

# GRANT OF CONSERVATION EASEMENT AND COVENANT FOR STEWARDSHIP FEES

This grant of a Conservation Easement, made by the RUSSELL TOWNSHIP PARK COMMISSION OF GEauga COUNTY, OHIO (hereinafter, "Grantor") to CHAGRIN RIVER LAND CONSERVANCY, a charitable corporation, organized, in good standing and qualified to do business under the laws of the State of Ohio, whose address is P.O. Box 314, Novelty, Ohio 44072 (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property situated in Russell Township in Geauga County, Ohio consisting of approximately 7.5 acres (hereinafter, "Protected Property"), legally described in Exhibit A, depicted in Exhibit B, and further described in a Baseline Documentation Report attached as Exhibit C, all attached hereto and made a part hereof; and

WHEREAS, the Protected Property is located within the Chagrin River Watershed and 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, 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 the Grantee have the common purpose of conserving and protecting the Protected Property in perpetuity as “a relatively natural habitat of fish,

wildlife or plants, or similar ecosystem", as that phrase is used in 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 Code, and a "qualified conservation contribution" under 26 U.S.C. 170; 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.

THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:

REAL PROPERTY TRANSFER TAX  
NO TRANSFERRED AND PAID

NECESSARY  
SEP 21 2001

Fee \$                       
Tracy A. Jemison, County Auditor

By: Robert A. Tolson

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 or Excavation.** There shall be no fillings, excavations, 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.
4. **No Mining or Drilling.** There shall be no mining or drilling for minerals, oil, gas or similar substances, nor shall the Protected Property be used as part of any drilling unit for oil and gas production.
5. **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, or disturbance or change in the natural habitat except in accordance with good husbandry practices and enhancement of native wildlife or plant habitat. There shall be no cutting and/or removal of any living or dead trees or vegetation except that dead, fallen, or hazardous trees may be removed in order to maintain roads and trails.
6. **No Powerlines or Communications Towers.** No power transmission lines or communications towers shall be erected, nor shall interests in the Protected Property be granted for this purpose.
7. **No Detrimental Use.** There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, and fish and wildlife or habitat preservation on the Protected Property.
8. **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, providing that existing small dams and ponds on the Protected Property, if any, may be maintained and repaired.

9. **No Motor Vehicles.** There shall be no operation of motorized vehicles including, but not limited to, automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Property, except as necessary for maintenance.
10. **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.
11. **Management as a Natural Area.** Except as otherwise herein provided, the Protected Property shall be managed 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.
12. **Only Passive Use Permitted.** Grantor is limited to such maintenance of the Protected Property as are necessary for use as a passive use recreational area. 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.
13. **Definition of Passive Use Recreational Area.** Use of the Protected Property shall subordinate recreation and public access to the maintenance and enhancement of environmental quality and solitude. The Protected Property shall be maintained for 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 degradations 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.
14. **Permitted Uses Within the Protected Property:** Within the Protected Property, the following are permitted:

- Unpaved trails
- Cross-country skiing, ice skating, snow shoeing except in areas where prohibited by the Russell Township Park Board.
- Fishing in areas designed by applicable Russell Township Park Board Regulations.
- Hiking and nature observation.

15. **Prohibited Uses Within the Protected Property:** Recreational activities within the Protected Property exclude sporting activities and shall be limited to quiet, contemplative, esthetic and scientific pursuits, such as non-intrusive nature study, bird watching, art and photography. Prohibited activities include, but are not limited to the following:

- Use of any motorized vehicle.
- Overnight camping.
- Swimming.
- 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.

16. **Reserved Rights.** The Grantor expressly reserves the right to continue the use of the Protected Property for all purposes consistent with this Conservation Easement. Nothing contained in this Conservation Easement shall grant to the public a right to enter upon the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

17. **Real Property Interest.** This Conservation Easement constitutes a real property interest immediately vested in the Grantee.

18. **Right to Enter and Inspect.** The 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.

19. **Violations.** In the event a violation of these terms, conditions, or restrictions is found to exist, the Grantee may, after notice to the 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 the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the 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. The 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 the Conservation Easement by prior failure to act.

20. **Taxes.** The Grantor shall pay all taxes validly assessed and levied against the Protected Property, including any such taxes validly levied and assessed against the Conservation Easement by competent authorities.
21. **Incorporation in Subsequent Instruments.** The Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be incorporated by reference in any subsequent deed, or other legal instrument, by which he divests himself of either the fee simple title to, or of his possessory interest in, the Protected Property.
22. **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.
23. **Assignment.** The Grantee may transfer or assign its rights in the Conservation Easement if in the Grantee's opinion the purposes of the Conservation Easement are better served by the Conservation Easement being held in the name of another organization which is a qualified organization at the time of transfer under Section 170(h) (3) of the IRC, and is acceptable to the Grantee. The selection of the transferee shall be made by the Board of Trustees of the Grantee or, if the Grantee

has ceased to exist, the survivor(s) of the last Board of Trustees of the 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.

24. **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 the 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 Eminent Domain below with respect to the division of condemnation proceeds. The Grantee shall use any such proceeds in a manner consistent with the purposes of this Conservation Easement.
25. **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.

26. **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.
27. **Stewardship Fee.** Grantor hereby covenants, promises, and agrees that the closing agent in any transfer for value of the Protected Property shall be instructed to pay a Stewardship Fee at closing in the amount of 10% of the full sale price of any sale involving part or all of Protected Property, including that portion of the sale price attributable to improvements, other land, whether or not subject to easements, and any fixture permanently attached to the land, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property.
28. **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.
29. **Counterparts.** This Conservation Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
30. **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.



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 agents, personal representatives, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this nineteenth day of September, 2001.

Signed in the presence of:

Grantor:

RUSSELL TOWNSHIP PARK COMMISSION

Margaret Hester  
Print Name: MARGARET HESTER

Samuel Sieglar  
Name: SAMUEL SIEGLER

Christina Livers  
Print Name: CHRISTINA LIVERS  
(As to both parties)

Roy Podojil  
Name: ROY PODOJIL

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 PARK COMMISSION represented by SAMUEL SIEGLER, its Chairman, and ROY PODOJIL, its Commissioner, 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 such TOWNSHIP.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Geauga County, Ohio this nineteenth day of September, 2001.

Geraldine Heck  
Notary Public

GERALDINE HECK  
Notary Public, State of Ohio  
My Commission Expires 8-21-02

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

Signed in the presence of:

CHAGRIN RIVER LAND CONSERVANCY

Print Name: MARGARET L. ETRICK

By EDWARD F. MEYERS  
Its Secretary

Print Name: Christina Liber  
(As to both parties)

And by **RICHARD D. COCHRAN**  
Its Executive Director

State of Ohio )  
 ) SS:  
County of Geauga )

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at  
Geauga County, Ohio this nineteenth day of September, 2001.

Wilton S. Sogg  
McCarthy, Lebit, Crystal & Haiman Co.  
1800 Midland Building  
101 West Prospect Avenue  
Cleveland, Ohio 44115-1088

Notary Public

**GERALDINE HECK**  
Notary Public, State of Ohio  
My Commission Expires 8-21-02

EXHIBIT A

LEGAL DESCRIPTION

**Parcel Nos. 1 and 2:**

Situated in the Township of Russell, County of Geauga and State of Ohio and known as being parcel marked "Park" and part of Lot No. 2, Section 8, Tract I, in said Township, and further described as follows:

Being the two parcels at the Easterly end of Riverside Park Estates No. 2, as recorded in Volume 8, Page 75 of Geauga County Map Records, having a frontage of 189.72 feet on the Southerly side of said West River Drive, and a frontage of 259.64 feet on the Northerly side of said West River Drive. Containing a total of 2.6810 acres of land.

**Parcel No. 3:**

Situated in the Township of Russell, County of Geauga and State of Ohio and known as being a part of Lot No. 2, Section No. 8, Tract No. 1 in said Township and further described as follows:

Being Sublot No. 2 of Riverside Park Estates No. 2 as recorded in Volume 8, Page 75 of Geauga County Map Records, said Sublot No. 2 having a frontage of 190.00 feet on the centerline of West River Drive, 349.92 feet on the Easterly side, 190.00 feet on the rear line, and 348.92 feet on the Westerly side, and containing 1.5241 acres of land, all as appears on said recorded plat.

**Parcel No. 4:**

Situated in the Township of Russell, County of Geauga and State of Ohio and known as being a part of Lot No. 2, Section No. 8, Tract No. 1, in said township and further described as follows:

Being Sublot No. 1 of Riverside Park Estates No. 2 as recorded in Volume 8, Page 75 of Geauga County Map Records. Said Sublot No. 1 having a frontage of 190.00 feet on the centerline of West River Drive, 360.07 feet on the Easterly side, 190.00 feet on the rear line, and 358.25 feet on the Westerly side and containing 1.5665 acres of land, all as appears on said recorded plat, be the same more or less, but subject to all legal highways.

**Parcel No. 5:**

Situated in the Township of Russell, County of Geauga and State of Ohio and known as being a part of Lot No. 2, Section No. 8, Tract No. 1, in said Township and further described as follows:

Being Sublot No. 3 of Riverside Park Estates and recorded in Volume 8, Page 75 of Geauga County Map Records. Said Sublot having a frontage of 190.00 feet on the centerline of West River Drive and a depth of 358.25 feet on the Easterly side, and 356.42 feet on the Westerly side and 190.00 on the rear line as appears on said recorded plat containing 1.5587 acres of land, be the same more or less, but subject to all legal highways.

ST 26016

August 7, 2001

West River Dr

26-708600

26-706600

26-707008

26-707007

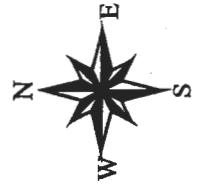
26-706700

70 0 70 140 Feet



EXHIBIT B

Russell Twp Park Commission



# CHAGRIN RIVER LAND CONSERVANCY

## CONSERVATION EASEMENT BASELINE DOCUMENTATION

### EXHIBIT C

Baseline Documentation Report for the WEST RIVER DRIVE II PROPERTY

Geauga County, Ohio



Data Compiled By: Anne K. Murphy  
Date: August 29, 2001

Instrument  
200100609133 OR 1404 Book Page  
801

### DONOR INFORMATION

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

### PRESENT OWNER INFORMATION

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

### PROPERTY LOCATION

Permanent Parcel #: 26-708600, 26-706600, 26-707008, 26-707007, 26-706700  
Address: West River Drive  
County: Geauga  
Acres Preserved: 7.5 acres  
Total Acres: 7.5 acres  
Date Easement Recorded: September 19, 2001  
Adjacent to: The Protected Property is adjacent to private property on the south, east, and west. The northern portion is adjacent to land owned by the Russell Township Trustees.  
Access Notes: Access is from cul-de-sac on West River Drive.

### CHECKLIST OF DOCUMENTS IN MAIN FILE

- ☒ Conservation Easement
- ☒ Maps -- general
  - ☒ Location Map
  - ☒ Aerial Map
  - ☒ Topography and Water
  - ☒ Soils Map
  - ☒ Watershed Position
  - ☒ Photo Point Locations
- ☒ Photographs
- ☐ Form 8283
- ☐ Appraisal
- ☒ Title Documents
- ☐ Survey

## 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:**

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.
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- Cross-country skiing, ice skating, snow shoeing except in areas where prohibited by the Russell Township Park Board.
- Fishing in areas designed by applicable Russell Township Park Board Regulations.
- Hiking and nature observation.

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- Use of any motorized vehicle.
- Overnight camping.
- Swimming.
- 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.

**Specific Reserved Rights:**

1. **Reserved Rights.** The Grantor expressly reserves the right to continue the use of the Protected Property for all purposes consistent with this Conservation Easement. Nothing contained in this Conservation Easement shall grant to the public a right to enter upon the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

## **BASELINE INVENTORY**

### **List and describe existing structures:**

No structures are located on the Protected Property.

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

The Protected Property is approximately 70% forested (50% mixed deciduous forest, 20% floodplain forest), 20% wet meadow, and 10% river.

### **Condition of watercourses or water bodies:**

The Chagrin River courses throughout the northern and eastern portions of the Protected Property. The river is roughly 25-35 feet wide and one to three feet deep. River and associated floodplain are in excellent condition and considered to have high conservation value.

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

No power lines are located on the Protected Property.

### **Describe existing trails or access roads and note condition:**

A series of footpaths cross the Protected Property and are slightly overgrown.

### **Existing dumps/ disturbances?**

None present within the Protected Property.

### **Industrial or Commercial Activity?**

None.

### **Encroachment from adjacent property?**

None.

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

No evidence of recent or past removal of trees.

**DESCRIBE PHOTO POINTS:**

All photos were taken with a Sony Mavica Digital Camera (MVC-FD88) on July 12, 2001.

1. Looking east at forest south of West River Drive.
2. Looking south at forest along West River Drive.
3. Looking west at forest along West River Drive.
4. Looking northwest at edge of meadow and floodplain forest.
5. Looking north at edge of meadow and floodplain forest.
6. Looking east at edge of meadow and floodplain forest.
7. Looking southeast at Chagrin River in eastern portion of Property.
8. Looking southeast at Chagrin River in eastern portion of Property.
9. Looking northwest at Chagrin River in eastern portion of Property.
10. Looking southwest at seep wetland in floodplain forest along the river.
11. Looking northeast at large-diameter sycamores along river.
12. Looking northeast at concrete remains of bridge in river.
13. Looking east at eroding bank along river.
14. Looking west at deer stand in floodplain forest.
15. Looking east at willows along banks of river.
16. Looking at close-up of snail in wet meadow.

## **NARRATIVE DESCRIPTION OF CONSERVATION VALUE OF THE PROTECTED PROPERTY**

On July 12, 2001, Anne Murphy, Conservation Programs Manager and Ecologist for the 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 is characterized by relatively level topography. The mainstem of the Chagrin River flows throughout the Property for nearly 700 feet. The river is approximately 25-35 feet in width throughout most the Property. The river consists of a cobble/pebble bottom with mixed silt and sand substrate. On this particular day, the river appeared more silty than usual. This is most likely the result of development on Silver Creek upstream from the Protected Property. On normal days, the river is quite clear.

The landscape is a diverse mixture of mature forest, floodplain forest, wet meadow, and the Chagrin River itself. The wet meadow surrounding the floodplain forest contains a mixture of tall grasses and old field species such as Indian hemp dogbane, yarrow, Queen Anne's lace, staghorn sumac, horsetails, wingstem, cinquefoil, and dogwood.

Two distinct forest types exist on the Protected Property. The transition between the two types is subtle, and characterized by a change in vegetation typically found in these types of forest. A mature broad-leaved deciduous beech/maple/hickory forest occupies the southwestern and northernmost portions of the Protected Property. Dominant species include American beech, sugar and red maple mixed with shagbark hickory, black cherry, basswood and hop hornbeam. The floodplain forest along the river in the eastern portion of the Protected Property is characterized by the presence of yellow birch, ash, sycamore and black willow. Numerous seep wetlands are found throughout the floodplain forest.

Soils on the Protected Property are comprised entirely of Tioga Loam (TG). Tioga loam is a deep, well-drained soil with slopes of 0-2%. It is commonly found on the highest positions within floodplains and is subject to occasional flooding. Permeability of soil is moderate, while runoff is slow.

Overall the Protected Property has a high Resource and Conservation value based on the direct adjacency of the Chagrin River, floodplain forest, mixed deciduous forest, and wet meadows.

ACKNOWLEDGMENT OF CONDITION

This Baseline Documentation Report is an accurate representation of the Protected Property at the time of the grant of the Conservation Easement.

Grantor:

Say L.A. 9/19/2001  
Name: SANFORD SIEGLER      Date

Roy Podojil 9/19/2001  
Name: ROY PODOJIL      Date

Chagrin River Land Conservancy:

Richard D. Cochran 9/19/2001  
By: RICHARD D. COCHRAN  
Its Executive Director

State of Ohio      )  
   ) SS:  
County of Geauga      )

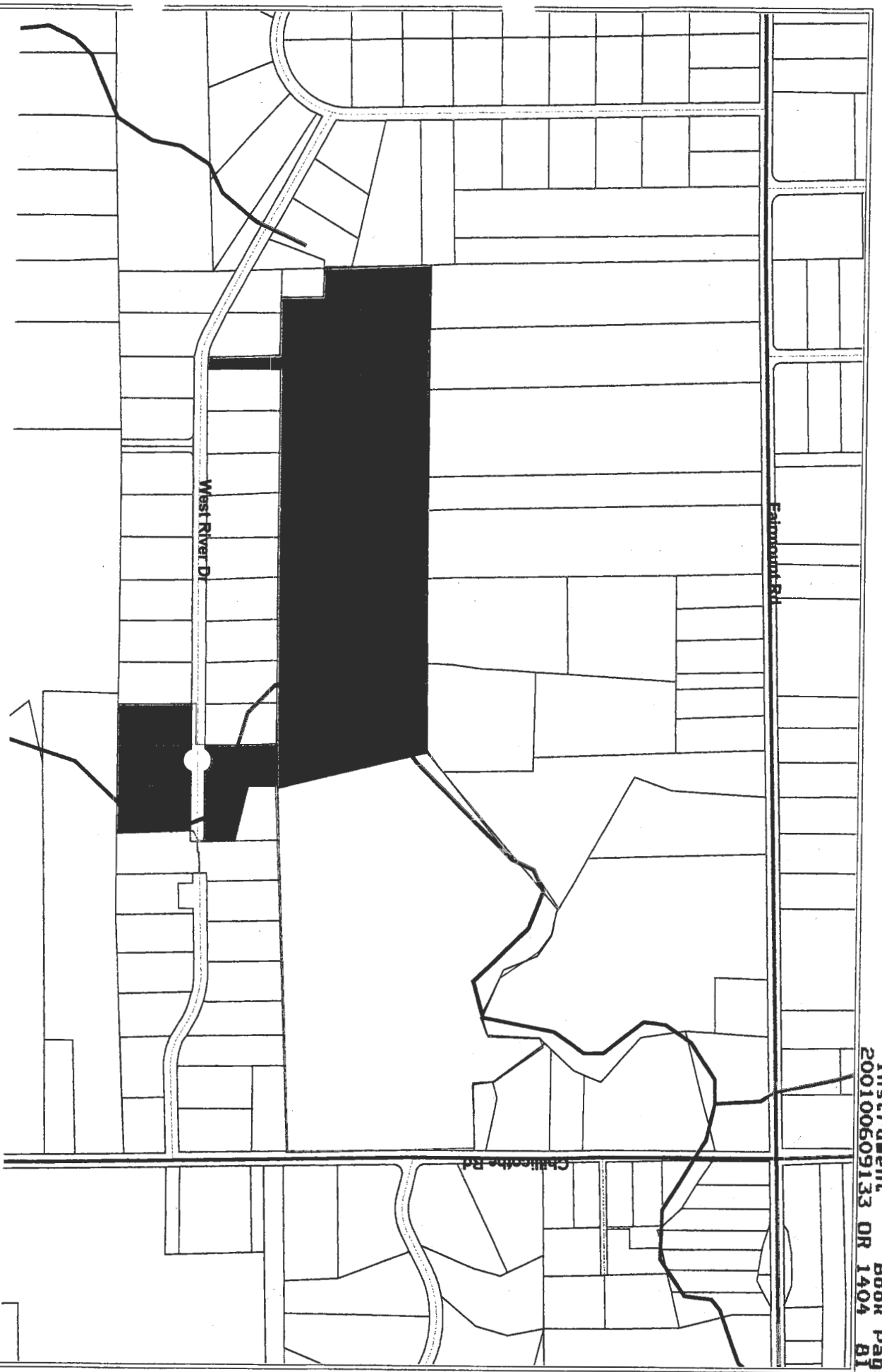
BEFORE ME, a Notary Public in and for said County and State, personally appeared Sanford Siegler, Roy Podojil, Richard D. Cochran who acknowledged that they did execute the foregoing instrument and that the same is their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this nineteenth day of September, 2001.

Geraldine Heck  
Notary Public

My Commission Expires: 8-21-02

GERALDINE HECK  
Notary Public, State of Ohio  
My Commission Expires 8-21-02



*Chagrin River*  
LAND CONSERVANCY

Location Map



Russell Twp Park Commission



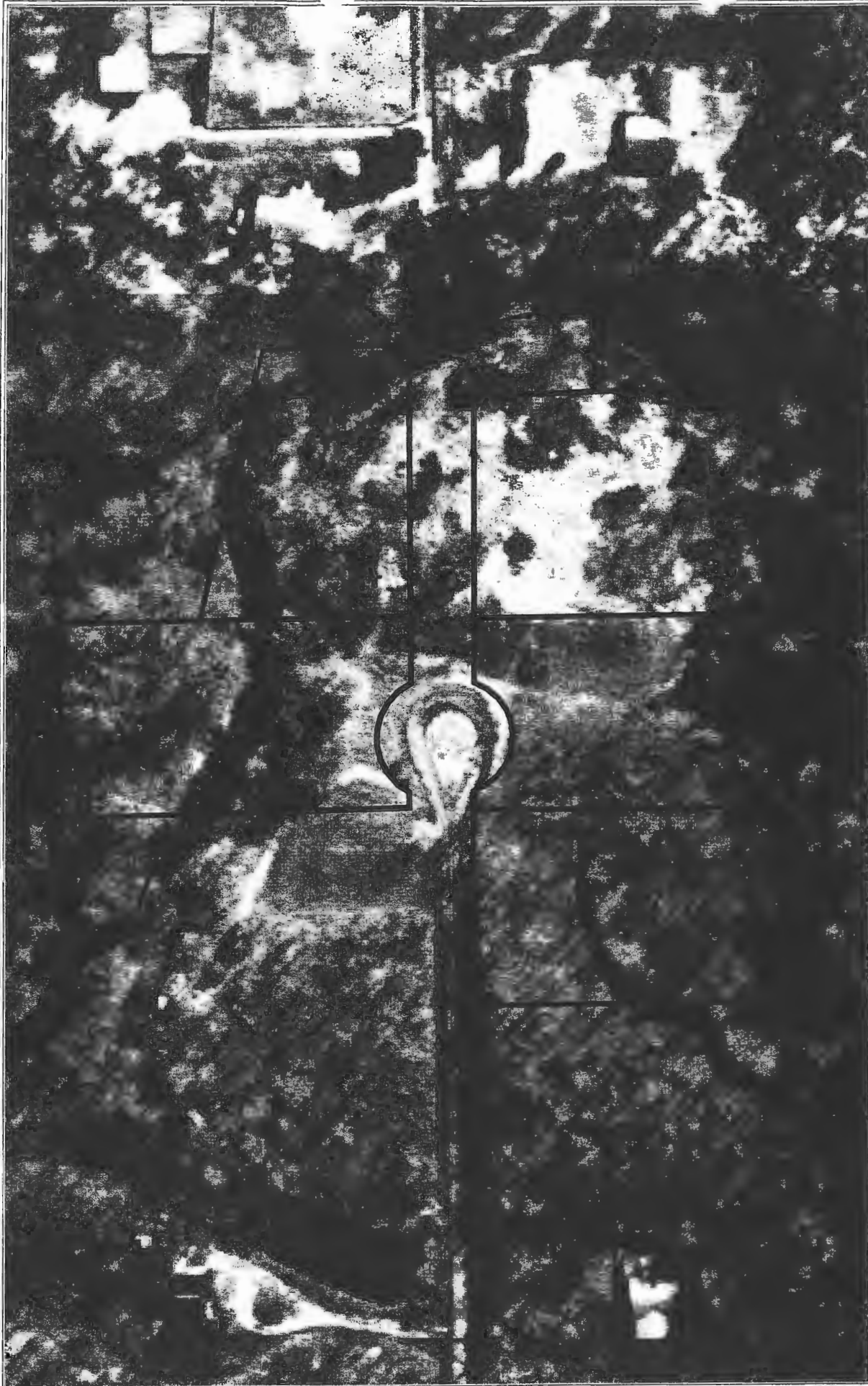
Russell Twp Trustees



West Geauga Commons







80 0 80 160 Feet



### Aerial Map

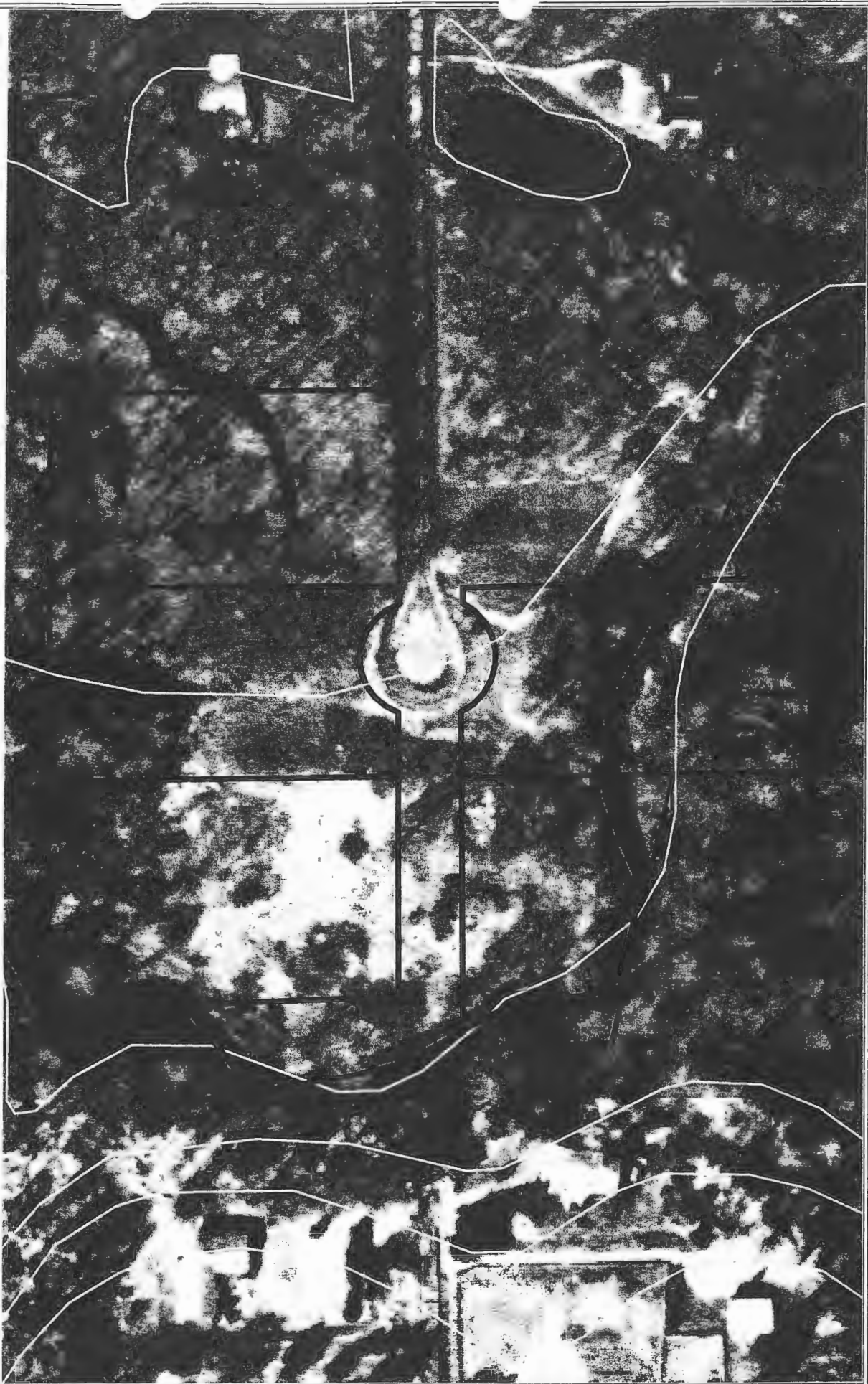


Russell Twp Park Commission



Chagrin River





60 0 60 120 Feet



*Chagrin River*  
LAND CONSERVANCY



Chagrin River

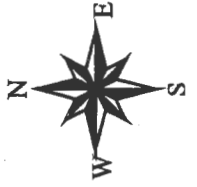
Topography and Water

10' Contours



Russell Twp Park Commission





USGS WATER OVERLAY

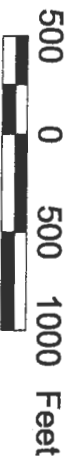
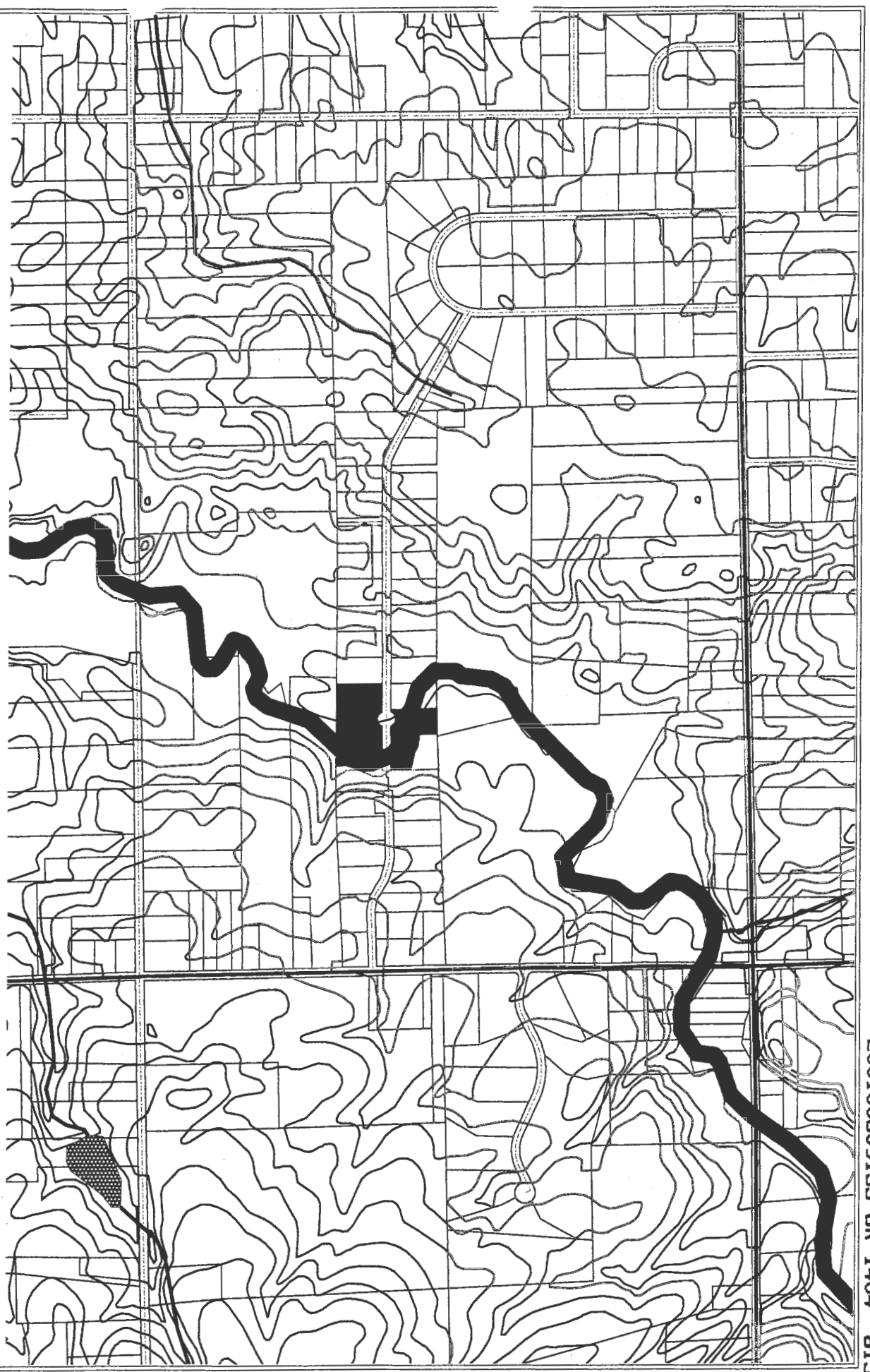
TIOGA LOAM(TG) kcsqp

### Soils Map

-  Russell Twp Park Commission
-  Tioga Loam

70 0 70 140 Feet





*Chagrin River*  
LAND CONSERVANCY



Chagrin River



10' Contours

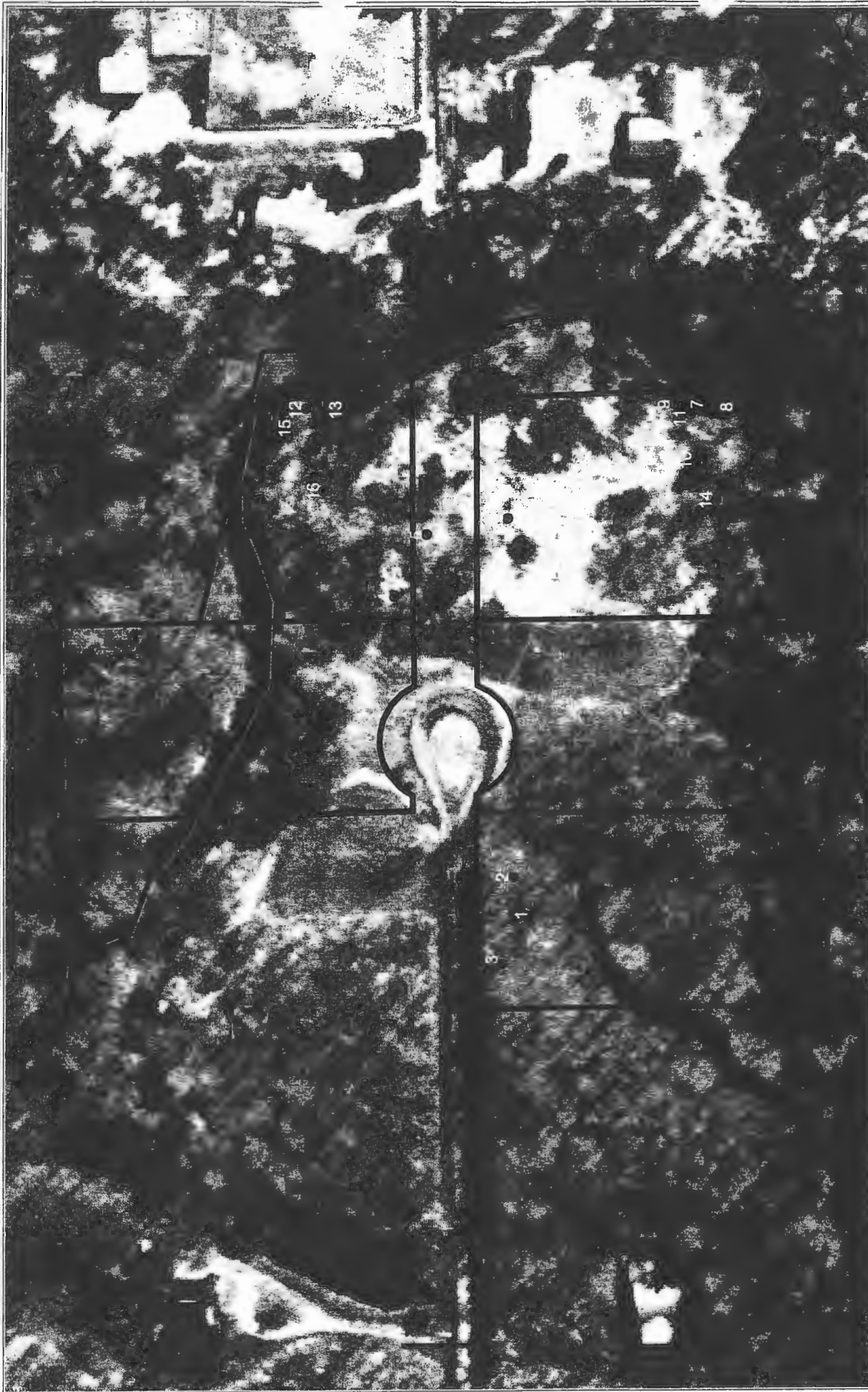


Russell Twp Park Commission

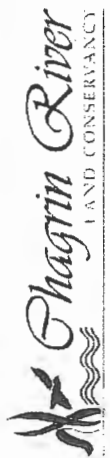
Watershed Position







50 0 50 100 Feet



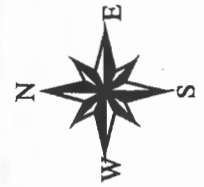
### Photo Point Locations

• Photo Points

Chagrin River



Russell Twp Park Commission



## PHOTO POINTS



1. Looking east at forest south of West River Drive.



2. Looking south at forest along West River Drive.



3. Looking west at forest along West River Drive.



4. Looking northwest at edge of meadow and floodplain forest.



5. Looking north at edge of meadow and floodplain forest.



6. Looking east at edge of meadow and floodplain forest.





7. Looking southeast at Chagrin River in eastern portion of Property.



8. Looking southeast at Chagrin River in eastern portion of Property.



9. Looking northwest at Chagrin River in eastern portion of Property.



10. Looking southwest at seep wetland in floodplain forest along the river.



11. Looking northeast at large-diameter sycamores along river.



12. Looking northeast at concrete remains of bridge in river.



13. Looking east at eroding bank along river.



14. Looking west at deer stand in floodplain forest.



15. Looking east at willows along banks of river.



16. Looking at close-up of snail in wet meadow.