

REAL PROPERTY TRANSFER TAX
No TRANSFERRED AND PAID
Necessary

DEC 12 2002

GRANT OF CONSERVATION EASEMENT
AND
COVENANT FOR STEWARDSHIP FEES

Fee \$ Exempt
Tracy A. Jemison, County Auditor

By: Saul B. Smith This grant of a Conservation Easement (this "Grant") is made by Russell Township Park Commission of Geauga County, Ohio, a political subdivision of the State of Ohio ("Grantor") to Chagrin River Land Conservancy, a charitable corporation, organized under the laws of the State of Ohio, whose address is P.O. Box 314, Novelty, Ohio 44072 ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner in fee simple of certain real property situated in Russell Township, Geauga County, Ohio consisting of approximately 106.79 acres (the "Protected Property"), legally described in Exhibit A and further described and depicted in a Baseline Documentation Report designated Exhibit B, with the Aerial View Map of Exhibit B depicting the Protected Property outlined in purple, both of which Exhibits are attached hereto and made a part hereof; and

WHEREAS, the Protected Property has substantial value as a scenic, natural, aesthetic, and educational resource in its present state as a natural, scenic, open and wooded area, constituting a natural habitat for plants and wildlife; and

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

WHEREAS, Grantor and Grantee recognize the aforesaid scenic, natural, aesthetic, and educational 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 conserving the aforesaid values of the Protected Property, and preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with the maintenance of the Protected Property in its natural, scenic, open, and wooded condition, as suitable habitat for wild flora and fauna of all types; and

WHEREAS, Grantor and Grantee have the common purpose of conserving and protecting the Protected Property in perpetuity as "a relatively natural habitat of fish,

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MARY MARGARET MCBRIDE
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OR Book 1554 Page 458 - 513

wildlife or plants, or similar ecosystem”, as that phrase is used in the P.L. 96-541, 26 U.S.C. 170 (h) (4) (A) (ii), as amended and in regulations promulgated thereunder; 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, “natural” meaning that native plants and wildlife are permitted to carry out their lifecycles without human interference; and

WHEREAS, Grantor and Grantee intend that this Conservation Easement shall be a “conservation easement” as defined in Section 5301.67 of the Ohio Revised; and

WHEREAS, Grantor and Grantee intend that the Protected Property shall be used as a passive use public park as herein defined and described; 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, Grantee’s obligation entails a pledge to defend the ecological, scientific, educational, and aesthetic value, the natural, scenic and open condition, and natural values of the property, and significant costs are necessary to carry out this commitment;

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 purposes, covenants, terms, conditions, and restrictions hereinafter set forth, with the intention of making an absolute and unconditional gift, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property as a scenic, natural, and wooded area, as habitat for plants, wildlife, and together with the right of visual access to and view of the Protected Property in its natural, scenic and open condition.

TERMS, CONDITIONS AND RESTRICTIONS

1. **No Building.** No buildings or other structures, including, but not limited to, billboards or advertising of any kind, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.
2. **No Dumping.** There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Protected Property, and no changing of its topography through the placing of soil or other substance or material such as land fill or dredging spoils.
3. **No Filling, Excavating, Mining or Drilling.** There shall be no fillings, excavations, mining, drilling, construction of roads or other changes in the general topography of the land on the Protected Property in any manner excepting the maintenance of existing foot trails, if any, and that caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Protected Property be used as part of any drilling unit for oil and gas production.
4. **No Habitat Disturbance.** There shall be no removal or destruction of native growth in the open and wooded areas, use of fertilizers, spraying with biocides, introduction of non-native animals, grazing of domestic animals or disturbance or change in the natural habitat except in a manner that is consistent with good husbandry practices and enhancement of wildlife habitat.
5. **No Powerlines or Communications Towers.** No power transmission lines or communication towers shall be erected, nor shall interests in the Protected Property be granted for this purpose.
6. **No Detrimental Use.** There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil

conservation or fish and wildlife or habitat preservation on the Protected Property.

7. **No Manipulation of Water Courses.** There shall be no manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies or activities or uses detrimental to water purity, provided that existing small dams and ponds on the Protected Property, if any, may be maintained and repaired.
8. **No Motor Vehicles.** There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Property.
9. **No Density Yield.** The acreage constituting the Protected Property shall not be taken into consideration when calculating the lot area for any future development of any property.
10. **Management as a Natural Area.** Except as otherwise herein provided, the Protected Property shall be managed as a passive use public park, and in a manner consistent with its preservation as a natural, scenic, open, and wooded area. Every other activity or construction that might endanger the natural or scenic state of the Protected Property is forbidden. All maintenance of the Protected Property shall be performed so as to minimize impacts to native wildlife and plant habitats, and to preserve the quality and quantity of surface and ground water resources.
11. **Definition of Passive Use.** Passive use of the Protected Property means use that subordinates recreation and public access to the maintenance and enhancement of environmental quality and solitude. Accordingly, the Protected Property shall be maintained as a sanctuary for native plants and animals. As such, any physical alteration of the Protected Property shall be limited to maintaining unpaved trails and designed so as to cause no significant degradation of soils, wildlife, and plant habitats, or water

quality, by maintaining ample vegetative buffers and other management practices which are deemed by Grantee adequate to protect and preserve streams and wetlands (excluding non-native plants and animals), minimizing the area dedicated to trails, and avoiding the fragmentation or disturbance of significant plant and animal habitats.

12. **Permitted Uses Within the Protected Property.** Consistent with the above description of passive use, the following activities are permitted within the Protected Property:

- Quiet, contemplative, esthetic and scientific pursuits, such as non-intrusive nature study, bird watching, art and photography.
- Unpaved trails
- Cross-country skiing, snow shoeing except in areas where prohibited by the Russell Township Park Board.
- Hiking and nature observation.

13. **Prohibited Uses Within the Protected Property.** Consistent with the above description of passive use, the following activities are prohibited within the Protected Property:

- Use of any motorized vehicle.
- Overnight camping.
- Construction or use of ball fields.
- Construction or use of golf courses.
- Construction or use of tennis courts.
- Dumping of trash, waste, or other offensive materials of any kind.

14. **Right to Enter and Inspect.** Grantee, or its duly authorized representative, may enter the Protected Property at all reasonable times for the purposes of inspecting the Protected Property in order to further the objectives and determine compliance with the terms of this Conservation Easement.

15. **Violations.** In the event a violation of these terms, conditions, or restrictions is found to exist, Grantee may, after notice to Grantor, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction

such violation, to require the restoration of the Protected Property to its prior conditions, and/or for damages for breach of covenants. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Property due to causes beyond Grantor's control, such as changes caused by fire, floods, storm, or unauthorized wrongful acts of third persons. All proceedings shall be instituted against the person or persons violating the terms, conditions or restrictions of this Conservation Easement. Grantee does not waive or forfeit the right to take such action as may be necessary to insure compliance with the terms, conditions, and purposes of this Conservation Easement by prior failure to act.

16. **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.
17. **Incorporation in Subsequent Instruments.** Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement shall be incorporated by reference in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to, or its possessory interest in, the Protected Property.
18. **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 the amendment would result in a greater level of resource protection and more stringent protection of the conservation values of the Protected Property. Any such amendment shall be consistent with the purposes of this Grant and shall comply with Section 170(h) of the "Internal Revenue Code of 1986", 68 Stat. 3, 26 U.S.C. 1, and any regulations promulgated in accordance with such section (collectively, the "IRC"). Any such amendment shall also be

consistent with Section 5301.67 through 5301.70 of the Ohio Revised Code and any regulations promulgated pursuant to such code.

19. **Assignment.** Grantee may transfer or assign its rights in this Conservation Easement if in Grantee's opinion the purposes of this Conservation Easement are better served by it being held in the name of another charitable organization which is (a) exempt from federal taxation under subsection 501(a) of the IRC, (b) is described in subsection 501(c) of the IRC, (c) is organized and operated primarily for one of the conservation purposes specified in Section 170(h) (4) of the IRC, and (d) 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 survivor(s) of the last Board of Trustees of Grantee.
20. **Real Property Interest.** This Conservation Easement constitutes a real property interest immediately vested in Grantee.
21. **Impossibility.** If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property, pursuant to such proceedings, subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided in Paragraph 22 below with respect to the division of condemnation proceeds. Grantee shall use any such proceeds in a manner consistent with the purposes of this Conservation Easement.
22. **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 prohibit the exercise of the power of eminent domain by

public utility and any other body or person. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Property (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by Grantor or Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Protected Property, such proportion to be established by using the relationship at the time of this Grant, of the fair market value of the Protected Property unencumbered by this Conservation Easement as compared to the fair market value of the Protected Property as encumbered by this Conservation Easement.

23. **Ohio Revised Code.** Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the conservation easement granted and accepted hereby constitutes a “conservation easement” as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code and that this Conservation Easement shall be entitled to all the benefits of such sections.
24. **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; provided that failure to so notify Grantee shall not in any way affect the validity of this Conservation Easement or limit its enforceability.
25. **Stewardship Fee.** Grantor hereby covenants and agrees to pay, or to cause the closing agent to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a Stewardship Fee in an amount equal to 10% of the full consideration paid

in connection with any transfer for value of all or less than all of the Protected Property, including that portion of such consideration attributable to improvements, other land, whether or not subject to easement, and any fixtures permanently attached to the land.

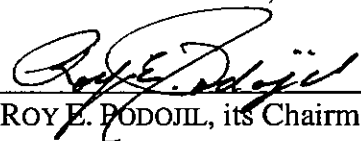
26. **Rules of Convenience.** For convenience, masculine pronouns used in this document include the feminine and neuter pronouns, and the singular tense includes the plural tense. Additionally, all references to either Grantor or Grantee include their successors, assigns and transferees unless otherwise noted.

TO HAVE AND TO HOLD unto Chagrin River Land Conservancy 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 successors in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 9th day of December, 2002.

GRANTOR:

RUSSELL TOWNSHIP COMMISSION
OF GEAUGA COUNTY, OHIO


By: ROY E. PODOJIL, its Chairman

State of Ohio)
) SS:
County of Geauga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Russell Township Commission of Geauga County, Ohio, a political subdivision, represented by ROY E. PODOJIL, its Chairman, 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 such political subdivision.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of December, 2002.

Instrument prepared by:
Chagrin River Land Conservancy
P.O. Box 314
Novelty, Ohio 44072

Jean C. Mackenzie
Notary Public
My Commission Expires: 6-24-07



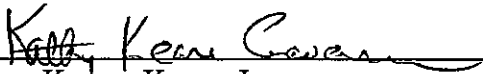
JEAN C. MACKENZIE
NOTARY PUBLIC
STATE OF OHIO
MY COMM. EXP. 06-24-2007

ACCEPTANCE

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

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acceptance this 9th day of December, 2002.

CHAGRIN RIVER LAND CONSERVANCY


By: KATHY KEARE LEAVENWORTH
Its President


And by: RICHARD D. COCHRAN
Its Executive Director

State of Ohio)
) SS:
County of Geauga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Chagrin River Land Conservancy represented by KATHY KEARE LEAVENWORTH, its President, and RICHARD D. COCHRAN, its Executive Director, who acknowledged that they did execute the foregoing instrument and that the same is their own free act and deed as such representatives and the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of December, 2002.


Notary Public
My Commission Expires: 6-24-07



JEAN C. MACKENZIE
NOTARY PUBLIC
STATE OF OHIO
MY COMM. EXP. 06-24-2007

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1

Situated in the Township of Russell, County of Geauga and State of Ohio and being a part of Lots 2 and 3 in Section 5, Tract 1, in said Township and described as follows:

Beginning at an iron pipe in the center line of Fullertown Road where the North line of the Township of Russell intersects said center line;

Thence North $84^{\circ} 02' 00''$ West along Township line 107.06 ft. to the intersection of the Township line with the Southerly line of land owned by Margaret Haserot as recorded in Volume 205, Page 307 of Geauga County Records of Deeds;

Thence South $81^{\circ} 12' 00''$ West along the Southerly line of Haserot 486.66 ft. to a Southwesterly corner of Haserot land;

Thence North $8^{\circ} 48' 00''$ West a distance of 15.0 ft. along the Westerly line of the Haserot land;

Thence South $81^{\circ} 12' 00''$ West along the Southerly line of the Haserot land 856.37 ft. to the point of curve;

Thence Northerly around said curve having length of 371.93 ft. and a degree of $16^{\circ} 41'$ and a radius of 343.31 ft. to the point of tangent;

Thence North $36^{\circ} 57'$ West a distance of 107.09 ft. to the intersection of the Southerly line of the Haserot land with the Easterly line of land owned by J. A. Spisak as recorded in Volume 193, Page 201, Geauga County Records of Deeds;

Thence South $5^{\circ} 35'$ West along the Easterly line of the Spisak land 1556.61 ft. to an iron pipe at the Northwest corner of land owned by W. and V. Heim, as recorded in Volume 203, Page 135 of Geauga County Records of Deeds;

Thence South $84^{\circ} 27' 15''$ East along the North line of said Heim 1699.75 ft. to an iron pipe at the Southwest corner of land owned by T. E. Lipscomb as recorded in Volume 210, Page 557 of Geauga County Records of Deeds;

Thence North $5^{\circ} 40'$ East along the Westerly line of Lipscomb 1193.3 ft. to an iron pipe at the Northwest corner of Lipscomb;

Thence South $84^{\circ} 20'$ East along the North line of Lipscomb 370.7 ft. to the Southwesterly corner of land owned by L. & E. Stadler as recorded in Volume 221, Page 392 of Geauga County Records of Deeds;

Thence North 33° 20' West along the Westerly line of Stadler 119.90 ft.;

Thence North 55° 02' 50" East along the Northerly line of Stadler 150.55 ft. to the center line of Fullertown Road;

Thence North 39° 20' 30" West along said centerline 430.14 ft. to the place of beginning, as surveyed September 1948 by Richard Sperry. Containing 61.907 acres, be the same more or less, but subject to all legal highways.

Parcel No. 2

Situated in the Township of Russell, County of Geauga, and State of Ohio being a part of Lot 2, Section 5, and Tract 1 in said Township and described as follows:

Beginning at an iron pipe in the North line of Russell Township, bearing North 84° 2' 00" West a distance of 362.08 ft. along said Township line from an iron pipe in the centerline of the Fullertown Road, being the point of intersection of said centerline and the said Township line;

Thence continuing North 84° 02' 00" West along said Township line 1445.45 ft. to an iron pipe at the Northeast corner of land owned by J. A. Spisak as recorded in Volume 193, Page 201 of Geauga County Records of Deeds;

Thence South 05° 35' 00" West along the Easterly line of Spisak 70.88 ft. to the Northerly line of land owned by Margaret Haserot as recorded in Volume 205, Page 307 of Geauga County Records of Deeds;

Thence South 36° 57' East along the Northerly line of the Haserot land 163.49 ft. to a curve to the left;

Thence Easterly around said curve having a radius of 293.31 ft. to a degree of 19° 32' a distance of 317.76 ft. to the point of tangent;

Thence North 81° 12' 00" East along the Northerly line of said Haserot 1254.92 ft. to the place of beginning, as surveyed September 1948 by Richard Sperry, Containing 5.494 acres of land, be the same more or less, but subject to all legal highways.

Parcel No. 3

Situated in the Township of Russell, County of Geauga, and State of Ohio, and described as follows, to-wit;

Known as being Tract 1, Section 5 and Lot 2 in Russell Township, C & E Property, formerly in the name of MC Meyers, meaning to convey the right of way lying in Russell Township Lot 2, Section 5, Tract 1, as conveyed to Floyd Hopkins to the Cleveland and Eastern R. R. Company as recorded in Volume 109, Page 303 Geauga County Records of Deeds and the parcel of land lying in Russell Township as conveyed by Floyd Hopkins to the Cleveland and Eastern Railway Company as recorded in Volume 114, Page 24, Geauga County Records of Deeds. Containing 1.25 acres of land, be the same more or less, but subject to all legal highways.

Parcel No. 4

Situated in Lot 9, Tract 3 Chesterland Township and Great Lot 5, Tract 1 Russell Township, Geauga County, State of Ohio and known as being a strip of land fifty ft. wide, bounded on its Northeasterly end by the center line of the diagonal highway to Fullertown (which is also the Westerly line of land now or formerly belonging to Andrew Warner) and on its Westerly and by the East line of land now or formerly belonging to Joseph and Elizabeth Austin, said strip of land being all of the right of way which has been for more than twenty-one years heretofore used and occupied by the Cleveland and Eastern Railroad Company, its successors and assigns, extending in a general Easterly and Westerly direction across land now or formerly belonging to Floyd Hopkins in said lots, tract and townships. It is intended hereby to convey all of the property, rights the thereto and hereditaments granted to The Cleveland & Eastern Railroad Company by the Deed of said Floyd Hopkins dated August 20, 1898 and recorded in Volume 109, Page 303 and Page 304 of Geauga County Records of Deeds, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
Situated in the Township of Russell and the Township of Chester, County of Geauga and State of Ohio, being part of Lots 2 and 3, in Section 5, Tract 1 within Russell Township and part of Lot 9, Tract 3 in Chester Township and further described as follows:

Beginning in the centerline of Sperry Road at the Southeast corner of land conveyed to M. Urban by deed recorded in Volume 519, Page 793 of the Geauga County Records of Deeds;

Thence South 39° 20' 30" East along the centerline of Sperry Road a distance of 107.15 ft. to a point where said centerline intersects the township line between Russell and Chester Townships;

Thence North 84° 02' 00" West along said Township line a distance of 107.06 ft. to a point;

Thence South 81° 12' 00" West a distance of 950.00 ft. to a point;

Thence South 05° 35' 00" West a distance of 230.00 ft. to a point;

Thence South 88° 17' 34" West a distance of 513.12 ft. to a point;

Thence North 39° 20' 30" West a distance of 200.00 ft. to a point;

Thence North 84° 02' 00" West a distance of 130.00 ft. to a point in the East line of land conveyed to J. A. Spisak by deed recorded in Volume 193, Page 201 of the Geauga County Records of Deeds;

Thence North 05° 35' 00" East along the East line of the said Spisak land a distance of 400.00 ft. to the Northeast corner thereof, said point also being a point on the township line between Chester and Russell Townships, said point also being a point in the South line of land conveyed to J. & E. Dorony by deed recorded in Volume 734, Page 237 of the Geauga County Records of Deeds;

Thence South 84° 02' 00" East along said township line and along the South line of the said Dorony land and along the South line of the aforementioned Urban land a total distance of 1445.45 ft. to a corner of the said Urban property;

Thence North 81° 12' 00" East along the Southeasterly line of the said Urban land a total distance of 295.67 ft. to the place of beginning, containing within said bounds 11.5065 acres of land. The above described parcel of land includes all of Parcels 2, 3 and 4 and 4.4495 acres out of Parcel No. 1 of the lands conveyed to Russell Haueter Excavating, Inc. by deed recorded in Volume 688, Page 713 of the Geauga County Records of Deeds, be the same more or less, but subject to all legal highways.

Parcel No. 5

Situated in the Township of Russell, County of Geauga, State of Ohio and known as part of Lots Nos. 1 and 6, Section No. 5, in Tract No. 1, Russell Township bounded as follows:

Beginning at the Southeast corner of Lot No. 6 in the center of the East and West Road; thence North $88-1/2^\circ$ West along the same 7.88 chains; thence North $1-3/4^\circ$ East, parallel with the Lot line, 50.77 chains to the North line of said Lot No. 1, which is also the North line of said Russell Township; thence South $88-1/2^\circ$ East, along the same 7.88 chains to the Northeast corner of said Lot Nos. 1 and 6, 50.77 chains to the place of beginning, containing 40 acres of land, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the following described parcel:

Situated in the Township of Russell, County of Geauga, State of Ohio and known as being a part of Lot No. 6, Section No. 5, Tract No. 1 in said Township and is bounded and described as follows:

Beginning in the centerline of North Woodland Road at a point which is South $88^\circ 30'$ East, a distance of 275.48 ft., measured along said point also being at the Southwest corner of a 40 acre parcel of land heretofrom conveyed to Joseph A. Spisak by deed recorded in Volume 193, Page 201 Geauga County Record of Deeds; thence along the West line of said 40 acre parcel, North $1^\circ 42''$ East, a distance of 726.00 ft. to an iron pipe stake; thence by a line which bears South $88^\circ 30'$ East, a distance of 120.00 ft. to an iron pipe stake; thence by a line which bears South $1^\circ 42'$ West (at 703.50 ft. passing through an iron pipe stake in the North line of North Woodland Road), a distance of 726.00 ft. to the centerline of said road; thence along said centerline, North $88^\circ 30'$ West, a distance of 120.00 ft. to the place of beginning, and containing 2 acres of land, as surveyed and described by Fullerton and Kerr, Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways.

FURTHER EXCEPTING AND RESERVING, the following described parcel:

Situated in the Township of Russell, County of Geauga, State of Ohio and known as being a part of Lot Nos. 1 and 6, Section No. 5 in Tract No. 1 in said Township, and is further bounded and described as follows:

Beginning at a point in the centerline of Fairmount Road (aka North Woodland Road) which is South $88^\circ 30' 00''$ East, 376.22 from a 1" iron pipe found in a monument box at the centerline intersection of Watt Road with said Fairmount Road, said point also being at the Southwest corner of a 40 acre parcel of land heretofore conveyed to Joseph A. Spisak by deed recorded in Volume 193, Page 201 of Geauga County Records; thence along the West line of said 40 acre

parcel; North 01° 43' 42" East, 725.87 ft. to a point and the principal place of beginning of the parcel of land herein intended to be described; thence continuing North 01° 43' 42" East, 1,471.18 ft. to a point; thence South 88° 37' 47" East, 4678 ft. to a 5/8" iron pin set; thence South 01° 43' 42" West, 1,471.28 ft. to a 5/8" iron pin set; thence North 88° 30' 00" West, 46.78 ft. to a point at the principal place of beginning, and containing 1.5800 acres of land as surveyed and described in August, 1995 by Joseph Gutoskey, P.S. 7567, be the same more or less, but subject to all legal highways and easements of record. Bearings used herein are to an assumed meridian and are intended to indicate angles only.

ST 27394

October 24, 2002

LEGAL DESCRIPTION
OF A
12.9129 ACRE PARCEL
FOR
HOWARD H. SHANKER, TRUSTEE
PARCEL 1

Situated in the Township of Russell, County of Geauga and State of Ohio and known as being a part of Original Lot No. 3, Section No. 5, Tract No. 1 and further being known as part of a parcel of land conveyed to Howard H. Shanker, as Trustee of the Sperry Trust, by deed recorded in Volume 1278, Page 1095 of Geauga County Deed Records, further bounded and described as follows;

Beginning at a point in the centerline of Sperry Road, 60 feet wide, at the Northeasterly corner of land conveyed to Alan Dawson Alford by deed recorded in Volume 759, Page 970 of Geauga County Deed Records;

Thence North 84° 03' 25" West along the Northerly line of land so conveyed to Alan Dawson Alford passing through a 2 inch iron pipe found at 26.50 feet and a 1-1/4 inch iron pipe found at 31.94 feet, a total distance of 325.94 feet to a 5/8 inch iron pin set and the Principal Place of Beginning of the premises herein intended to be described;

COURSE I Thence North 84° 03' 25" West continuing along said Northerly line of land so conveyed to Alan Dawson Alford a distance of 776.06 feet to a 2 inch iron pipe found at the Northwestern corner thereof also being the Southeasterly corner of Parcel No. 1 of lands conveyed to Russell Township by deed recorded in Volume 900, Page 1015 of Geauga County Deed Records;

COURSE II Thence North 5 ° 38' 40" East along the Easterly line of Parcel No. 1 of lands so conveyed to Russell Township a distance of 1193.30 feet to a 5/8 inch iron pin set at an interior corner thereof;

COURSE III Thence South 84° 17' 52" East along a Southerly line of said Parcel No. 1 of lands so conveyed to Russell Township a distance of 101.62 feet to a 5/8 inch iron pin set;

COURSE IV Thence South 19° 33' 11" East a distance of 123.85 feet to a 5/8 inch iron pin set;

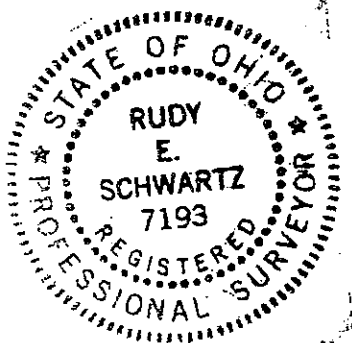
LEGAL DESCRIPTION

12.9129 Acre Parcel

Howard H. Shanker, Trustee

Page Two

- COURSE V Thence South 64° 25' 59" East a distance of 234.84 feet to a 5/8 inch iron pin set;
- COURSE VI Thence South 35° 54' 42" East a distance of 200.81 feet to a 5/8 inch iron pin set;
- COURSE VII Thence South 53° 23' 53" East a distance of 150.66 feet to a 5/8 inch iron pin set;
- COURSE VIII Thence South 9° 07' 36" West a distance of 48.86 feet to a 5/8 inch iron pin set;
- COURSE IX Thence South 63° 37' 01" West a distance of 264.31 feet to a 5/8 inch iron pin set;
- COURSE X Thence South 37° 11' 24" West a distance of 112.59 feet to a 5/8 inch iron pin set;
- COURSE XI Thence South 6° 38' 32" East a distance of 101.42 feet to a 5/8 inch iron pins et;
- COURSE XII Thence South 44° 40' 02" East a distance of 112.75 feet to a 5/8 inch iron pin set;
- COURSE XIII Thence South 80° 39' 26" East a distance of 82.49 feet to a 5/8 inch iron pin set;
- COURSE XIV Thence South 30° 50' 42" East a distance of 393.13 feet to the Principal Place of Beginning and containing 12.9129 acres of land as surveyed, calculated and described on August 26, 2002 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.



[Handwritten Signature]
8.26.02

CHAGRIN RIVER LAND CONSERVANCY

CONSERVATION EASEMENT BASELINE DOCUMENTATION

EXHIBIT B

Baseline Documentation Report for the UPPER CHAGRIN PRESERVE ADDITION

in

Russell Township, Ohio



Data Compiled By: Anne K. Murphy
Date: October 21, 2002

DONOR INFORMATION

Name: Russell Township Park Commission
Address: Peg Hetrick - 8055 Music Street, Chagrin Falls, OH 44022
Work Phone: Peg Hetrick - (440) 338-8583

PRESENT OWNER INFORMATION

Name: Russell Township Park Commission
Address: Peg Hetrick - 8055 Music Street, Chagrin Falls, OH 44022
Work Phone: Peg Hetrick - (440) 338-8583

PROPERTY LOCATION

Permanent Parcel #: 26-707011, 26-707020, 26-214174
Address: 13520 Sperry Road and 9252 Fairmount Road
County: Geauga
Acres Preserved: 107 acres
Adjacent to: The Protected Property is adjacent to the Upper Chagrin Preserve easement area on the west and the Sperry easement on the east.
Access Notes: Access is off both Sperry and Fairmount Roads.

CHECKLIST OF DOCUMENTS IN MAIN FILE

- ☒ Conservation Easement
- ☒ Maps -- general
 - ☒ Location
 - ☒ Aerial View
 - ☒ Topography and Water
 - ☒ Soils
 - ☒ Agricultural Encroachment Area
 - ☒ Watershed Position
 - ☒ Photo Point Locations
- ☒ Photographs
- ☐ Form 8283
- ☐ Appraisal
- ☒ Title Documents
- ☒ Survey (on east parcel)

CONSERVATION EASEMENT DETAILS

Purpose:

Preserving, protecting, and maintaining as a scenic natural habitat for plants, animals, wildlife, and together with the right of visual access to and view of the Protected Property in its scenic, natural and open condition.

Specific Restrictions:

(For a complete list of specific restrictions, refer to the Conservation Easement)

- No Building
- No Dumping
- No Filling or Excavation
- No Habitat Disturbance
- No Powerlines or Communication Towers
- No Detrimental Use
- No Manipulation of Water Courses
- No Motor Vehicles

BASELINE INVENTORY

List and describe existing structures:

There are no permanent structures on the Protected Property. Two deer blinds exist in the western parcel (see photo #'s 25 and 31). One is a tree stand and the other is a camouflaged tent. Both belong to the neighbor on the west and he has been asked to remove them.

Describe land cover (approximate percent forest, field, yard, etc.):

The Protected Property is approximately 9% field, 17% rivers, lakes, wetlands, and vernal pools, 25% floodplain forests, and 49% upland forests.

Condition of watercourses or water bodies:

The Chagrin River flows east to northwest throughout the northern portion of the Protected Property for approximately 3,000 feet. The river is roughly 25-35 feet wide and one to three feet deep. River and associated floodplain are in excellent condition and are considered to have high conservation value.

Throughout the mature forest and at various elevations there are a number of vernal pools and oxbow wetlands containing a tremendous variety of plant communities. These wetlands range from classic canopied vernal pool wetlands with broad bands of some of the oldest and best developed royal and cinnamon ferns. Although these pools were dry in this season, it was quite obvious that they are semi-permanent and hold water until late summer in most years.

The middle parcel of the Protected Property contains a forested lake that is approximately 0.75 acres in size. Even during the dry time of the year, it was full with water.

Power lines present? If so describe location and condition of Right-of-way:

There are no powerlines present within the easement area.

Describe existing trails or access roads and note condition:

Several all-terrain vehicle trails extend throughout the western and middle parcels of the Protected Property. A main trail extends from the field in the south to the river in the north, where it crosses and enters the Upper Chagrin Preserve Easement area. Several other trails cross the main trail and parallel the river. Trails show recent evidence of vehicle use. All trails are dirt with the exception of one trail that contains some limestone in its base.

Existing dumps/disturbances?

There appears to be no dumps or disturbances.

Industrial or Commercial Activity?

There appears to be no industrial or commercial activities.

Encroachment from adjacent property?

The field in the southwest corner of the Property has been mistakenly plowed and seeded for the past several years. See Agricultural Encroachment Area map. John Spisak, the neighbor to the west, thought he had permission to continue agricultural uses after the property was sold to the Russell Township Park Commission. John and his son, Michael Spisak, have permission to harvest the field of winter wheat next spring 2003. They have agreed to seed a grass mixture afterwards so that the field will have vegetation on it. See photo #'s 32-37.

Note presence or absence of tree stumps, other signs of recent cutting:

There appears to be no evidence of recent removal of trees.

DESCRIBE PHOTO POINTS:

1. Looking west at upland forest near eastern edge of Protected Property.
2. Looking southwest towards oxbow wetland in forest.
3. Looking south at buttonbush and grasses in oxbow wetland.
4. Looking north-northeast at cinnamon ferns (left) and royal ferns (right).
5. Looking north along eastern boundary of property from southeast corner.
6. Looking west along southern boundary of property from southeast corner.
7. Looking west along southern boundary of property.
8. Looking northwest at large oxbow wetland in southern portion of property.
9. Looking east along southern boundary of property.
10. Looking north at thick vegetation.
11. Looking north at upland forest south of large wetland complex.
12. Looking northeast at large wetland complex in northeastern portion of property.
13. Looking west at wetland in the floodplain of the Chagrin River.
14. Looking north at wingstem within floodplain of the Chagrin River.
15. Looking south at dry oxbow channel in forest.
16. Looking west at lake in forest.
17. Looking north at lake in forest.
18. Looking north-northwest at river from ridge in forest.
19. Looking east along trail in forest above river.
20. Looking east along southern boundary of middle parcel.
21. Looking west along southern boundary of middle parcel.
22. Looking south along cleared trail. Note recent vehicle tracks.
23. Looking northeast at tributary from trail clearing.
24. Looking northeast at Chagrin River from northwest corner of property.
25. Looking northeast at unauthorized hunter's blind in forest.
26. Looking north along western boundary of property.
27. Looking east at forest mix from western boundary of property.
28. Looking southwest at tributary in large channel through forest.
29. Looking northeast at channel in forest from ridge.
30. Looking east along southern boundary of middle parcel.
31. Looking northwest at deer stand near trail clearing.
32. Looking west along edge of plowed field.
33. Looking southwest at plowed field.
34. Looking west along southern boundary at Fairmount Road.
35. Looking north along eastern boundary of western parcel.
36. Looking east along southern boundary at Fairmount Road.
37. Looking north along western boundary of property from southwest corner.

NARRATIVE DESCRIPTION OF CONSERVATION VALUE OF THE PROTECTED PROPERTY

On August 28, 2002 and October 7, 2002, Anne Murphy, Director of Stewardship for Chagrin River Land Conservancy, visited the Russell Township Park Commission property for the purpose of establishing baseline documentation of said conservation easement. Specific examination criteria, based on a routine field examination, include vegetation, hydrology, presence or absence of disturbances, existing structures, and any other significant features of the Protected Property that enhance or degrade the ecological value of the property.

The Protected Property adjoins the 6-acre Sperry Easement on the east, and the 150-acre Upper Chagrin Preserve Easement on the west. In general, the Protected Property is undeveloped and quite diverse, consisting of a very rich floodplain and topographically divided wooded uplands, including a number of forested wetlands of differing character. Directly west of the Chagrin River in the east, the floodplain is bounded by a steep incline. At the top of this bluff lies a very rich mixed deciduous forest dominated in the central and southern portions of the east parcel by wild cherries and American beech in the 2-3 foot class. The forests throughout the property contain excellent vertical structure, which should provide the niche requirements for a wide variety of songbirds. The forest loam is quite deep and well developed and there are a number of wolf and cavity trees, as well as a number of trees in various stages of decay on the forest floor. Many of the bluff areas show characteristics of Canadian forest type including a number of yellow birch, Canada mayflower, partridge berry, and hispid dewberry in wet areas.

Throughout the mature forest and at various elevations there are a number of vernal pools and oxbow wetlands in the east portion of the Protected Property that contain tremendous varieties of plant communities. Undoubtedly, these very old, well-developed forested wetlands have tremendous value as amphibian breeding areas, and should be surveyed for dragonflies and damselflies. These wetlands range from classic canopied vernal pool wetlands with broad bands of some of the oldest and best developed royal and cinnamon ferns. Although these pools were dry in this season, it was quite obvious that they are semi-permanent and hold water until late summer in most years. In more open vernal pools and wetlands, buttonbush is quite common. A large forested lake exists in the central portion of the Protected Property. It holds water year round and provides valuable habitat to the water fowl and amphibians.

The property also contains at least one shrub/scrub wetland containing arrowwood viburnum, grey and silky dogwood, choke cherry and other common native shrubs. Near the river are a number of abandoned oxbow channels which have since developed into wetlands of various types. These vary from shrub/scrub wetlands with small lenses of open water and stands of cattails, to riverine wetlands containing various species of polygnum, water plantain, arrowhead and arrow arum, burreed, and European yellow and blue flag iris. A partial list of plant species observed on the Protected Property is included with this report, but this list is in no way complete.

The Protected Property contains 3,000 feet of the East Branch of the Chagrin River, which flows east to northwest before entering the Upper Chagrin Preserve Easement area. The Chagrin River is roughly 25-35 feet wide and one to three feet deep with a rock/cobble bottom. The many bends of the river provide essential riffle pools to countless fish and macroinvertebrates. The river bottom shows some signs of embeddedness and silt, however, the riverbanks are well vegetated and show no signs of erosion.

See Figure 1 for soil information.

Overall the Protected Property has a high resource and conservation value based on the direct adjacency of the Chagrin River and diverse floodplain and upland forests surrounding it.

NOTED SPECIES LIST:

Partial list of ferns and fern allies:

- Club mosses (several species)
- New York fern
- Cinnamon fern
- Royal fern
- Christmas fern
- Crested wood fern
- Boots fern
- Evergreen wood fern
- Marginal wood fern
- Sensitive fern
- Silvery glade fern or silvery spleenwort

Partial list of herbaceous species:

- Canada mayflower
- Partridge berry
- Greenbriar
- Wild yam
- Ramps
- Black Cohosh
- Blue Cohosh
- Doll's eyes
- Garlic mustard
- Creeping euonymous
- European yellow iris
- Blue flag iris
- Cardinal flower
- Great lobelia
- Monkey flower
- White snake root
- Boneset
- Jumpseed
- Yellow mandarin
- Hispid dewberry
- Burreed
- Arrowhead
- Arrow arum
- Joe pye weed
- Yellow wingstem
- Tick seed sunflower
- Forget-me not
- Broad-leaved cattail
- Clearweed
- Moneywort
- Jewelweed
- Poison ivy
- Beech drops
- Hulbert-leaved tearthumb
- Foam flower

Partial list of trees:

- Black cherry
- American beech
- Red maple
- Silver maple
- Sugar maple
- White ash
- Green ash
- American elm
- Slippery elm
- Service berry
- Cucumber tree
- Tulip poplar
- Yellow birch
- American Sycamore
- Cottonwood
- Crab apple
- Hawthorns
- Pignut hickory
- Shagbark hickory
- Hop hornbeam
- Hornbeam
- Black gum
- Northern red oak
- Basswood
- Big tooth aspen
- Flowering dogwood
- American chestnut
- Black willow
- Sandbar willow

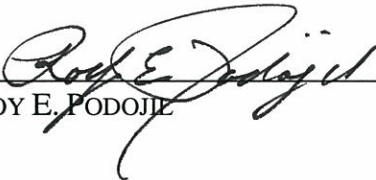
Partial list of shrubs:

- Buttonbush
- Grey dogwood
- Silky dogwood
- Arrowwood viburnum
- Maple-leaved viburnum
- Spicebush
- Witch hazel
- Buckthorn
- Elderberry
- Speckled alder

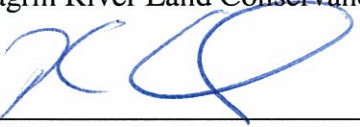
ACKNOWLEDGMENT OF CONDITION

This Baseline Documentation Report is an accurate representation of the Protected Property at the time of transfer.

Grantor:


Name: ROY E. PODOJIL

Chagrin River Land Conservancy:


By: RICHARD D. COCHRAN
Its Executive Director

State of Ohio)
) SS:
County of Geauga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared ROY E. PODOJIL and RICHARD D. COCHRAN who acknowledged that they did execute the foregoing instrument and that the same is their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of December, 2002.


Notary Public

My Commission Expires: 6-24-07



JEAN C. MACKENZIE
NOTARY PUBLIC
STATE OF OHIO
MY COMM. EXP. 06-24-2007

FIGURE 1. SOILS

Soil	Description	Location
<u>CnB</u> Chili loam 2-6% slopes	<ul style="list-style-type: none"> • Deep, gently sloping and well drained soil on stream terraces, outwash plains, and kames • Permeability is moderately rapid • Runoff is slow • Well suited for crops and woodlands 	<ul style="list-style-type: none"> • Small pocket in northwestern portion of property
<u>CyF</u> Chili-Oshtemo complex 25-50% slopes	<ul style="list-style-type: none"> • Deep, well drained Chili and Oshtemo in dissected areas of terraces • Permeability is moderately rapid • Runoff is rapid • Well suited for woodlands and wildlife habitats 	<ul style="list-style-type: none"> • Small pocket in southeastern portion of property
<u>Or</u> Orville silt loam, frequently flooded	<ul style="list-style-type: none"> • Deep, nearly level, somewhat poorly drained soil on floodplains • Frequently flooded for brief periods • Permeability is moderate • Runoff is slow • Well suited for pastures of woodlands 	<ul style="list-style-type: none"> • Along the length of the Chagrin River
<u>RsC</u> Rittman silt loam 6-12% slopes	<ul style="list-style-type: none"> • Deep, nearly level, moderately well drained soil on ridgetops and side slopes along well defined waterways • Permeability is moderate above fragipan and slow in fragipan and substratum • Runoff is rapid • Well suited for pastures of woodlands 	<ul style="list-style-type: none"> • Central portion of property
<u>Tg</u> Tioga loam, Frequently flooded	<ul style="list-style-type: none"> • Deep, nearly level, moderately well drained soil in the highest positions on floodplains • Frequently flooded for brief periods in fall, winter, and spring • Permeability is moderate and moderately rapid • Runoff is slow • Well suited for pastures and woodlands 	<ul style="list-style-type: none"> • Small pocket in southern portion of property
<u>WbA</u> Wadsworth silt loam 0-2% slopes	<ul style="list-style-type: none"> • Deep, nearly level, somewhat poorly drained soil on uplands • Permeability is moderately slow above fragipan and slow in fragipan • Runoff is slow • Well suited for crops, pastures, and woodlands 	<ul style="list-style-type: none"> • Small pocket in southwestern portion of property
<u>WbB</u> Wadsworth silt loam 2-6% slopes	<ul style="list-style-type: none"> • Deep, gently sloping, somewhat poorly drained soil on low knolls on uplands • Permeability is moderately slow above fragipan and slow in fragipan • Runoff is medium • Well suited for crops, pastures, and woodlands 	<ul style="list-style-type: none"> • Throughout property

SOURCE: Soil Survey of Geauga County, Ohio, 1979.

PHOTO POINTS



1. Looking west at upland forest near eastern edge of Protected Property.



2. Looking southwest towards oxbow wetland in forest.



3. Looking south at buttonbush and grasses in oxbow wetland.



4. Looking north-northeast at cinnamon ferns (left) and royal ferns (right).



5. Looking north along eastern boundary of property from southeast corner.



6. Looking west along southern boundary of property from southeast corner.



7. Looking west along southern boundary of property.



8. Looking northwest at large oxbow wetland in southern portion of property.



9. Looking east along southern boundary of property.



10. Looking north at thick vegetation.



11. Looking north at upland forest south of large wetland complex.



12. Looking northeast at large wetland complex in northeast portion of property.



13. Looking west at wetland in the floodplain of the Chagrin River.



14. Looking north at wingstem within floodplain of the Chagrin River.



15. Looking south at dry oxbow channel in forest.



16. Looking west at lake in forest.



17. Looking north at lake in forest.



18. Looking north-northwest at river from ridge in forest.



19. Looking east along trail in forest above river.



20. Looking east along southern boundary of middle parcel.



21. Looking west along southern boundary of middle parcel.



22. Looking south along cleared trail. Note recent vehicle tracks.



23. Looking northeast at tributary from trail clearing.



24. Looking northeast at Chagrin River from northwest corner of property.



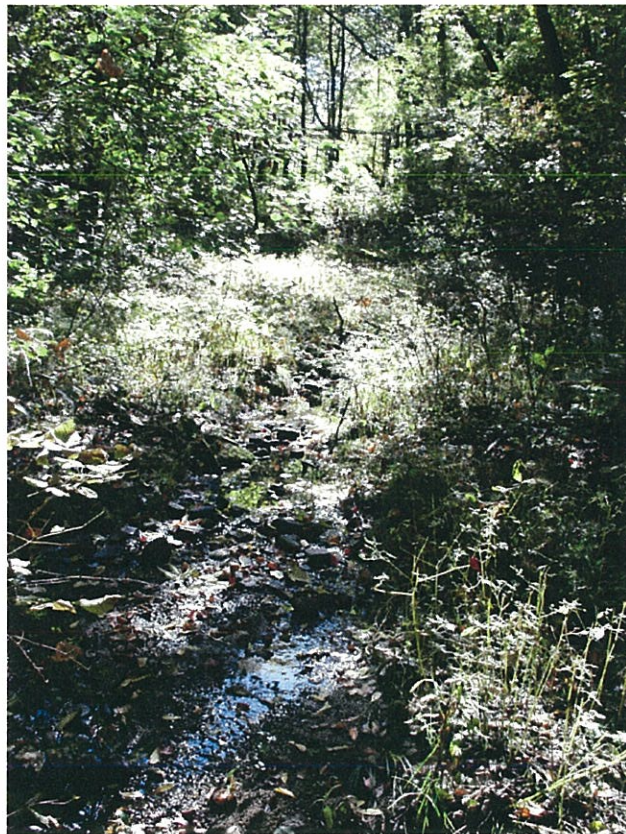
25. Looking northeast at unauthorized hunter's blind in forest.



26. Looking north along western boundary of property.



27. Looking east at forest mix from western boundary of property.



28. Looking southwest at tributary in large channel through forest.



29. Looking northeast at channel in forest from ridge.



30. Looking east along southern boundary of middle parcel.



31. Looking northwest at deer stand near trail clearing.



32. Looking west along edge of plowed field.



33. Looking southwest at plowed field.



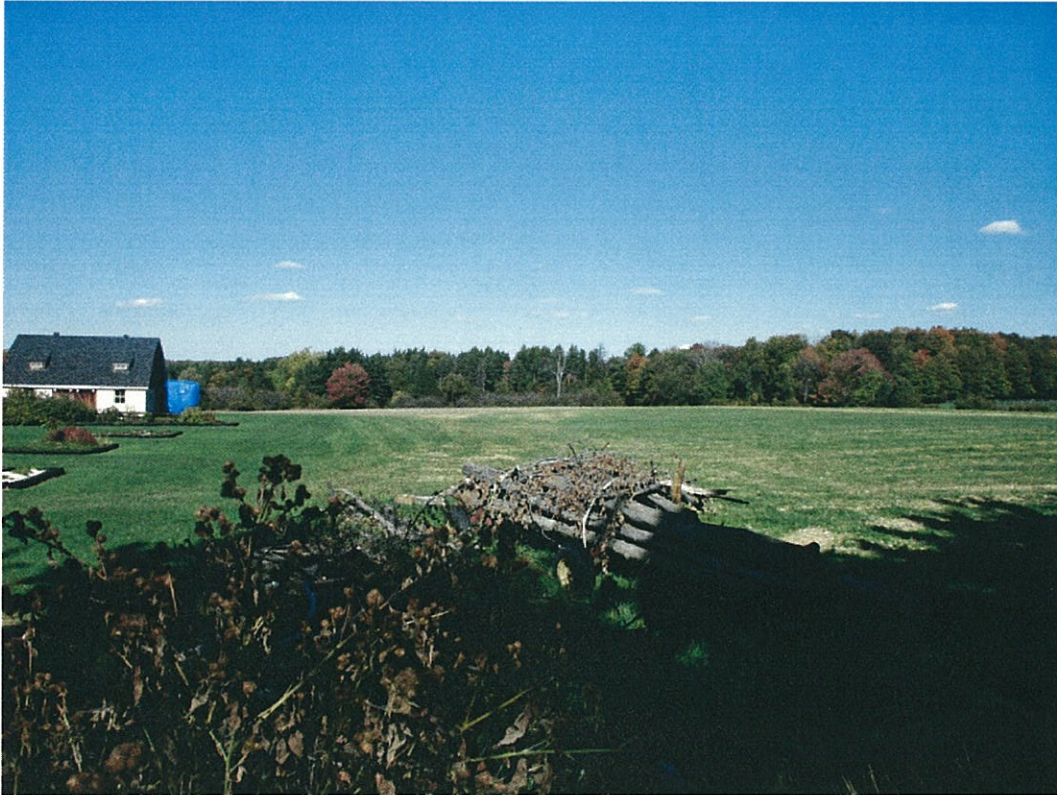
34. Looking west along southern boundary at Fairmount Road.



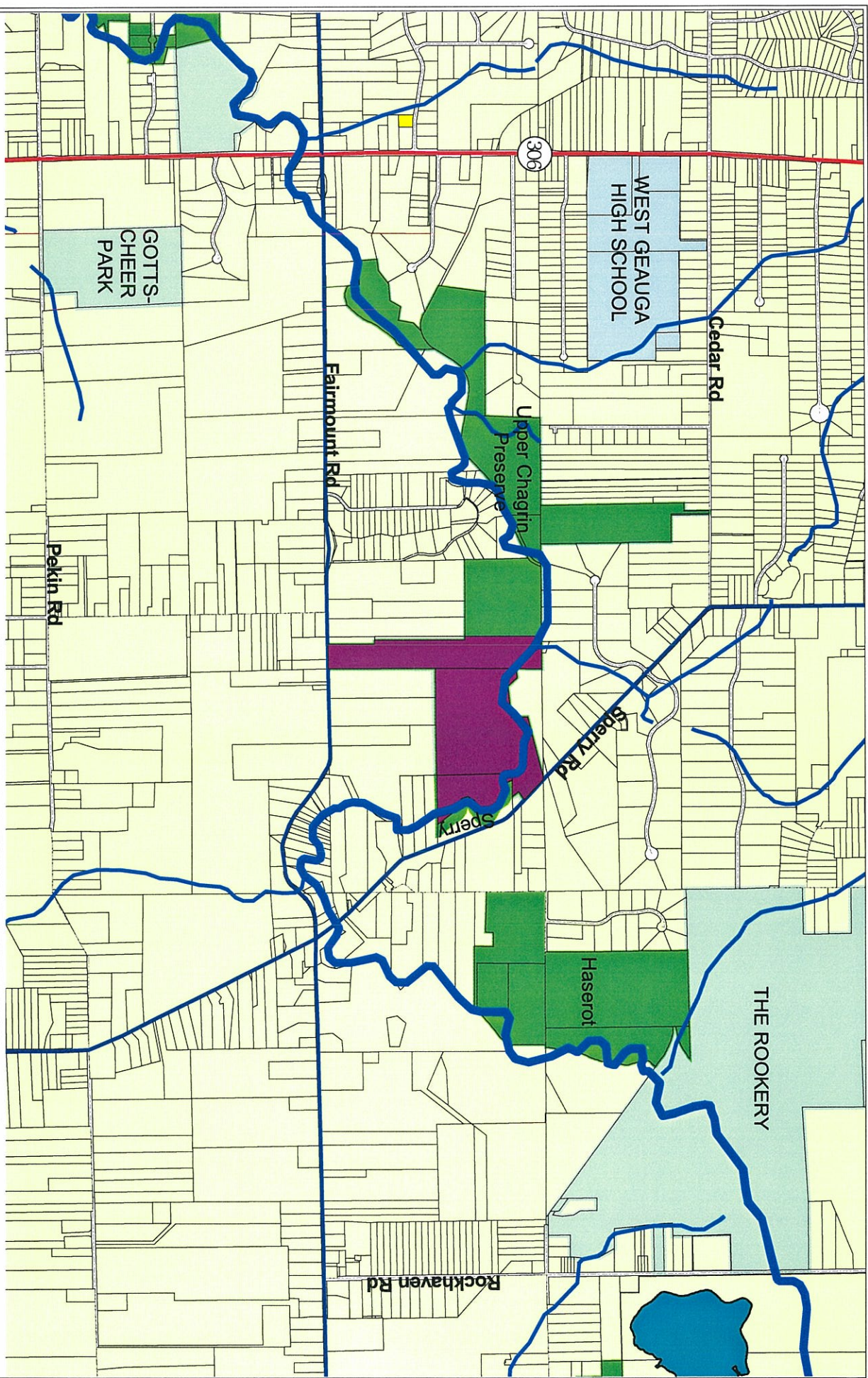
35. Looking north along eastern boundary of western parcel.



36. Looking east along southern boundary at Fairmount Road.



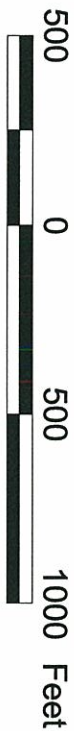
37. Looking north along western boundary of property from southwest corner.



Location

- Upper Chagrin Addition
- CRLC Protected Properties
- Parks & Open Space
- Institutional Lands

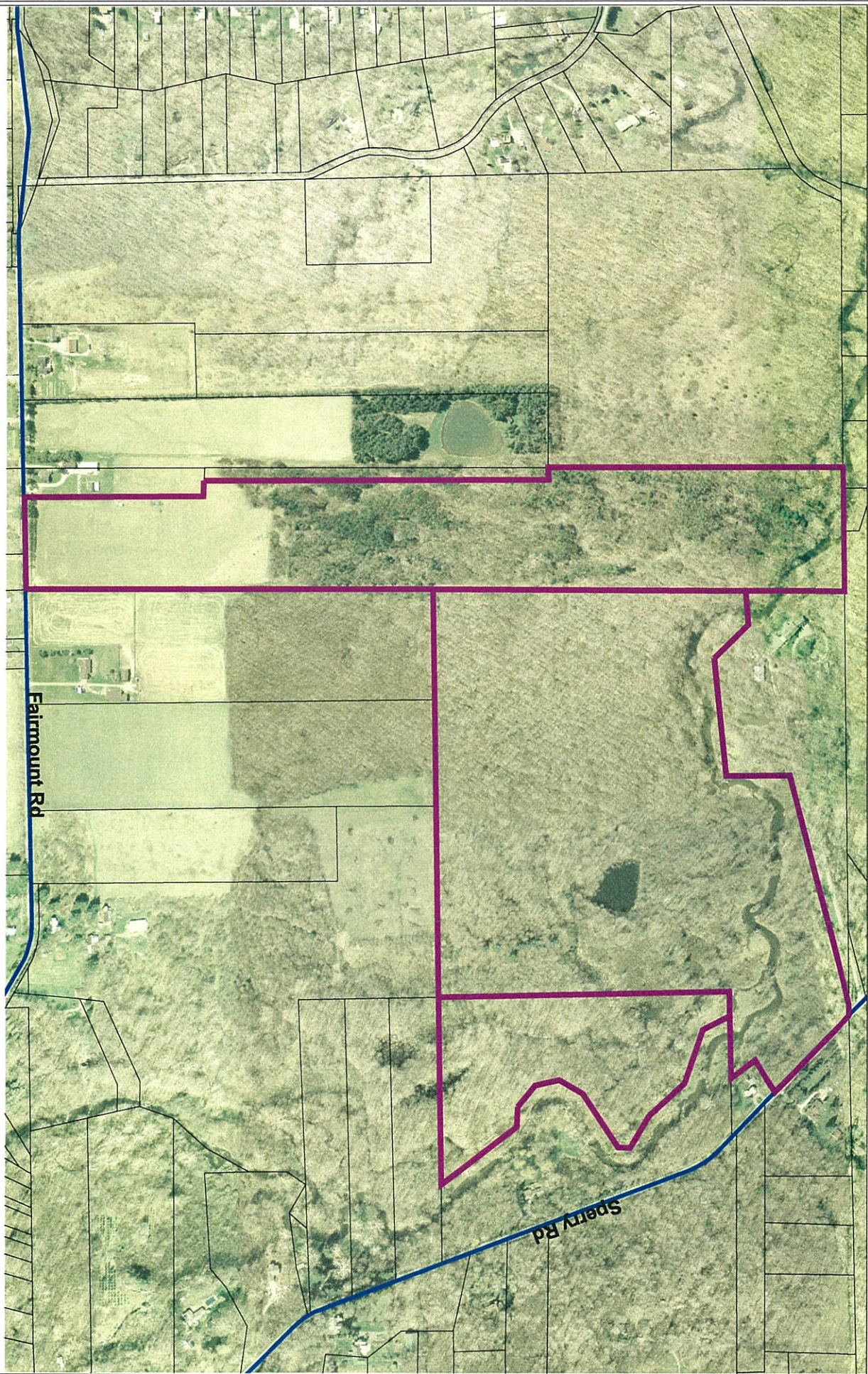


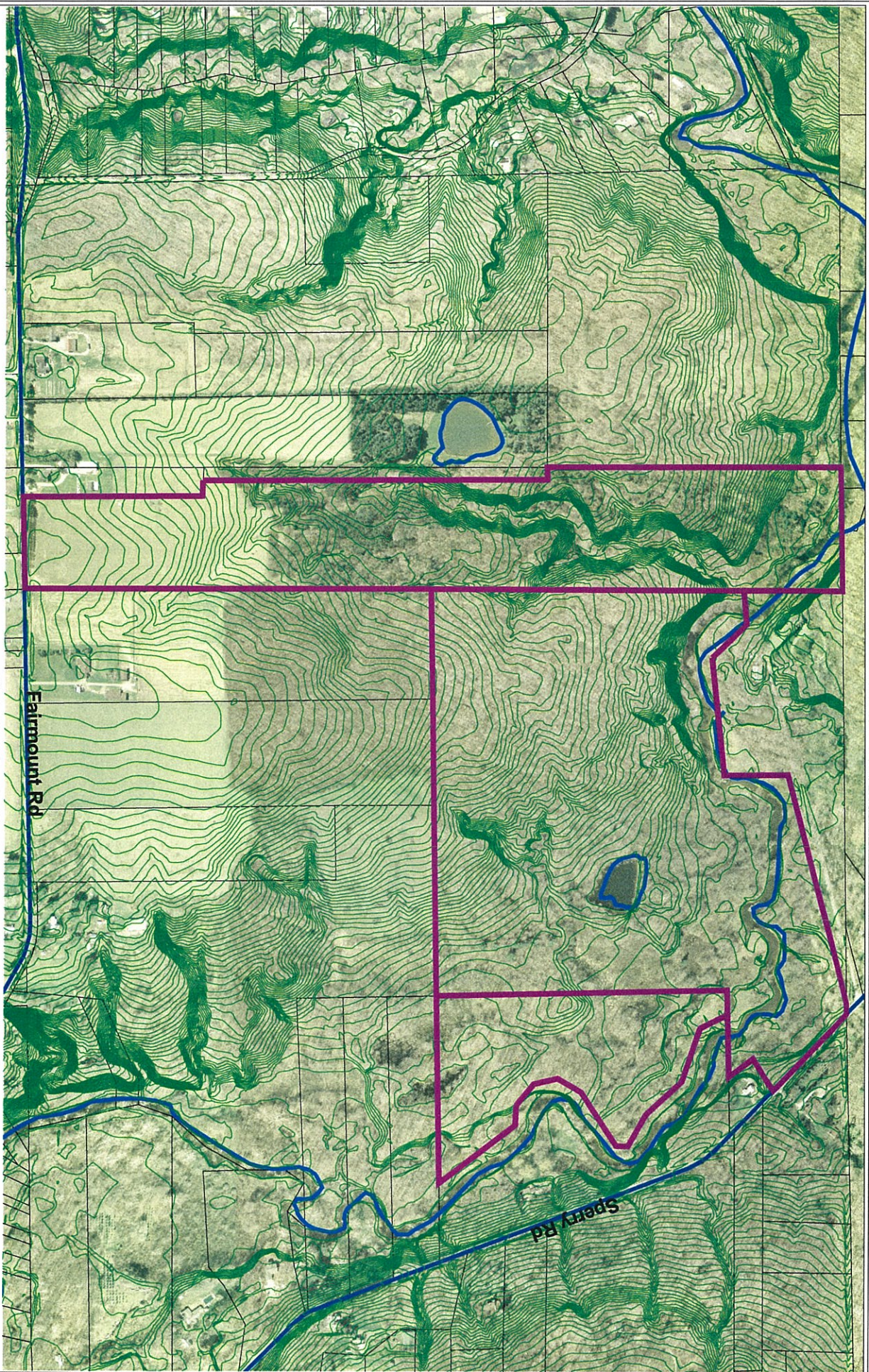


Aerial View



Upper Chagrin Addition





500 0 500 1000 Feet



Topography and Water

-  Upper Chagrin Addition
-  2' Contours
-  Rivers





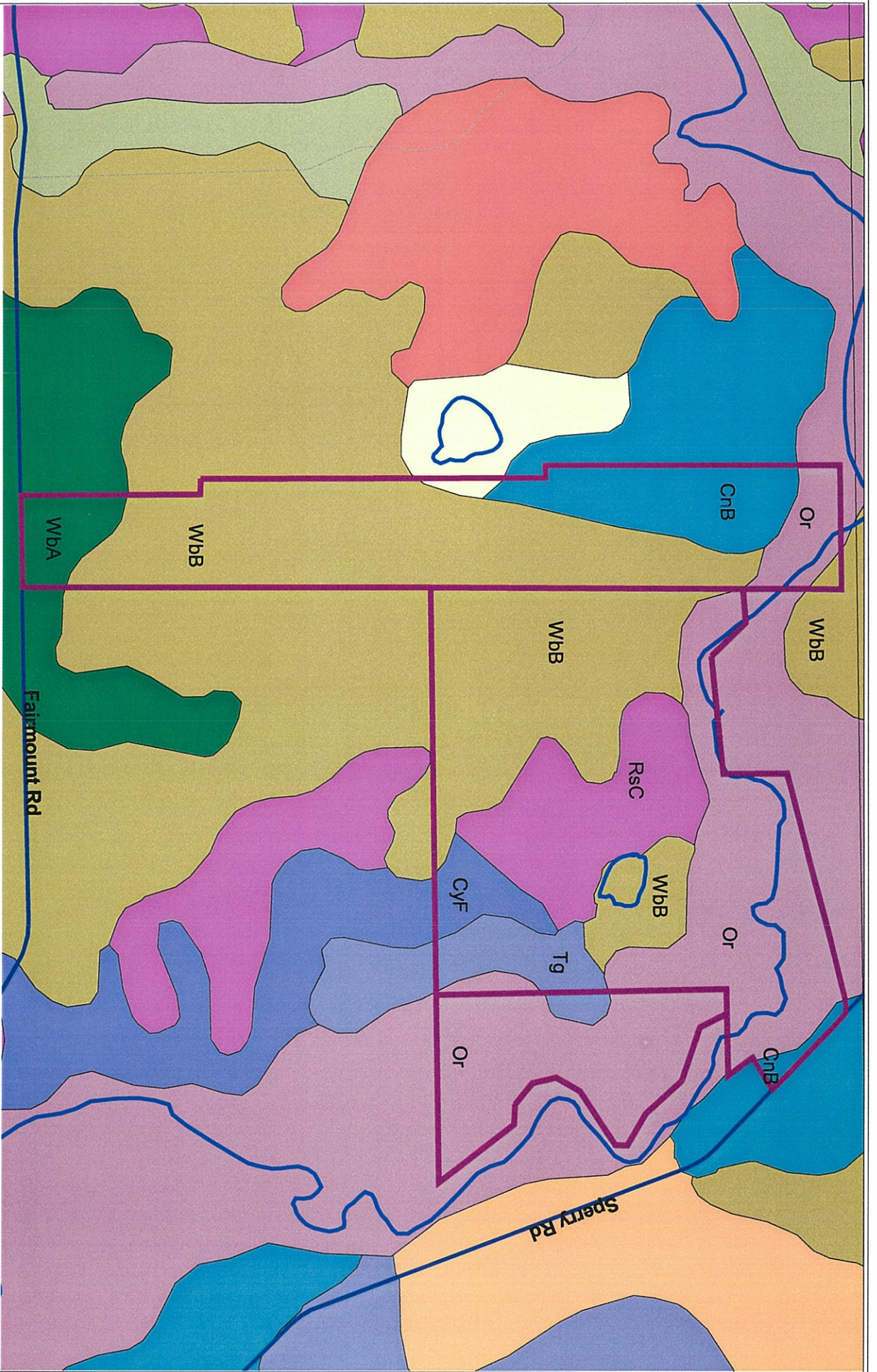
Soils

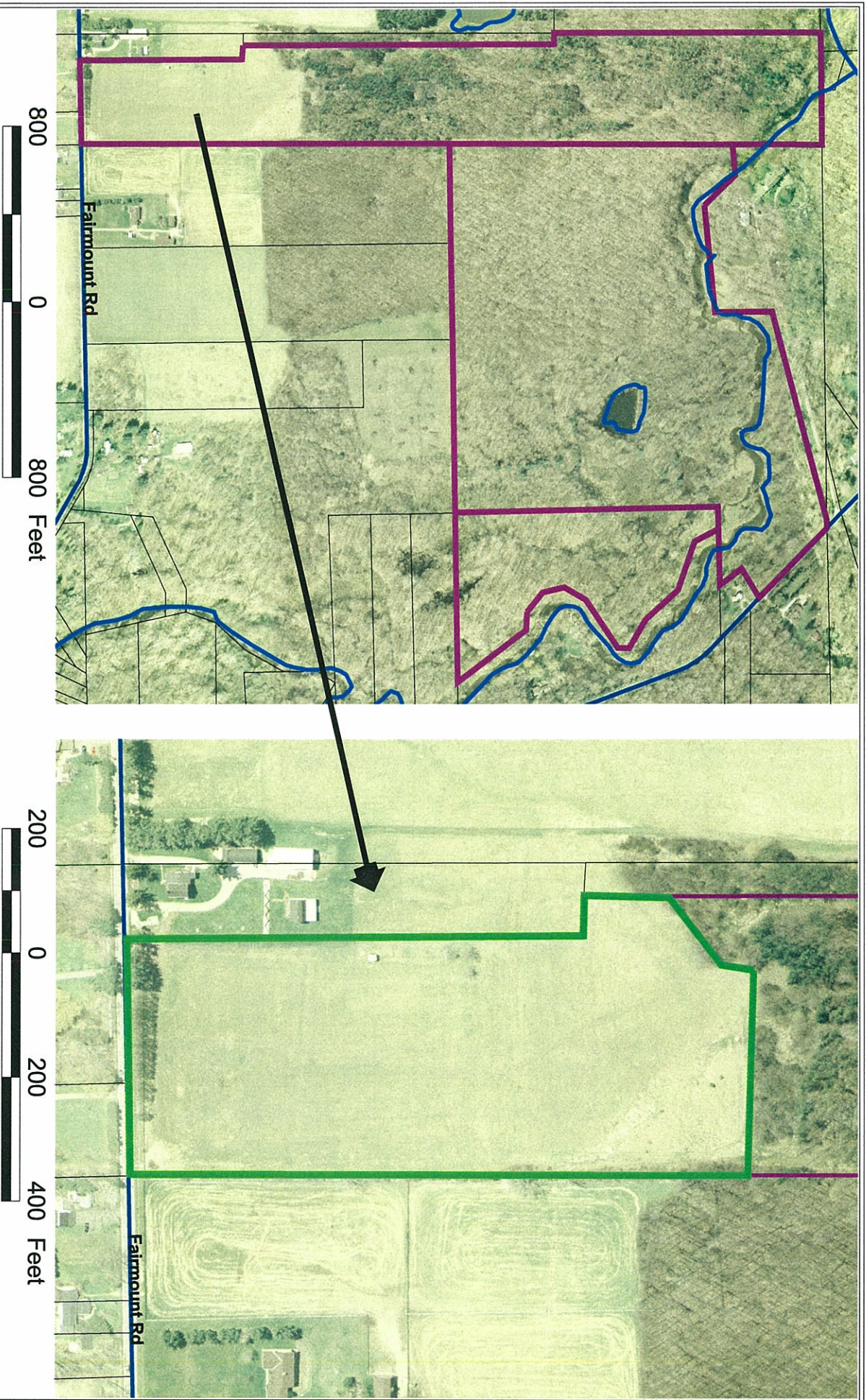


Upper Chagrin Addition



Rivers





Agricultural Encroachment Area



Upper Chagrin Addition



Agricultural Encroachment



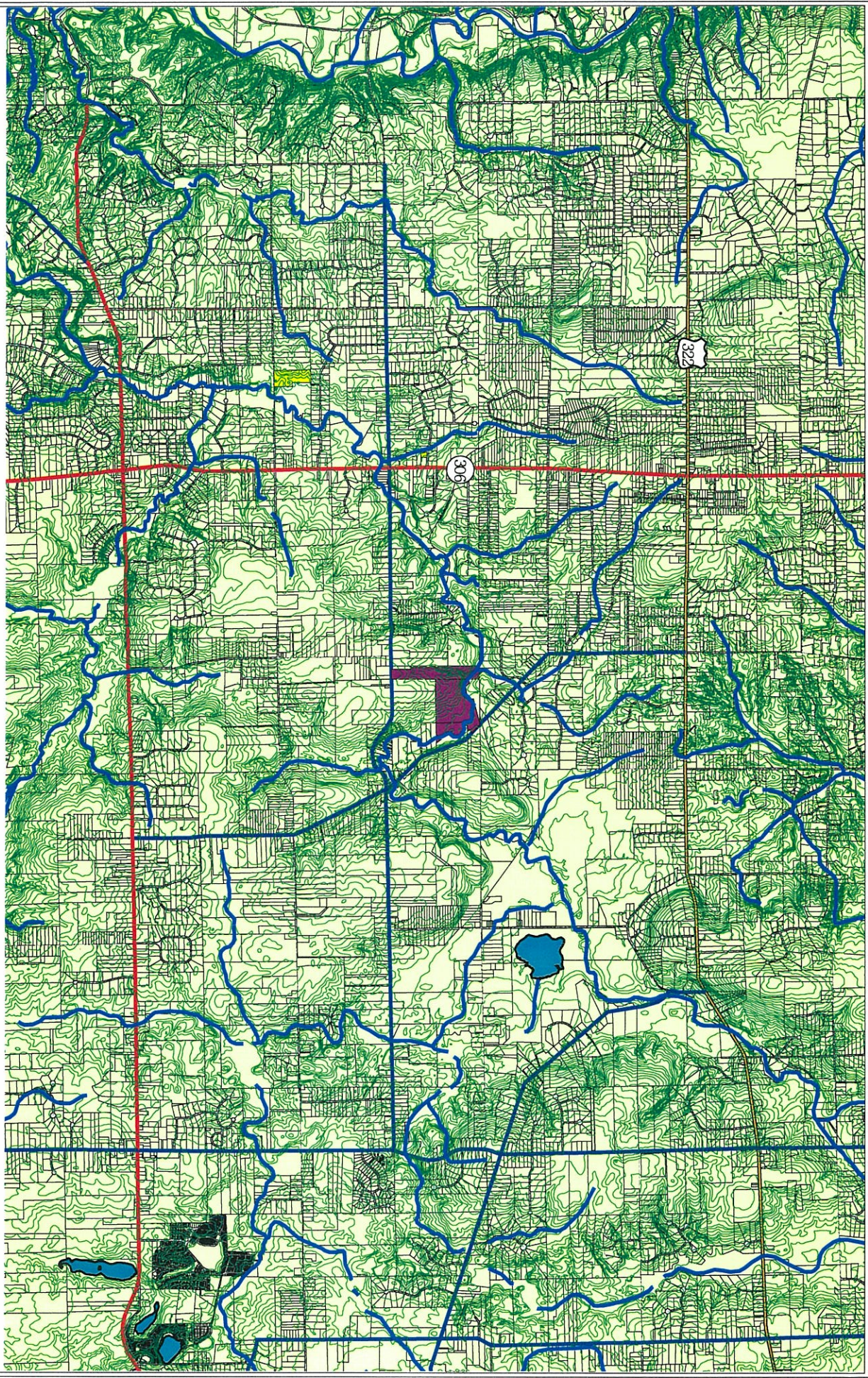


Watershed Position

 Upper Chagrin Addition

 Rivers

 10' Contours



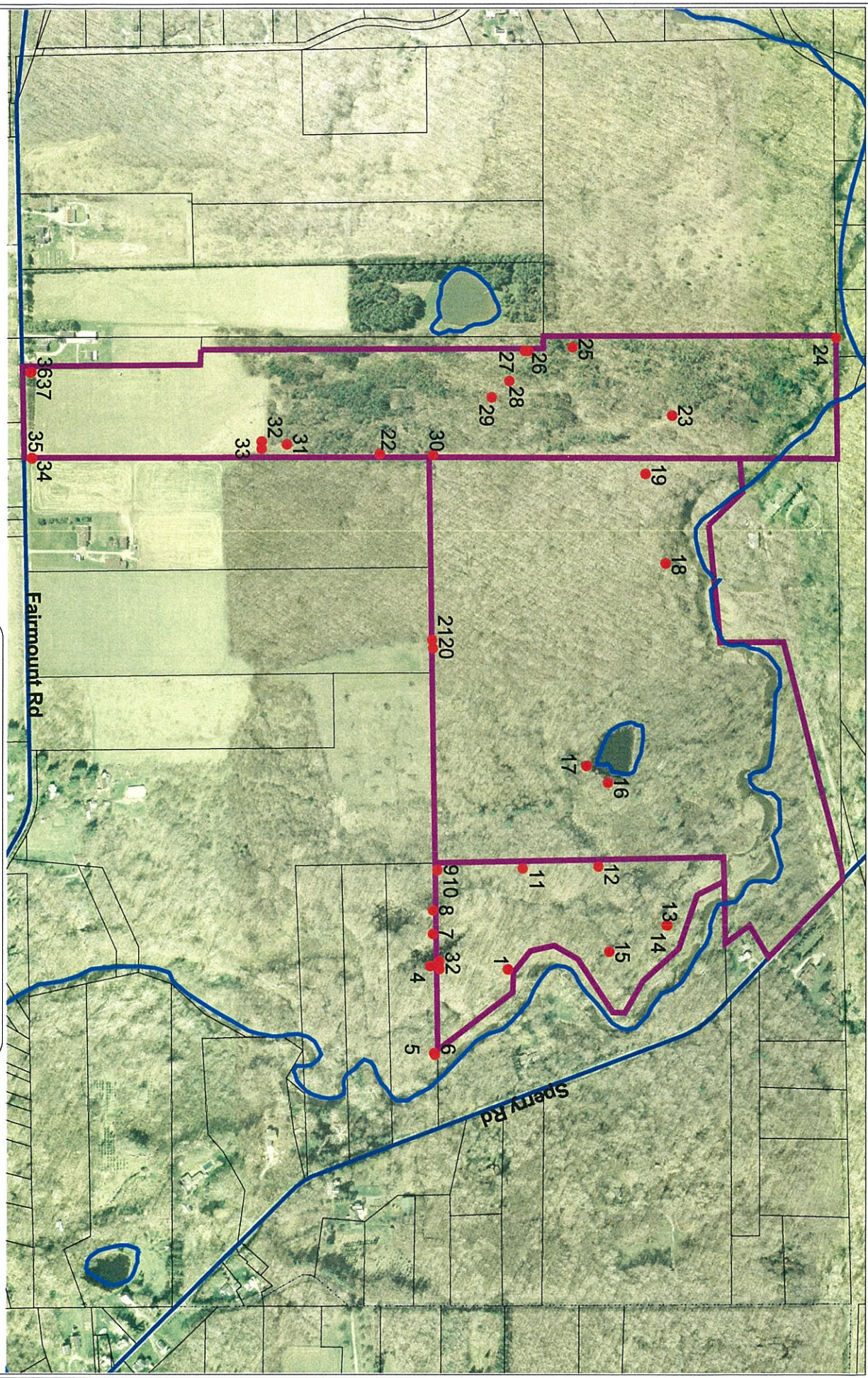


Photo Points

-  Upper Chagrin Addition
-  Photo Point Locations
-  Rivers

