fee simple ownership of the Protected Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Conservation Easement. Grantor therefore agrees that general liability for risks, damages, injuries, claims or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property ownership. Accordingly, Grantor shall maintain comprehensive general liability insurance coverage on the Protected Property and shall, to the extent of such comprehensive general liability coverage limits, indemnify and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property and not caused by Grantee or its agents, contractors or invitees. Grantor shall 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) endeavors to provide 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 Section 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 Geauga 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 Section 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 subsection 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 Section 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. 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 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 subsection 15(a) (with respect to the allocation of proceeds). The respective rights of Grantor and Grantee set forth in this Section 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, unless such transfer or sale is the result of an exercise or threat to exercise eminent domain. In the event the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the

Fee; provided that any lien securing payment of the Fee shall be subordinate to the lien of any first mortgage on the Protected Property. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Ohio.

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

resolved against the drafting party shall not be employed in the interpretation of this Conservation Easement and any amendment or exhibit hereto.

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

To Grantor:                      The Board of Commissioners of the  
Russell Township Park District  
P.O. Box 28  
Novelty, OH 44072  
Attention: Linda O'Brien, Chairperson  
440-725-2064

With a copy to:                Dale H. Markowitz  
Thrasher, Dinsmore & Dolan  
100 7<sup>th</sup> Avenue, Suite 150  
Chardon, Ohio 44024  
440-285-2242

To Grantee:                      Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, OH 44022  
Attention: President or General Counsel  
440-528-4150

or to such other address as either of the above parties from time to time shall designate by written notice to the other, and the same shall be effective upon receipt if delivered personally or by overnight courier or three business days after deposit in the mail, if mailed. If any deadline under this Conservation Easement falls on a Saturday, Sunday or legal holiday

(which for purposes of this Grant shall not be considered a “business day”), the deadline shall be extended to the next business day.

27. **Effective Date; Mortgage Subordination; Mechanics Liens.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the Official Records of Geauga County, Ohio, after all required signatures have been affixed hereto. Grantor (a) shall cause any mortgage encumbering the Protected Property to be subordinated to this Grant effective as of the date this Grant is so recorded; and (b) hereby represents to Grantee that no material or labor has been furnished to or performed on the Protected Property within the last 90 days that has not been paid for in full. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Conservation Easement.
28. **No Extinguishment Through Merger.** Grantor and Grantee herein agree that (a) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (b) should all or a portion of the fee interest subject to this Conservation Easement and the Conservation Easement, itself, come to be owned by the same owner, such owner as promptly as practicable shall assign this Conservation Easement of record to another holder in conformity with the requirements of Sections 14 and 17 (entitled “Assignment” and “Notice of Proposed Transfer”, respectively). The instrument of assignment shall refer to the provisions of this paragraph, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.
29. **Termination of Rights and Obligations.** A party’s rights and obligations under this Conservation Easement terminate upon transfer of that party’s interest in this Conservation Easement or in the Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.
30. **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, 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 14<sup>th</sup> day of December, 2016.

**GRANTOR:**

**RUSSELL TOWNSHIP PARK  
DISTRICT**

By: Linda J. O'Brien  
Linda J. O'Brien

Its: Commissioner and Chairperson

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

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named Board of Commissioners of the Russell Township Park District, by Linda J. O'Brien, its Chairperson, who acknowledged that she did execute the foregoing instrument and that the same is her own free act and deed as such representative and the free act and deed of Grantor.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal this 14<sup>th</sup> day of December, 2016.

Thomas J. Bluff  
Notary Public



Instrument prepared by:  
Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, Ohio 44022  
(440) 528-4150

**ACCEPTANCE**

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

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Acceptance this 14th day of December, 2016.

**GRANTEE:**

**WESTERN RESERVE LAND CONSERVANCY**

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

STATE OF OHIO                    )  
  )   SS:  
COUNTY OF CUYAHOGA        )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named Western Reserve Land Conservancy by Robert B. Owen, its Assistant Secretary, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representative and the free act and deed of Grantee.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal this 14th day of December, 2016.

[Signature]

Notary Public



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

**EXHIBIT A**

**Legal Description**

**Situated in the Township of Russell, County of Geauga, and State of Ohio and known as being a part of Original Russell Township Lot No. 14, Tract 3, and further being known as part of land conveyed to Modroo Real Estate, LLC (PPN 26-119100) by deed recorded in Volume 1854, Page 95 of Geauga County Deed Records, further bounded and described as follows:**

**Beginning at a 5/8 inch iron pin found at the intersection of the Easterly right of way of Hemlock Road, 60 feet wide, and the Southerly right-of-way of Music Street, (width varies) said point lying South 88° 34' 56" West, along said Southerly right-of-way of Music Street, a distance of 238.01 feet from the Northwest corner of Sublot no. 1 in the Cothelstone Subdivision as shown by plat recorded in Volume 36, Page 4-5 of Geauga County Plat Records (reference a 5/8 inch iron pin (ID Gerson) found 0.10 feet north);**

**Thence North 22° 49' 11" West a distance of 32.22 feet to a point at the intersection of the centerlines of said Hemlock Road and Music Street;**

**Thence South 45° 46' 41" West, along said centerline of Hemlock Road, a distance of 844.52 feet to the Principal Place of Beginning of the premises herein intended to be described;**

**Course I: Thence South 44° 04' 39" East (creating a new line) and passing through a 5/8 inch iron pin set at 30.00 feet, a total distance of 1273.30 feet to a point on the Westerly line of Sublot No. 4 of said Cothelstone Subdivision;**

**Course II: Thence South 1° 09' 53" East, along the Westerly lines of Sublot Nos. 4 and 5 of said Cothelstone Subdivision, a distance of 814.98 feet to a 5/8 inch iron pin found (I.D. Gerson) on the Northerly line of Block C in the Emerald Lake Subdivision No. 2 as shown by plat recorded in Volume 20, Page 145-150 of Geauga County Plat Records, said pin also being on the shared line of Lot No. 14 (Russell Township) and Lot No. 15 (Village of South Russell);**

**Course III: Thence South 86° 28' 12" West, along said Northerly line of said Block C in the Emerald Lake Subdivision No. 2, also being said shared line of Lot No. 14 (Russell Township) and Lot No. 15 (Village of South Russell) a distance of 76.76 feet to a 5/8 inch iron pin found at the Northwesterly corner thereof;**

**Course IV: Thence South 88° 29' 14" West, along the Northerly line of the Recreational Area in the Country Estates No. 2 Subdivision as shown by plat recorded in Volume 10, Page 69-70 of Geauga County Plat Records, and along the Northerly line of Sublots 174 through 180 of the Chagrin Heights Subdivision as shown by plat recorded in Volume 3, Page 7, a portion also being said shared line of Lot No. 14 (Russell Township) and Lot No. 15 (Village of South Russell), a distance of 1691.23 feet to a 5/8 inch iron pin set at the Southeasterly corner of land conveyed to Mary Ellen Tomko (PPN 26-195000) by deed recorded in Volume 2021, Page 1545 of Geauga County Deed Records;**

**Course V: Thence North 1° 15' 51" West (correcting the line per Volume 1854, Page 96) along the Easterly line of land so conveyed to Mary Ellen Tomko, and passing through a 5/8 inch iron pin found at 881.72 feet, a total distance of 917.67 feet to a point in the centerline of said Hemlock Road;**

**Course VI: Thence North 45° 46' 41" East, along said centerline of Hemlock Road, a distance of 1235.18 feet to the Principal Place of Beginning and containing 53.2803 acres of land (52.4202 acres excepting the areas within the right-of-way of said Hemlock Road) as surveyed, calculated and described on November 1, 2016 by Rudy E. Schwartz, P.S. 7193 be the same more or less, but subject to all legal highways and easements of record. Bearings used herein refer to an assumed meridian and are intended to indicate angles only. All 5/8 inch iron pins set are I.D. Schwartz 7193.**



## Western Reserve Land Conservancy

land - people - community

### **EXHIBIT B**

#### Baseline Documentation Report

#### **MODROO PROPERTY**

in

Russell Township, Geauga County, Ohio

Report Prepared By: Sarah Kitson  
Date of Site Visit: October 3, 2016  
Date Finalized: December 5, 2016

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## **SECTION 1: INTRODUCTION**

### **1.1 PURPOSE**

This Baseline Documentation Report (BDR) is being prepared as an exhibit to the Conservation Easement. 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 Conservation Easement. The BDR is used by the Grantor and Grantee primarily for monitoring and enforcing the terms of the Conservation Easement.

Western Reserve Land Conservancy has a standard practice of preparing BDRs for Conservation Easements. 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 Conservation Easement. The BDR site visit and completion of the BDR document is done as close to recording of the Conservation Easement as possible. The BDR is created and kept in the course of Western Reserve Land Conservancy's regularly conducted business, and it is the organization's practice to create and maintain the BDR as one of its records.

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

### **1.2 STATEMENT OF QUALIFICATIONS**

Western Reserve 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, 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 Conservation Easement is referred to by the property name referenced on the title page or as the "Protected Property".

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

The Protected Property will be encumbered by a Conservation Easement granted by the Grantor. Russell Township Park District will purchase the Protected Property using funds dedicated to park land acquisition with the addition of private donations. Russell Township Park District will then donate the Conservation Easement to Western Reserve Land Conservancy.

**SECTION 2: GRANTOR INFORMATION**

Grantor: The Board of Commissioners of the Russell Township Park District

Address: P.O. Box 28, Novelty, OH 44072

**SECTION 3: PROPERTY REPRESENTATIVE CONTACT INFORMATION**

Role: The Board of Commissioners of the Russell Township Park District

Name: Linda O'Brien, Commissioner and Chairperson

Address: P.O. Box 28, Novelty, OH 44072

Phone: 440.725.2064

**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: 53.2803 (See the Property Identification map.)

County: Geauga

Municipality: Russell Township

Protected Property Address: Hemlock Road, Chagrin Falls, OH 44022

Adjacent to: The Protected Property is adjacent to private property on all sides. A portion of the eastern boundary is adjacent to another Western Reserve Land Conservancy Conservation Easement property known as Ellison West. The northwestern boundary is adjacent to Hemlock Road.

Access Notes: Access the Protected Property from the Hemlock Road frontage south of the residence at 15571 Hemlock Road, Chagrin Falls, OH 44022.

Permanent Parcel: Parcel information for this report was gathered from the legal description for the CE area and the excluded area of the permanent parcel, PPN: 26-119100 (Exhibit A to the Conservation Easement).

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Total Parcel Acres	Acres covered by CE
26-119100	Portion	Hemlock Road	66.7713	53.2803
		<b>Total Acres:</b>	66.7713	53.2803

**SECTION 6: CONSERVATION EASEMENT SUMMARY**

(This Section 6 of the BDR contains a brief summary of portions of the Conservation Easement for quick reference only. This section should never be used to interpret or understand the Conservation Easement. Refer to the Conservation Easement for the details and complete language.)

**6.1 CONSERVATION EASEMENT PURPOSE**

The 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 and Limited Active Use Public Park in order to preserve and foster outdoor recreation and education of the general public.

## **6.2 PARTIAL LIST OF SPECIFIC RESERVED RIGHTS**

(Certain exceptions, restriction, or limitations may apply to specific reserved rights. Refer to the Conservation Easement for details.)

- General Reserved Rights
  - Ordinary Rights and Privileges of Ownership
  - Use of Fertilizers and Herbicides
  - Tree Planting
  - Tree Removal
- Major Reserved Rights
  - Future Improvements
  - Agricultural Uses
  - Limited Active Park Uses

## **6.3 PARTIAL LIST OF SPECIFIC USE RESTRICTIONS**

(Certain exceptions, restriction, or limitations may apply to specific use rights. Refer to the Conservation Easement for details.)

- Structures; Signs
- Waste Disposal
- Filling or Excavation
- Oil and Gas Exploration
- Habitat Disturbance
- Power Lines or Communications Towers
- Manipulation of Water Courses
- Limitation on Motor Vehicles
- Density Yield; Transfer of Development Rights
- Subdivision
- Commercial Recreational Use

## **6.4 SUMMARY OF GRANTEE MONITORING NOTIFICATION REQUIREMENTS**

(Certain exceptions, restriction, or limitations may apply to monitoring notification requirements. Refer to the Conservation Easement for details.)

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 the Conservation Easement; provided that no such notice need be given prior to Grantee entering the Protected Property under emergency circumstances.

## **6.5 PARTIAL LIST OF GRANTOR NOTIFICATION AND APPROVAL REQUIREMENTS**

(Certain exceptions, restriction, or limitations may apply to Grantor notification and approval requirements. Refer to the Conservation Easement for details.)

- Grantor shall give Grantee notice of the proposed transfer of any interest in the Protected Property at least 20 days prior to such transfer.
- Grantor agrees to notify Grantee, in writing, before exercising any Major Reserved Right reserved by Grantor in Section 2 of the Grant, which shall be subject to Grantee's approval or withholding of approval. Grantee's consent is not to be unreasonably withheld, delayed, or conditioned.
- Grantor agrees to request Grantee's approval, in writing, before constructing structures, improvements, or performing other surface disturbing activities, which shall be subject to Grantee's

approval or withholding of approval if likely to have a negative impact on the Conservation Values. Grantee's consent is not to be unreasonably withheld, delayed, or conditioned.

#### **6.6 STEWARDSHIP FEE SUMMARY**

(Certain exceptions, restriction, or limitations may apply to the stewardship fee. Refer to the Conservation Easement for details.)

- The Conservation Easement contains a Stewardship Fee in an amount equal to ten percent (10%) of the full consideration paid, including that portion of such consideration attributable to improvements, unless such transfer or sale is the result of an exercise or threat to exercise eminent domain.

### **SECTION 7: PROTECTED PROPERTY SUMMARY DESCRIPTION**

#### **7.1 LOCATION & SURROUNDING LAND USE**

The Protected Property is located on Hemlock Road in Russell Township in Geauga County, OH. The Chagrin Falls town center is located approximately 1.5 miles to the southwest of the Protected Property. The Protected Property is approximately 3.5 miles north of U.S. Route 422. The Protected Property is within the Chagrin River watershed. Topographically, the flat and gently sloping upland areas of the Protected Property are divided by a small stream flowing southeast through the forested portion of the Protected Property (see Appendix C: Topography map). The topography is characteristic of northeastern Ohio.

The Protected Property exists in an area of high development. The surrounding land use consists of housing developments, small municipalities, and blocks of park land.

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

##### *General Uses*

The Protected Property is currently managed as an agricultural property with a hay field and a wet, forested area along the southern and western boundaries. A mowed trail exists around the perimeter of the hay field.

##### *Forestry*

The forest was selectively timbered in the past. Based on the condition of the remaining stumps, it has been a few decades since the forestry activity took place. The look of the remaining stumps suggests that many of the logged trees were oaks 2.5'-4' in diameter at breast height. No old logging roads were noted during the visit.

##### *Agricultural Activity*

The agricultural field making up the majority of the Protected Property contained hay at the time of the visit.

##### *Wildlife Management*

At the time of the visit, it was evident that hunting activity has been taking place on the Protected Property. Shotgun shells were found in the forest, along with camouflage equipment.

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

The Land Conservancy did not conduct an extensive review of past uses of the Protected Property; however, based on reviewing aerial photography it appears that the uses of the Protected Property have not changed significantly in the last 22 years. The Protected Property has been historically used for agriculture with a forested area left near the southern and western boundaries.

## **SECTION 8: 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.)

### **8.1 RESIDENTIAL AREAS, STRUCTURES, IMPROVEMENTS, AND/OR NOTED FEATURES**

- No residential areas, structures, improvements, or additional features were noted during the visit.

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

- Utility lines extend along the northwestern boundary along Hemlock Road. The utility corridor consists of a maintained grass ditch with a vegetated buffer between the hay field and the ditch.
- A gas line carsonite marker was noted along the Hemlock Road frontage. No other markers were noted. It is unknown whether the line runs along the road Right-of-Way or crosses onto the Protected Property.

### **8.3 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.

### **8.4 ACCESS ROADS & TRAILS**

- A mowed grass trail exists around the perimeter of the hay field and old field (Photo Point 14). This mowed grass trail also cuts through the eastern portion of the Protected Property in some areas. Based on aerial photography, the exact location of the mowed trail varies slightly from year to year.

### **8.5 DUMPS, MAJOR DISTURBANCES, OR ENVIRONMENTAL HAZARDS**

- Two large pieces of reinforced concrete were found placed on the Protected Property along the western boundary (Photo Point 11). They looked as though they were part of a bridge or other foundation.

### **8.6 ENCROACHMENTS**

- No encroachments were noted during the visit.

### **8.7 INVASIVE SPECIES**

- Honeysuckles and multiflora rose were noted throughout portions of the forest in the Protected Property. They were especially prevalent where the canopy was relatively open and along field edges.
- Japanese barberry and myrtle were found sporadically near the southwestern corner of the Protected Property.

### **8.8 MONITORING NOTES**

- The Protected Property is easily accessible from the Hemlock Road frontage. All boundaries are easy to traverse. Some portions of the forest are thick with multiflora rose, but the rose tangles are easy to walk around.

## **SECTION 9: LAND COVER SUMMARY**

The Protected Property encompasses 53.2803 acres in total land area and contains agricultural field, mid-successional hardwood forest, old field, and stream habitats (see Appendix C: Land Cover map). The acres listed below were calculated using GIS and may not match the exact acreage of the Protected Property. Refer to the Appendix C: Soils map for the location of soil types on the Protected Property.

<b>Natural Resource / Land Cover</b>	<b>Description</b>
Agricultural Field	~ 30.7 acres
Mid-Successional Hardwood Forest	~ 13.2 acres
Old Field	~ 8.1 acres
Hemlock Road	~ 0.4 acres ~ 1,100 linear feet
Chagrin River tributaries	~ 1,135 linear feet

## **SECTION 10: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES**

### **Introduction**

On October 4, 2016, Sarah Kitson, Land Steward – Southern and Western Regions for Western Reserve Land Conservancy, and Kendrick Chittock, Project Manager for Western Reserve Land Conservancy, visited the Modroo property for the purpose of establishing a Baseline Documentation Report of the Protected Property. During the site visit, they walked the Protected Property and took photos at the property corners and at other significant locations. The land cover and habitats 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.

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

#### ***Agricultural Fields - (Photo Points 1 and 14)***

The northern portion of the Protected Property contains approximately 30.7 acres of agricultural field. During the visit, hay was being grown throughout this area. Mowed trails exist around the perimeter of the hay field. This portion of the Protected Property is upland.

#### ***Mid-Successional Hardwood Forest - (Photo Points 5-10, and 12-13)***

The southern and western portions of the Protected Property as well as along portions of the northwestern and eastern boundaries contain approximately 13.2 acres of mid-successional mixed hardwood forest. Various oak and maple trees, along with American beech, tulip, and hickory are the dominate hardwood species found in this habitat. Oak species included red, white, swamp white, chestnut, and bur oak. Red, sugar, and Freeman maples were all found during the visit. Most trees are 8”-1.5’ in diameter at breast height (dbh), though occasional large trees were noted including a 3’ dbh American beech. The understory is open in some places with dense multiflora rose and grasses. Poison ivy, goldenrods, Virginia creeper, and beech drops were very common throughout the forest. Topographically low portions of the forest contain buttonbush swamps (Photo Point 7). These areas are found sporadically throughout this habitat area and have mossy hummocks around which water may be up to 2’ deep during wet portions of the year. These areas likely hold water long enough to support amphibian life. A small stream flows northwest through the forest (Photo Point 8).



*Old Field - (Photo Points 3 and 4)*

The approximately 8.1 acres of old field areas are located along the eastern boundary of the Protected Property. This habitat area is adjacent to the current agricultural field and was farmed in the recent past. Goldenrods, asters, clovers, grasses and Indian hemp were common throughout this habitat.

*Chagrin River Tributaries - (Photo Point 8)*

The Protected Property contains approximately 1,135 linear feet of tributaries to the Chagrin River. The unnamed perennial tributary flows from southeast to northwest in the western portion of the Protected Property. The stream banks are approximately 10 feet wide and the substrate is made up of primarily sand and clay. Some gravel, cobble, and a few small boulders were also present. The water was shallow during the visit. The very steep banks had signs of undercutting, suggesting that rain events cause flash flooding of the stream. This could be due to channelization upstream of the Protected Property. The stream has moderate sinuosity throughout the forest.

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, Russell Township Park District, in part for outdoor recreation by and/or the education of the general public. The Protected Property may be used for many forms of passive and limited active use outdoor recreation including miles of trails for hiking and bird watching areas. The Protected Property contains opportunities for education of the general public including the study of unique habitat like old field, forested wetlands, buttonbush swamp wetlands, and approximately 1,135 linear feet of tributaries to the Chagrin River. A Wildlife Habitat Area may be managed by the Russell Township Park District and allows opportunities for habitat restoration including reforestation.

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values that add to the rural/natural character of Russell Township. Hemlock Road provides scenic views of the Protected Property's natural areas. The Protected Property has natural resource conservation value based on its 53.2803 acres of diverse habitat for fish and wildlife including mixed hardwood forest, shrub swamp wetlands, vernal pools, old field habitat, hay field, and high quality tributaries to the Chagrin River. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. The vegetated and forested buffers along the tributaries help control run-off, prevent erosion, and mitigate flooding to downstream properties thus helping to improve water quality in the Chagrin River watershed. Natural areas preservation also promotes groundwater recharge for local aquifers.

**SECTION 11: LIST OF PHOTO POINTS**

(All photos were taken by Kendrick Chittock with a Panasonic Lumix DMC-TS30 digital camera on October 4, 2016.)

1. Looking southeast along the northeastern boundary at the hay field from the northern corner marked with a wooden lath and Hemlock Road.
2. Looking southwest along the northwestern boundary and Hemlock Road from the northern corner marked with a wooden lath.
3. Looking northwest along the northeastern boundary at the old field habitat from the northeastern corner. Note: the buildings in this photo are not on the Protected Property.

4. Looking south along the eastern boundary at the old field and forest from the northeastern corner.
5. Looking north along the eastern boundary from the southeastern corner marked with a survey pin.
6. Looking west along the southern boundary from the southeastern corner marked with a survey pin.
7. Looking west at a buttonbush swamp within the forest habitat area.
8. Looking south upstream at an unnamed tributary to the Chagrin River.
9. Looking north along the western boundary from the southwestern corner.
10. Looking east along the southern boundary from the southwestern corner. Note: the buildings in this photo are not on the Protected Property.
11. Looking west at two large, reinforced concrete blocks on the Protected Property, possibly from a foundation of a bridge or building.
12. Looking south along the western boundary from the northwestern corner marked with a metal pin and Hemlock Road.
13. Looking northeast along the northwestern boundary and Hemlock Road from the northwestern corner marked with a metal pin.
14. Looking south-southeast at the hay field.

#### **SECTION 12: PHOTO POINT COORDINATES**

Coordinate System: Latitude/Longitude (Decimal Degrees)

GPS points were taken on October 4, 2016 using a Trimble Juno 3B Series GPS.

Point Number	Latitude	Longitude
1	41.44298599	-81.36123248
2	41.44298973	-81.36122091
3	41.44060526	-81.35811929
4	41.44060384	-81.35812004
5	41.43830044	-81.35812822
6	41.43826838	-81.35812480
7	41.43877479	-81.36013870
8	41.43866881	-81.36224222
9	41.43825962	-81.36446277
10	41.43824728	-81.36445332
11	41.44001743	-81.36421078
12	41.44082617	-81.36430268
13	41.44083925	-81.36430885
14	41.44094039	-81.36409580

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 13: 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 conservation easement.

**GRANTOR: RUSSELL TOWNSHIP PARK DISTRICT**

  
BY: LINDA O'BRIEN  
COMMISSIONER AND CHAIRPERSON

DATE: December 14, 2016

**GRANTEE: WESTERN RESERVE LAND CONSERVANCY**

  
BY: SARAH KITSON  
LAND STEWARD – SOUTHERN AND WESTERN REGIONS

DATE: 12/14/16

**SECTION 14: PHOTO POINT PHOTOS**



1. Looking southeast along the northeastern boundary at the hay field from the northern corner marked with a wooden lath and Hemlock Road.



2. Looking southwest along the northwestern boundary and Hemlock Road from the northern corner marked with a wooden lath.





3. Looking northwest along the northeastern boundary at the old field habitat from the northeastern corner. Note: the buildings in this photo are not on the Protected Property.



4. Looking south along the eastern boundary at the old field and forest from the northeastern corner.





5. Looking north along the eastern boundary from the southeastern corner marked with a survey pin.



6. Looking west along the southern boundary from the southeastern corner marked with a survey pin.





7. Looking west at a buttonbush swamp within the forest habitat area.



8. Looking south upstream at an unnamed tributary to the Chagrin River.





9. Looking north along the western boundary from the southwestern corner.



10. Looking east along the southern boundary from the southwestern corner. Note: the buildings in this photo are not on the Protected Property.





11. Looking west at two large, reinforced concrete blocks on the Protected Property, possibly from a foundation of a bridge or building.



12. Looking south along the western boundary from the northwestern corner marked with a metal pin and Hemlock Road.





13. Looking northeast along the northwestern boundary and Hemlock Road from the northwestern corner marked with a metal pin.



14. Looking south-southeast at the hay field.

## **APPENDICES**

## APPENDIX A: SOIL TABLE

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

SOIL SYM.	SOIL NAME	SOIL CHARACTERISTICS	ACRES
Ca	Canadice silt loam	The Canadice component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on lake plains. The parent material consists of glaciolacustrine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 6 inches during January, February, March, April, May, June, December. Organic matter content in the surface horizon is about 7 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.	8.130
RsB*	Rittman silt loam, 2 to 6 percent slopes	The Rittman component makes up 85 percent of the map unit. Slopes are 2 to 6 percent. This component is on till plains. The parent material consists of till. Depth to a root restrictive layer, fragipan, is 18 to 36 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 27 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.	0.046
WbA	Wadsworth silt loam, 0 to 2 percent slopes	The Wadsworth component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on till plains. The parent material consists of till. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 18 inches during January, February, March, April, May, June, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria.	0.004
WbB	Wadsworth silt loam, 2 to 6 percent slopes	The Wadsworth component makes up 85 percent of the map unit. Slopes are 2 to 6 percent. This component is on till plains. The parent material consists of till. Depth to a root restrictive layer, fragipan, is 18 to 30 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 18 inches during January, February, March, April, May, June, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.	44.196

- 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
- (\*) Indicates "All areas prime farmland" as identified by the U.S. Department of Agriculture.

## APPENDIX B: NATURAL RESOURCE INVENTORY

### Western Reserve Land Conservancy Species Inventory

Survey Date: October 4, 2016

By: Sarah Kitson, Land Steward – Southern and Western Regions for Western Reserve Land Conservancy, and Kendrick Chittock, Project Manager 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
Fungus	Turkey-tail	<i>Trametes versicolor</i>	
Herbaceous	Clover, white	<i>Trifolium repens</i>	
Herbaceous	Agrimony spp.	<i>Agrimonia spp.</i>	
Herbaceous	Aster spp.	<i>Aster spp.</i>	
Herbaceous	Aster, calico	<i>Aster lateriflorus</i>	
Herbaceous	Aster, New England	<i>Floerkea proserpinacoides</i>	
Herbaceous	Beechdrops	<i>Epifagus virginiana</i>	
Herbaceous	Boneset, common	<i>Eupatorium perfoliatum</i>	
Herbaceous	Bunchberry	<i>Cornus canadensis</i>	Creeping dogwood
Herbaceous	Cattail, broad-leaved	<i>Typha latifolia</i>	NATIVE
Herbaceous	Clover, red	<i>Trifolium pratense</i>	
Herbaceous	Dock, curly	<i>Rumex crispus</i>	
Herbaceous	Fern, Christmas	<i>Polystichum acrostichoides</i>	
Herbaceous	Fern, grape	<i>Botrychium spp.</i>	
Herbaceous	Fern, New York	<i>Thelypteris noveboracensis</i>	
Herbaceous	Fern, sensitive	<i>Onoclea sensibilis</i>	
Herbaceous	Fern, wood	<i>Dryopteris spp.</i>	
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>	
Herbaceous	Goldenrod, bluestem	<i>Solidago caesia</i>	
Herbaceous	Goldenrod, Canada	<i>Solidago canadensis</i>	
Herbaceous	Goldenrod, wrinkle-leaved	<i>Solidago rugosa</i>	Goldenrod, rough leaved
Herbaceous	Heal-all	<i>Pernela vulgaris</i>	Self-heal, Allheal
Herbaceous	Indian hemp	<i>Apocynum cannabinum</i>	Dogbane
Herbaceous	Ironweed	<i>Vernonia gigantea</i>	
Herbaceous	Japanese barberry	<i>Berberis thunbergii</i>	
Herbaceous	Jewelweed	<i>Impatiens capensis</i>	Touch-me-nots
Herbaceous	Milkweed, common	<i>Asclepias syriaca</i>	
Herbaceous	Nettle, false	<i>Boehmeria cylindrica</i>	

Herbaceous	Nettle, stinging	<i>Urtica dioica</i>	
Herbaceous	Partridgeberry	<i>Mitchella repens</i>	
Herbaceous	Poison ivy	<i>Toxicodendron radicans</i>	
Herbaceous	Pokeweed	<i>Phytolacca americana</i>	Pokeberry
Herbaceous	Queen Anne's lace	<i>Daucus carota</i>	Wild carrot
Herbaceous	Rush, common	<i>Juncus effusus</i>	Soft
Herbaceous	Sedge spp.	<i>Carex spp.</i>	
Herbaceous	Sedge, plantain-leaved	<i>Carex plantaginea</i>	Seersucker sedge
Herbaceous	Smartweed spp.	<i>Polygonum spp.</i>	
Herbaceous	Spotted joe pye weed	<i>Eupatorium maculatum</i>	
Herbaceous	Tearthumb, arrow-leaved	<i>Polygonum sagittatum</i>	
Herbaceous	Vetch spp.	<i>Vicia spp.</i>	
Herbaceous	Virginia knotweed	<i>Polygonum virginianum</i>	Jumpseed
Herbaceous	Wild geranium	<i>Geranium maculatum</i>	
Herbaceous	Woolgrass	<i>Scirpus cyperinus</i>	
Non-vascular	Horsetail spp.	<i>Equisetum spp.</i>	
Non-vascular	Moss spp.		
Shrub	Honeysuckle spp.	<i>Lonicera spp.</i>	
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>	INVASIVE
Shrub	Spicebush	<i>Lindera benzoin</i>	
Tree	American hornbeam	<i>Carpinus caroliniana</i>	Blue beech, musclewood
Tree	Ash spp.	<i>Fraxinus spp.</i>	
Tree	Basswood, American	<i>Tilia americana</i>	
Tree	Beech, American	<i>Fagus grandifolia</i>	
Tree	Cherry spp.	<i>Prunus spp.</i>	
Tree	Cherry, black	<i>Prunus serotina</i>	
Tree	Cucumbertree	<i>Magnolia acuminata</i>	Cucumber magnolia
Tree	Elm spp.	<i>Ulmus spp.</i>	
Tree	Hawthorn spp.	<i>Crataegus spp.</i>	
Tree	Hickory spp.	<i>Carya spp.</i>	
Tree	Hickory, shagbark	<i>Carya ovata</i>	
Tree	Maple, Freeman	<i>Acer freemanii</i>	
Tree	Maple, red	<i>Acer rubrum</i>	
Tree	Maple, sugar	<i>Acer saccharum</i>	
Tree	Oak, bur	<i>Quercus macrocarpa</i>	
Tree	Oak, chestnut	<i>Quercus prinus</i>	
Tree	Oak, red	<i>Quercus rubra</i>	
Tree	Oak, swamp white	<i>Quercus bicolor</i>	
Tree	Oak, white	<i>Quercus alba</i>	



Tree	Walnut, black	<i>Juglans nigra</i>	
Tree	Witch-hazel, American	<i>Hamamelis virginiana</i>	
Vine/briar	Blackberry spp.	<i>Rubus spp.</i>	
Vine/briar	Grape, fox	<i>Vitis labrusca</i>	

Animal Inventory

Type	Common Name	Scientific Name
Bird	Hawk, Sharp-shinned	<i>Accipiter striatus</i>
Bird	Owl, Barred	<i>Strix varia</i>
Bird	Woodpecker, Pileated	<i>Dryocopus pileatus</i>
Mammal	Deer, white-tailed	<i>Odocoileus virginianus</i>
Mammal	Raccoon	<i>Procyon lotor</i>

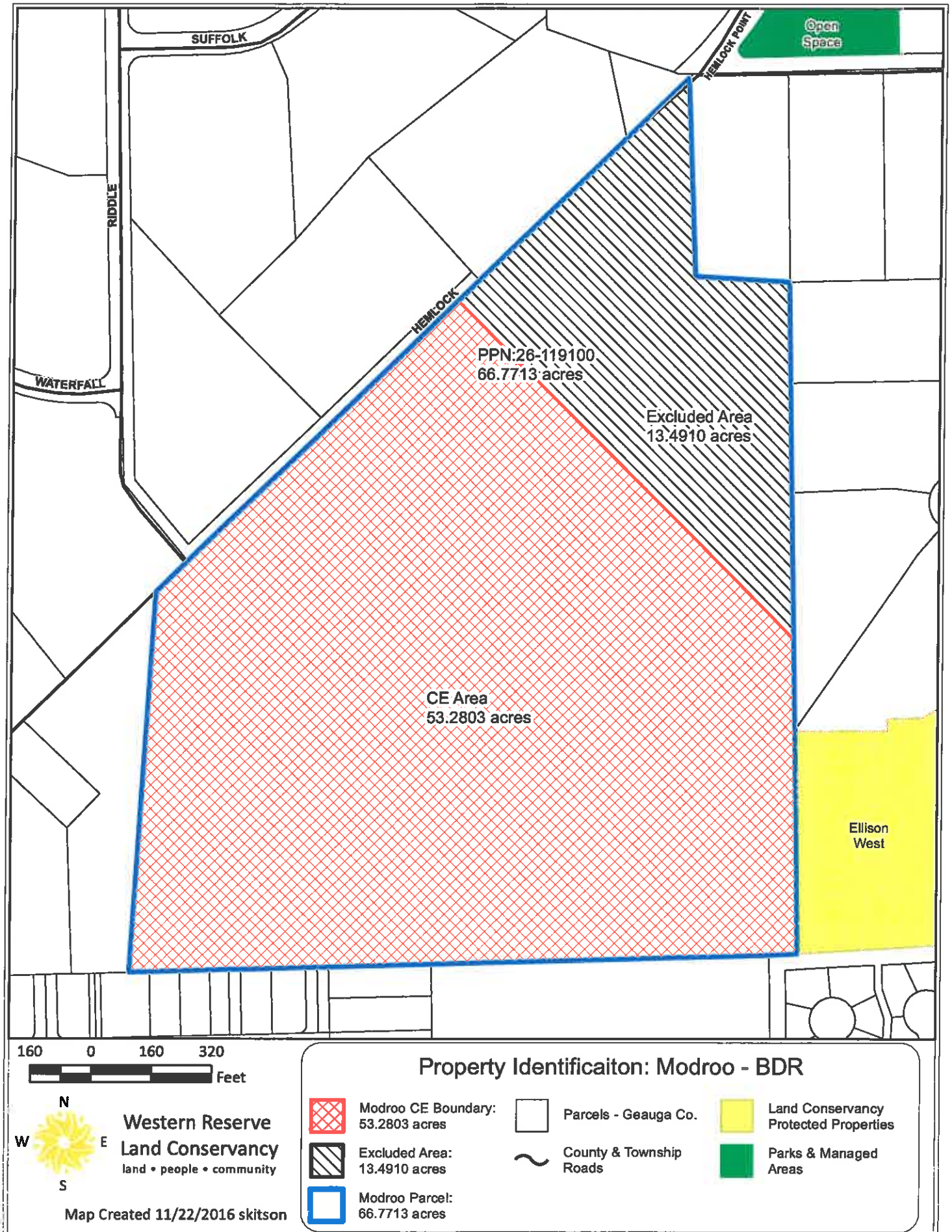
## APPENDIX C: MAPS

### MAP LIST

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

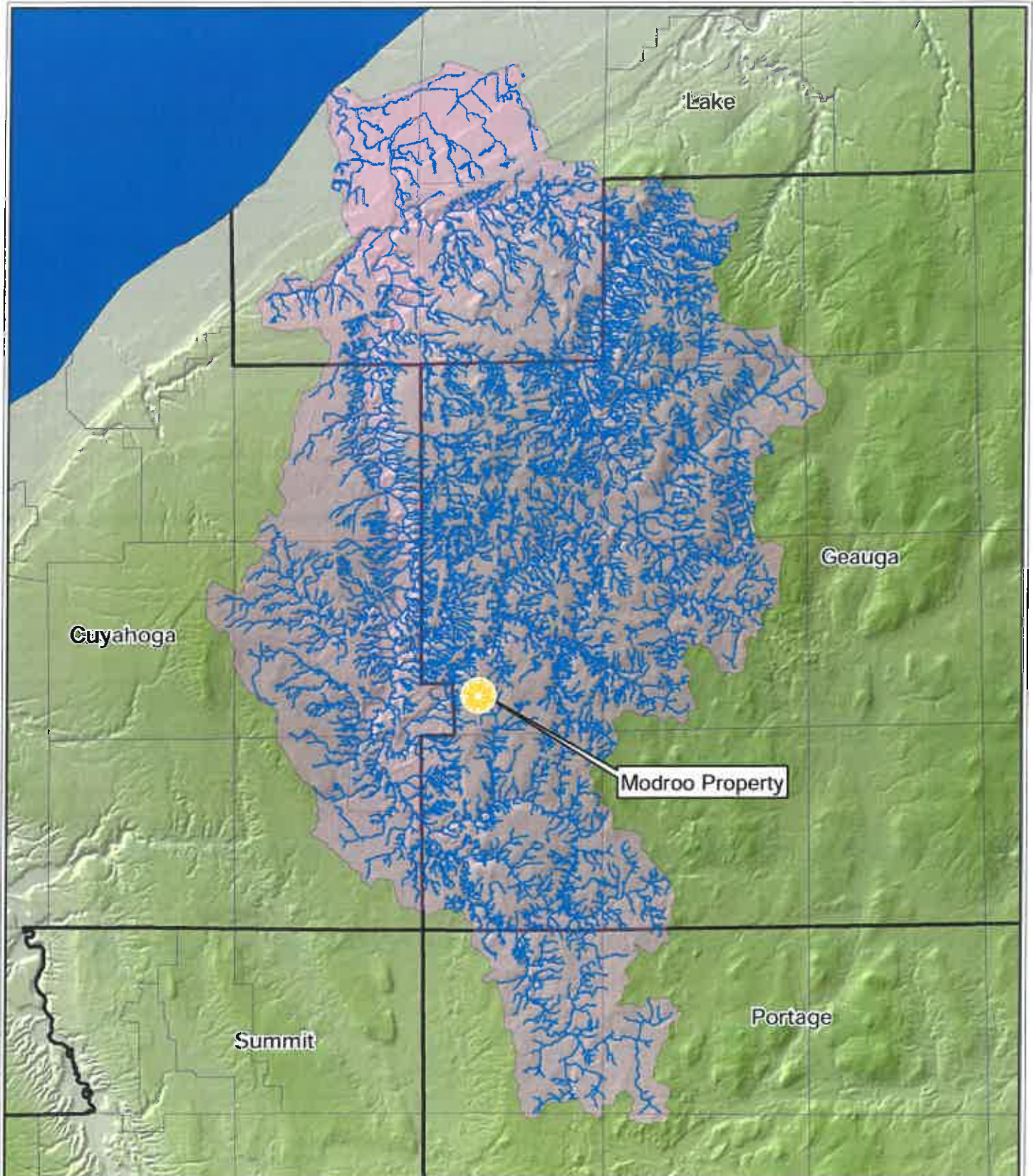
**Disclaimer:** The maps included in this appendix are not legal surveys and should not be construed as such. The maps assist Western Reserve Land Conservancy in its efforts to depict the boundaries of the Conservation Easement, the regional property location, neighboring property boundaries, potential encroachments, areas of reserved and/or excluded rights, habitats, and other important existing conditions and property features related to the terms of the Conservation Easement. 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 G.P.S. and other sources.

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



Map Created 11/22/2016 skitson





2.5 0 2.5 5 Miles



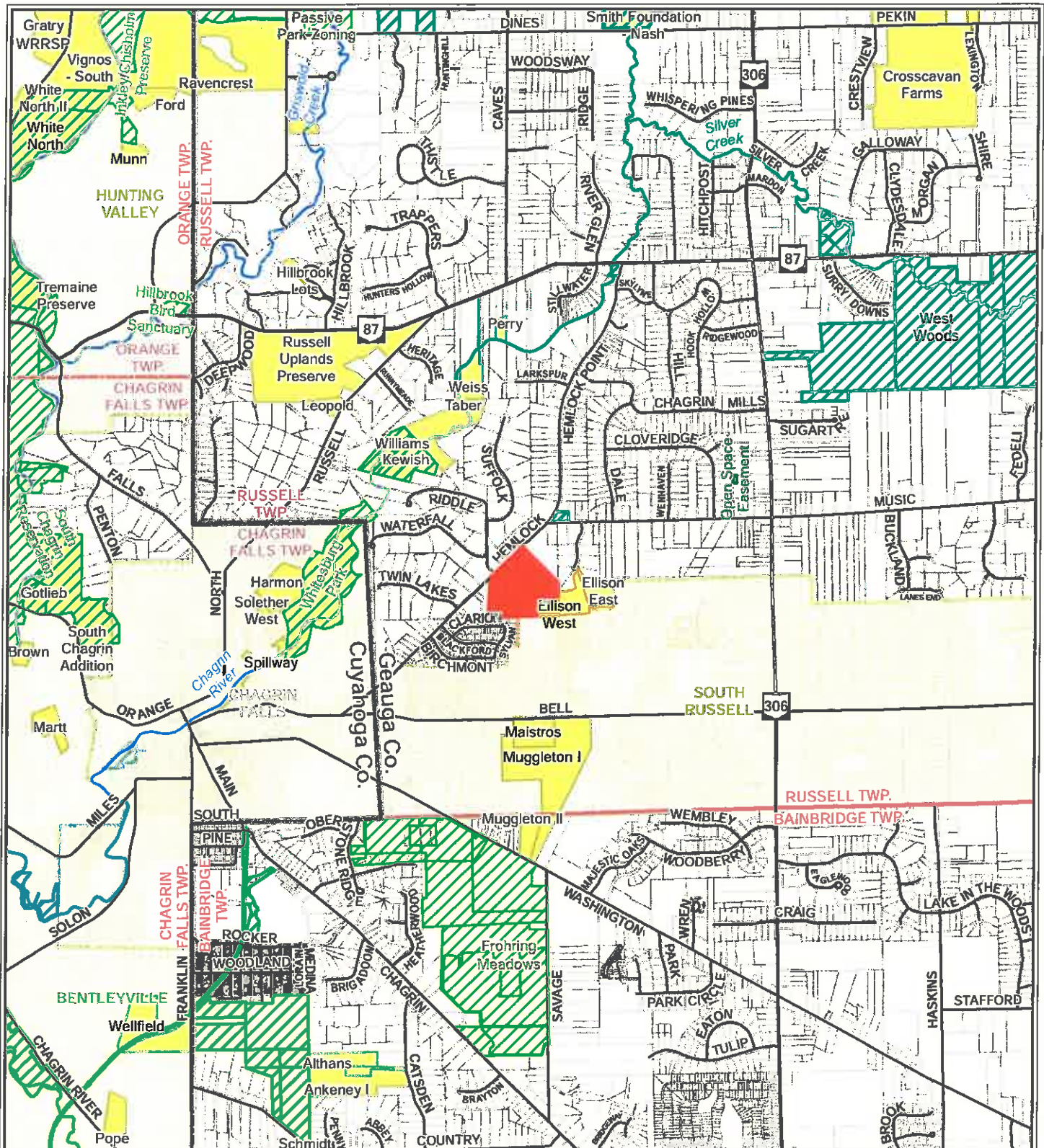
**Western Reserve  
Land Conservancy**  
land • people • community

Map Created 10/6/2016 skitson

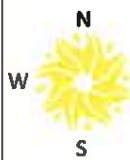
### Watershed Location: Modroo - BDR

- |                                  |           |           |
|----------------------------------|-----------|-----------|
| Chagrin River and Tributaries    | Counties  | Lake Erie |
| Chagrin River Watershed Boundary | Townships |           |





1,700 0 1,700 3,400  
Feet



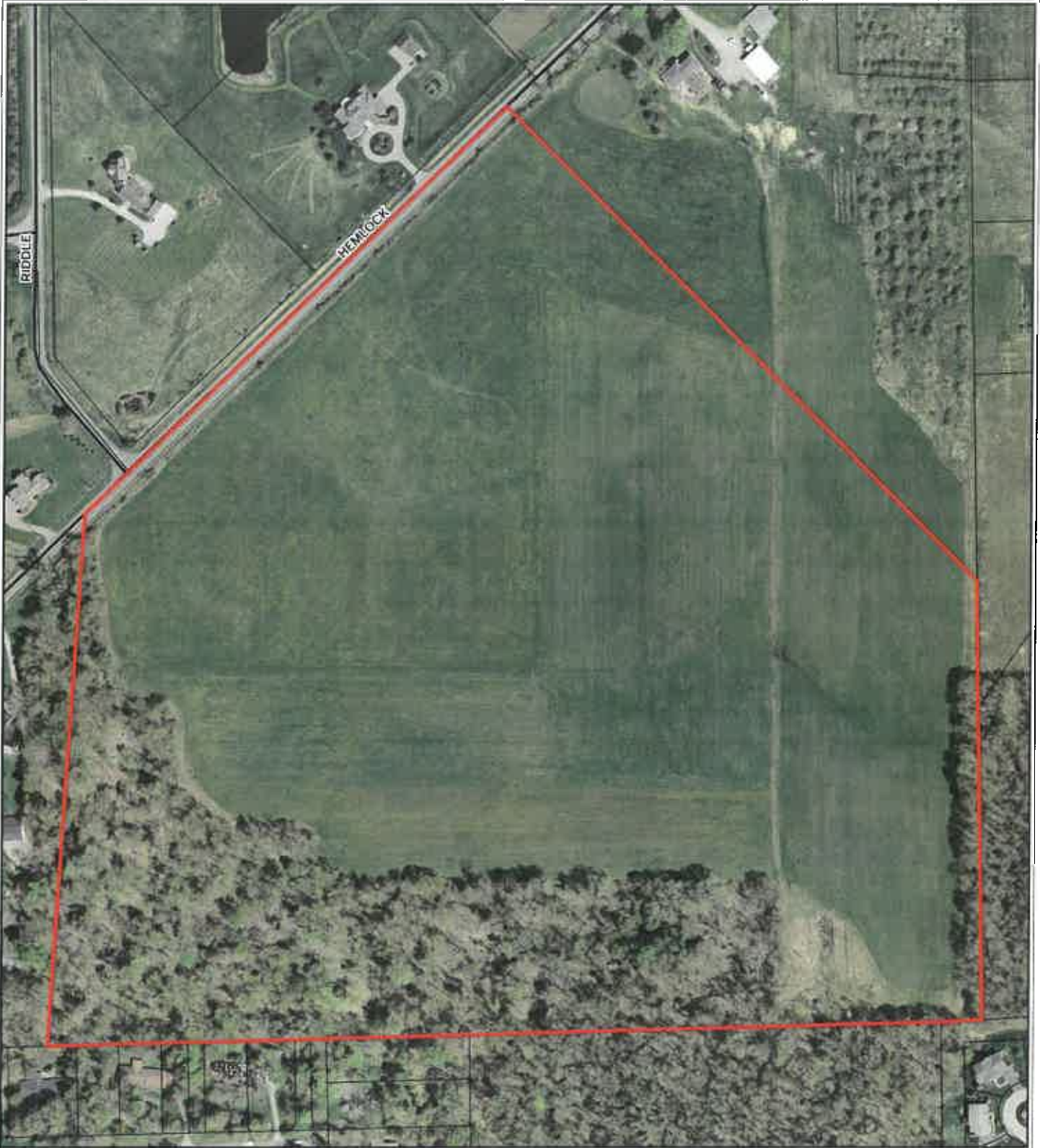
**Western Reserve**  
**Land Conservancy**  
land • people • community

Map Created 11/22/2016 skitson

### Location: Modroo - BDR

- Modroo CE Boundary: 53,280.3 acres
- Parcels
- County Boundaries
- County & Township Roads
- NHD - Streams/Rivers
- County Boundaries
- Township Boundaries
- Parks & Managed Areas
- Land Conservancy Protected Properties
- Municipal Boundaries





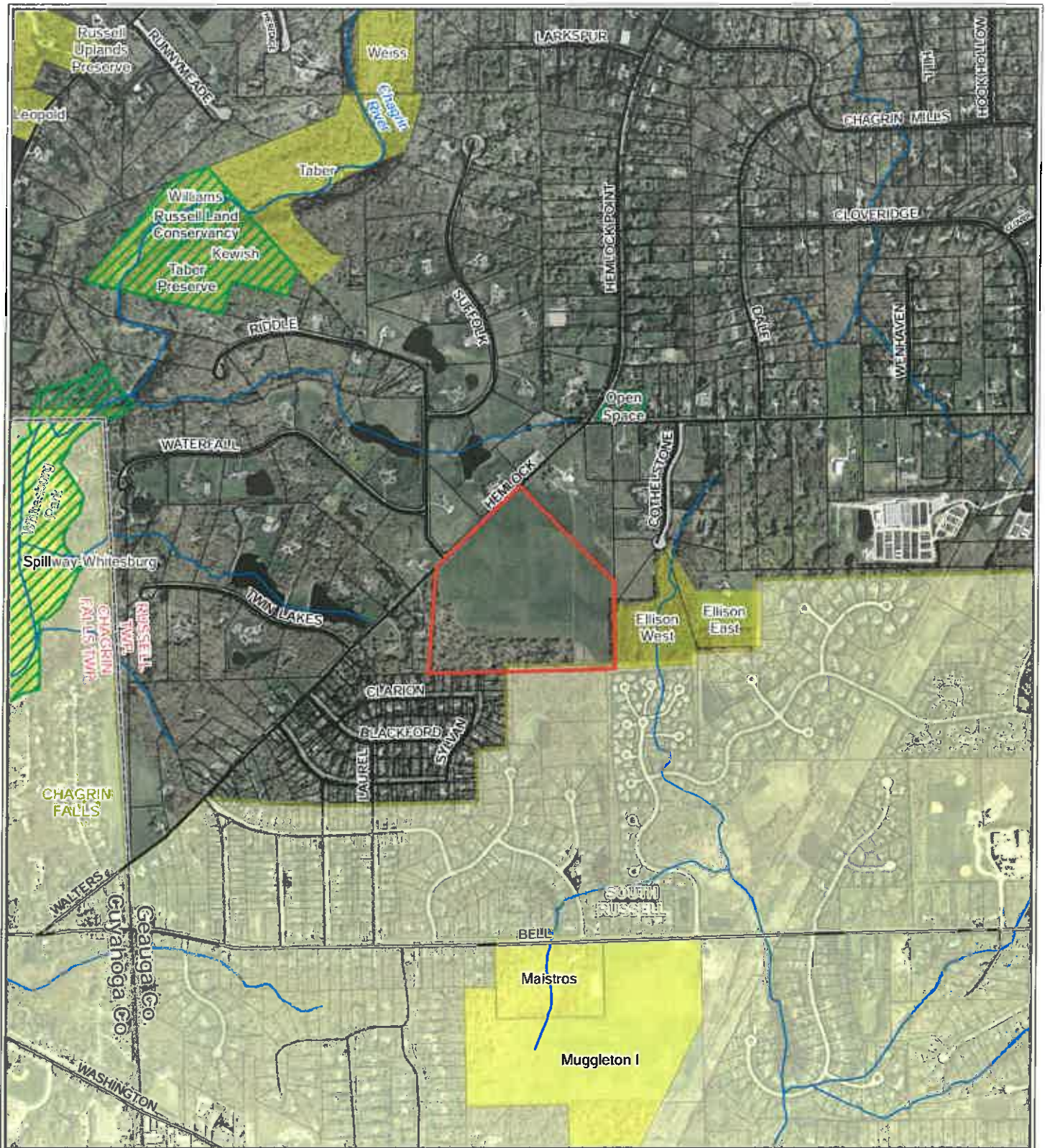
130 0 130 260 Feet

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Western Reserve  
Land Conservancy  
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2011 Aerial Photo (OSIP)  
Map Created 11/22/2016 skitson

Aerial I: Modroo - BDR

- Modroo CE Boundary: 53.2803 acres
- County & Township Roads
- Parcels - Geauga Co.





650 0 650 1,300 Feet

**Western Reserve**  
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 2011 Aerial Photo (OSIP)  
 Map Created 11/22/2016 skitson

### Aerial II: Modroo - BDR

- |                                   |                      |                                       |
|-----------------------------------|----------------------|---------------------------------------|
| Modroo CE Boundary: 53.2803 acres | NHD - Streams/Rivers | Parks & Managed Areas                 |
| Parcels - Geauga Co.              | County Boundaries    | Land Conservancy Protected Properties |
| County & Township Roads           | Township Boundaries  | Municipal Boundaries                  |





130 0 130 260  
 Feet

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**Western Reserve Land Conservancy**  
 land • people • community  
 S  
 2011 Aerial Photo (OSIP)  
 Map Created 11/22/2016 skitson

### Soils: Modroo - BDR



Modroo CE Boundary: 53.2803 acres



Parcels - Geauga Co.



County & Township Roads



SSURGO Soils - Geauga Co.





130 0 130 260 Feet



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2011 Aerial Photo (OSIP)  
Map Created 11/22/2016 skitson

### Topography: Modroo - BDR



Modroo CE Boundary: 53.2803 acres



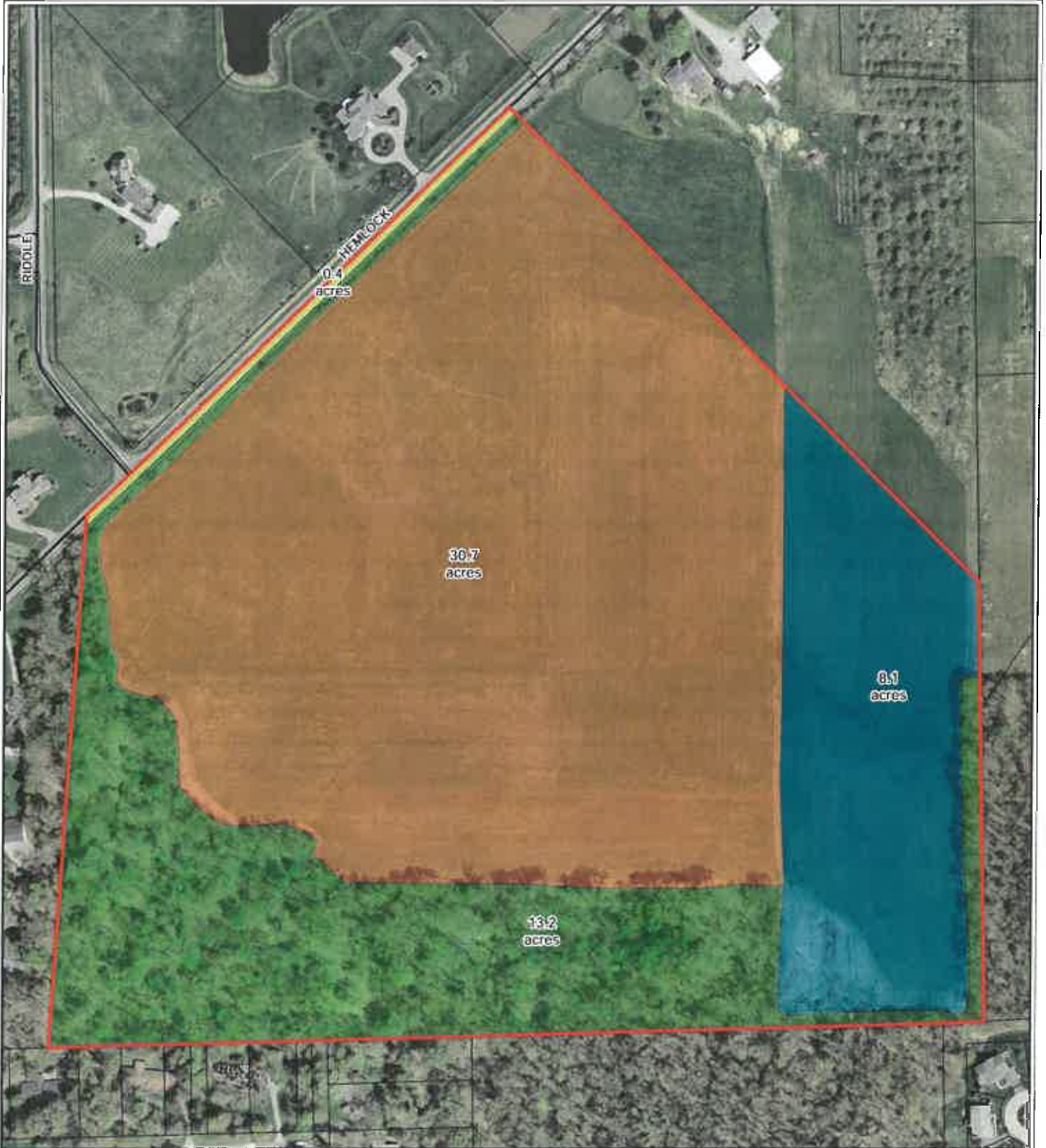
Parcels - Geauga Co.



County & Township Roads

2 ft. Contours - Geauga Co.





130 0 130 260 Feet


**Western Reserve Land Conservancy**  
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2011 Aerial Photo (OSIP)  
Map Created 11/22/2016 skitson

  Modroo CE Boundary: 53.2803 acres  
  Parcels - Geauga Co.

 County & Township Roads

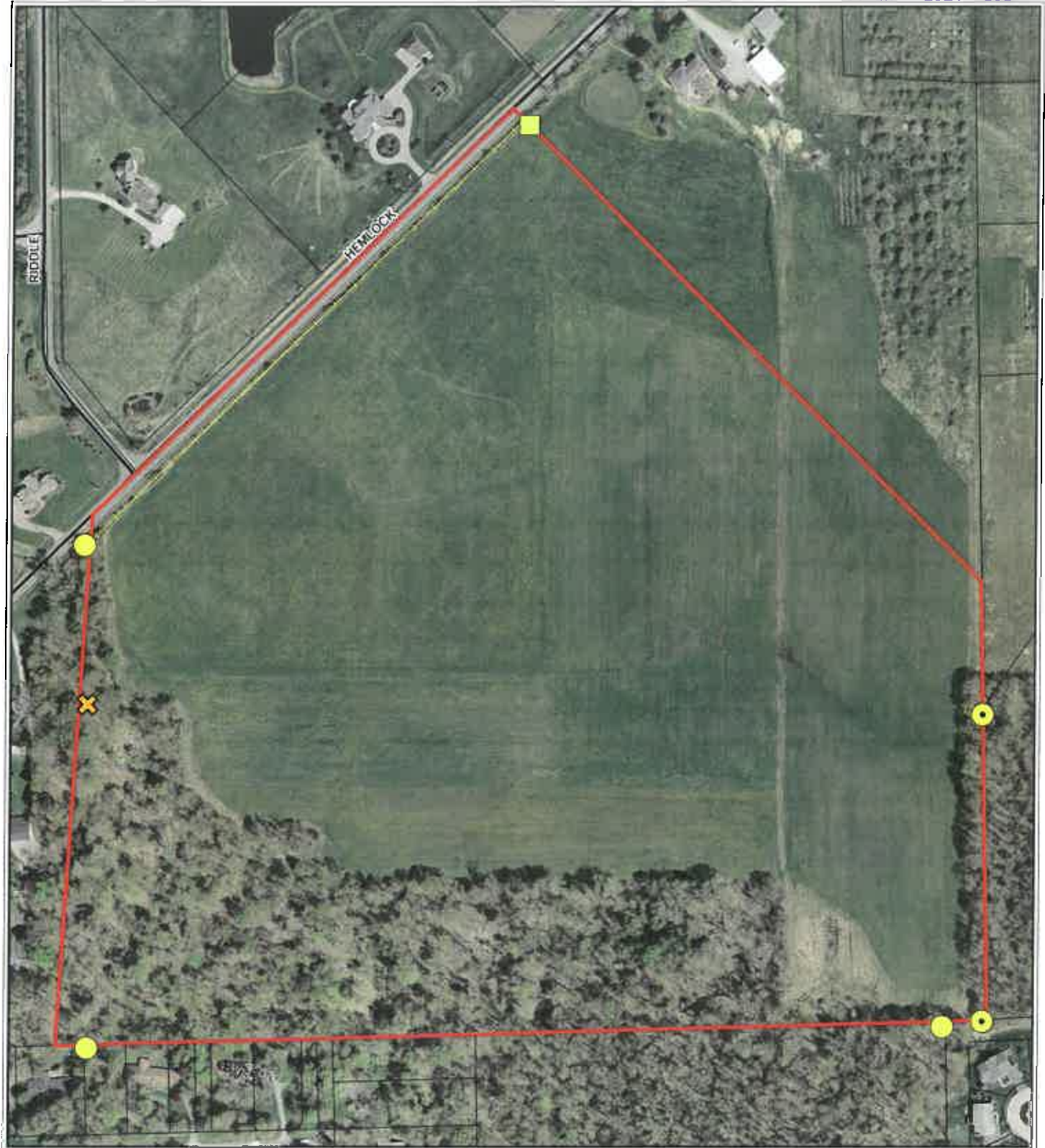
 Agricultural Field

 Mid-Successional Hardwood Forest

 Old Field

 Road





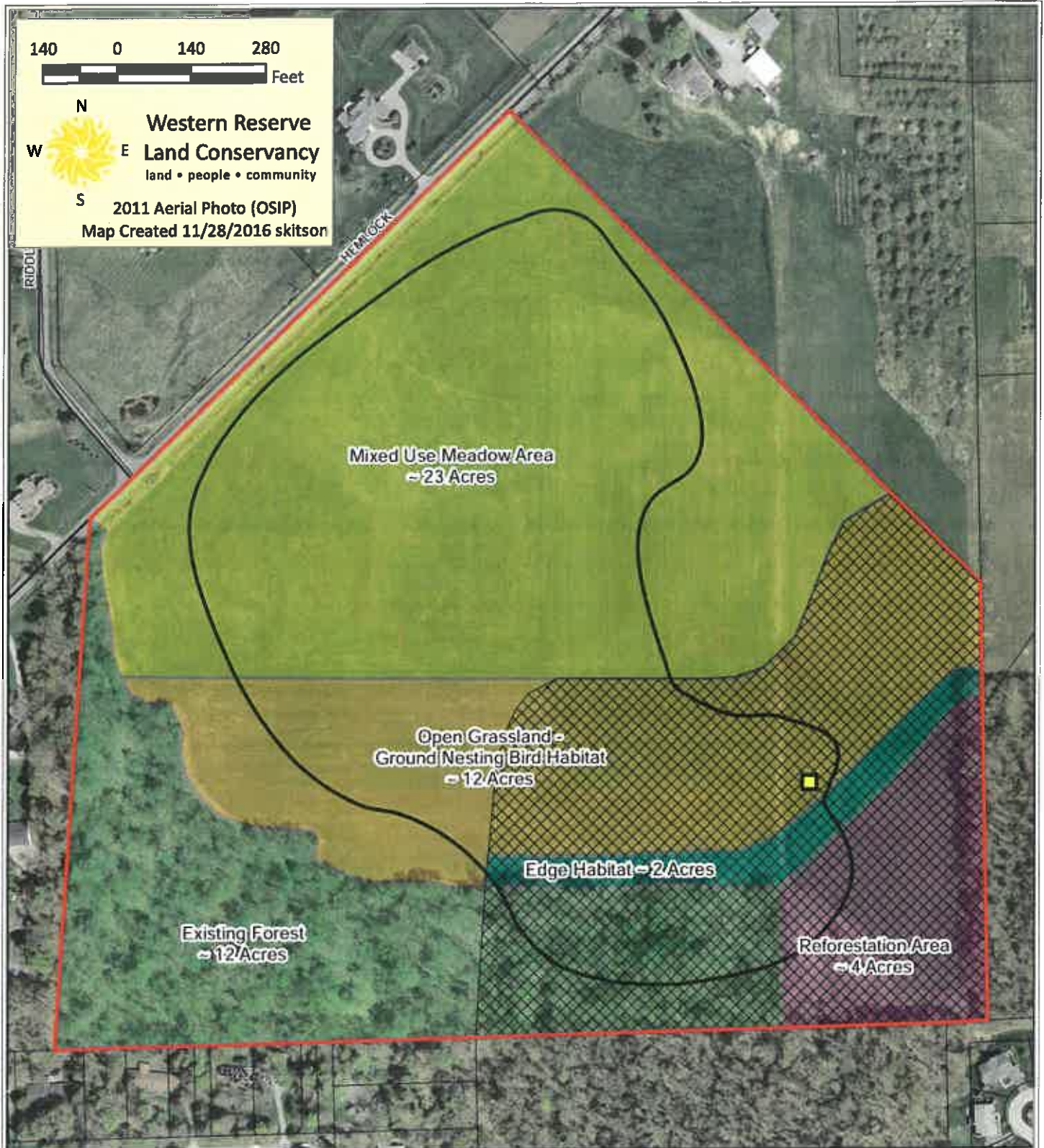
130 0 130 260 Feet

N  
W E S  
**Western Reserve**  
**Land Conservancy**  
land • people • community  
2011 Aerial Photo (OSIP)  
Map Created 12/5/2016 skitson

### Existing Conditions: Modroo - BDR

- |                                   |                         |                     |
|-----------------------------------|-------------------------|---------------------|
| Modroo CE Boundary: 53.2803 acres | County & Township Roads | Wooden Lath         |
| Parcels - Geauga Co.              | Metal Pin               | Two Concrete Pieces |
|                                   | Survey Pin              | Powerline           |

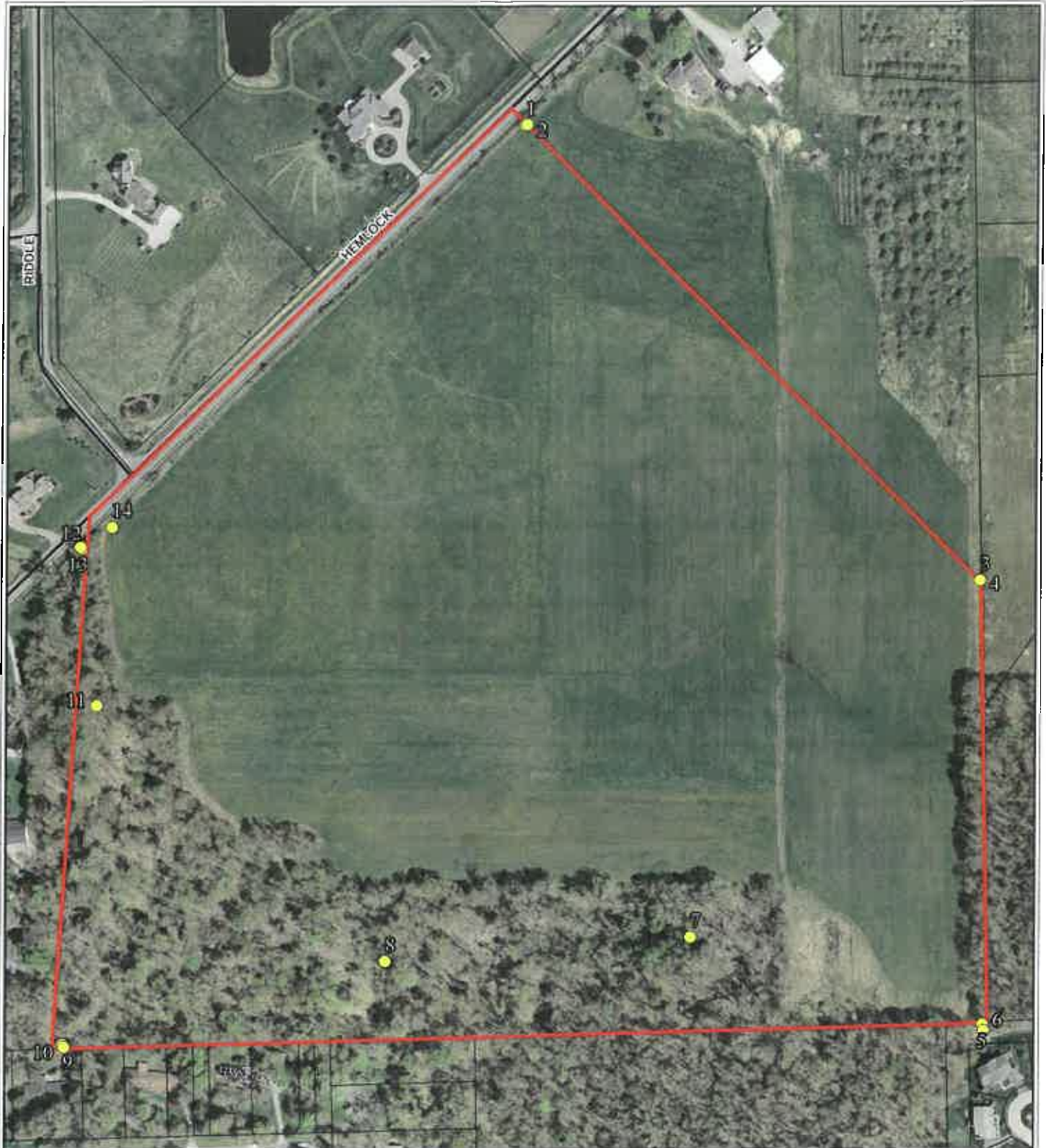




### Restoration Potential: Modroo - BDR

- |   |                                   |   |                                   |   |                 |
|---|-----------------------------------|---|-----------------------------------|---|-----------------|
|  | Modroo CE Boundary: 53.2803 acres |  | Interpretive Sign                 |  | Trail: ~ 1 mile |
|  | Parcels - Geauga Co.              |  | Wildlife Habitat Area: ~ 16 acres |   |                 |





130 0 130 260 Feet



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

2011 Aerial Photo (OSIP)  
Map Created 11/22/2016 skitson

### Photo Points: Modroo - BDR



Modroo CE Boundary: 53.2803 acres

Parcels - Geauga Co.



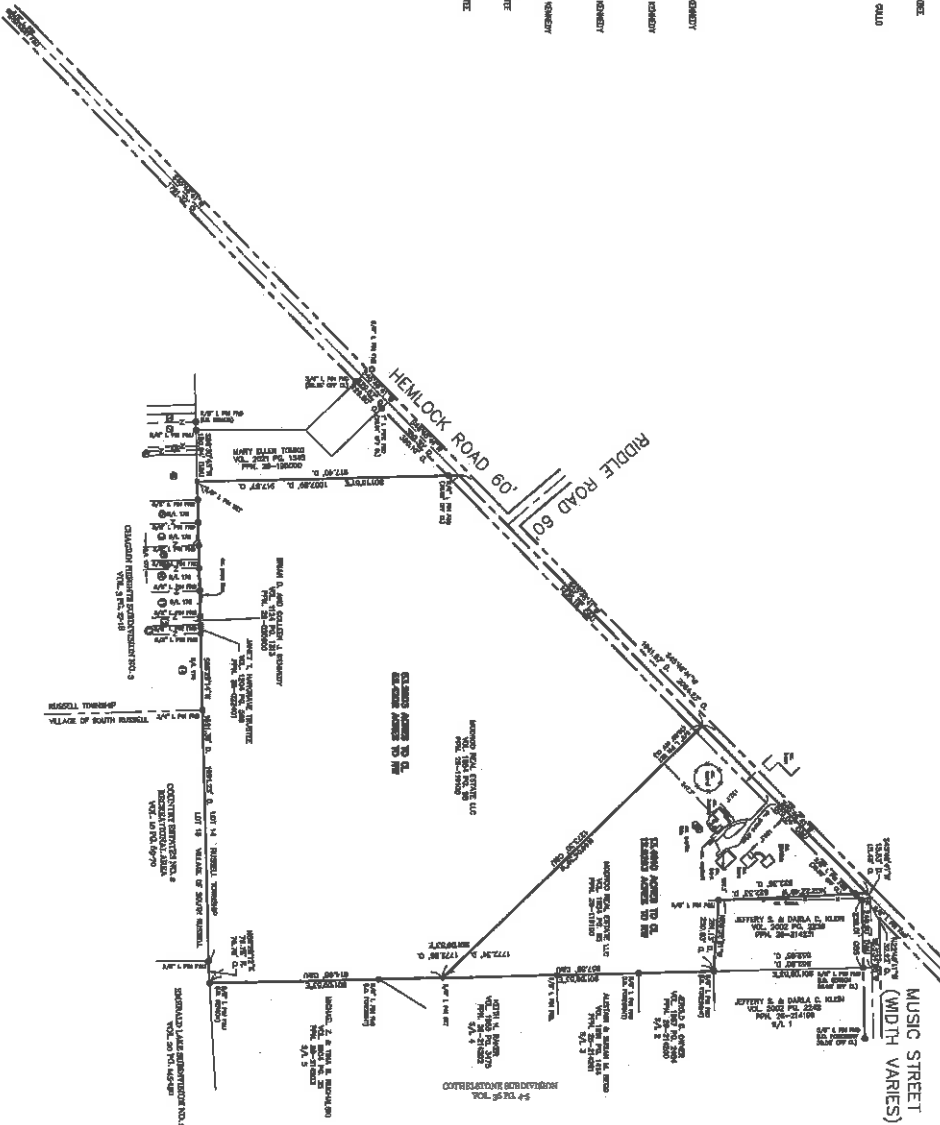
County & Township Roads



BDR Photo Points

- PLAT OF SURVEY AND LOT SPLIT FOR MORRIS REAL ESTATE, LUGBY LESSMAN BENDER & ASSOC., 1/05/08
- COTHELLSTONE SUBDIVISION VOL. 36 PG. 4
- CHASTAIN HEIGHTS SUBDIVISION NO. 3 VOL. 3 PG. 17

SITUATED IN THE TOWNSHIP OF RUSSELL, COUNTY OF GEALICA  
AND THE STATE OF OHIO AND KNOWN AS BEING A PART OF  
ORIGINAL RUSSELL TOWNSHIP LOT NUMBER 14, TRACT 3, IN SAID  
TOWNSHIP.

[illegible]

( IN PRESS )  
X 1000 = 800 IL  
NOVEMBER 14, 2016

PROVISIONS OF CHAPTER  
ADMINISTRATIVE CODE

RUDY E. SCHWARTZ, P.S. #7193

**Dist**

**PREPARED BY:**  
**SCHWARTZ LAND SURVEYING INC.**

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