

**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 Commission (“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 (1) parcel of real property aggregating approximately 21.7704 acres in area, located on Dines Road in Russell Township, Geauga County, Ohio (the “Protected Property”), known as permanent parcel number 26-707017 and legally described in Exhibit A and further described and depicted in a Baseline Documentation Report designated Exhibit B, with the Property Identification map of Exhibit B depicting the Protected Property in crosshatch, both of which exhibits are attached hereto and made a part hereof; and

WHEREAS, the Protected Property possesses significant scenic, natural, and open space values (collectively, the “Conservation Values”) of great importance to Grantor, Grantee, to the residents of 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 within close proximity to thousands of acres of parkland and property permanently protected by Grantee within the Chagrin River valley, including one property that is permanently protected by Grantee located within less than one half (1/2) mile from the Protected Property totaling approximately 154 acres, thereby adding to a significant and growing corridor of preserved properties in this area of recent high development pressure; and

WHEREAS, the Protected Property contains approximately 4,100 linear feet of headwater streams to the State Scenic Chagrin River, including Griswold Creek, which is designated by the Ohio Environmental Protection Agency as cold water stream habitat; and

WHEREAS, the Protected Property contains diverse habitat for fish and wildlife, including various successional stages of hardwood forest, floodplain forest, vernal pools, and old field habitat; and

WHEREAS, the Protected Property contains approximately 21 acres of unbroken forest canopy providing habitat for wildlife and shade for Griswold Creek, helping to maintain a cold stream temperature; and

WHEREAS, the Protected Property contains a forested buffer along Griswold Creek which helps control run-off, prevent erosion, and mitigate flooding to downstream properties by providing natural water retention in the floodplain areas thus helping maintain water quality in the State Scenic Chagrin River watershed; and

WHEREAS, the Protected Property contains tree species such as sugar maple, red maple, black maple, American beech, black cherry, bitternut hickory, sycamore, black walnut, witch-hazel, and American elm; and

WHEREAS, the Protected Property contains shrub species, such as spicebush, as well as herbaceous species such as sensitive fern, Christmas fern, and wingstem; and

WHEREAS, the Protected Property provides scenic views along Dines Road that can be enjoyed by the general public; and

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

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

WHEREAS, Grantor and Grantee recognize the aforesaid Conservation Values of the Protected Property in its present state, and have, by the conveyance and acceptance of this

Conservation Easement, respectively, the common purpose of (a) conserving and protecting the Protected Property in perpetuity as natural habitat for plants and wildlife, (b) providing long-term benefits to the citizens of Russell Township, Ohio and Geauga County by operating the Protected Property as a Passive 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 Geauga, Ohio (the "Park District Mission"); and

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

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

WHEREAS, "ecological, scientific, educational, and aesthetic value," "natural, scenic and open condition" and "natural values" as used herein shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Protected Property at the time of this Grant, meaning that native plants and wildlife are permitted to exist in a relatively natural state; and

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

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

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

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

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

A. PURPOSES FOR WHICH THIS CONSERVATION EASEMENT IS GRANTED:

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

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

1. General Reserved Rights.

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

- (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, extremely diseased or materially damaged trees and trees that pose an imminent danger to human life or neighboring properties, and (ii) trees from areas within which existing trails are being widened or new trails created (as provided in subparagraph 4(c); provided, however, that any such removal does not impair significant conservation interests as described in the IRC.

2. Major Reserved Rights.

- (a) Habitat Restoration Activities. Grantor reserves the right, notwithstanding any provision to the contrary in this Grant, to engage in habitat management and restoration activities consistent with and as necessary to further the purposes of Grantor's natural resource management plans for the Protected Property; provided that such restoration and long term management activities are not detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and are otherwise consistent with the Conservation Purposes and Conservation Values.

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

4. **Use Restrictions.**

(a) **Structures; Signs.**

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

(ii) **Signs.** Except as may otherwise be provided in this Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs which are reasonably consistent with the use and operation of the Protected Property as a passive use public park and whose placement, number and design do not significantly diminish the scenic character of the Protected Property, including signs that (A) state the name and address of the Protected Property; (B) state the fact that the Protected Property is protected by this Conservation Easement; (C) facilitate directions; (D) promote educational activities; (E) post the Protected Property to control unauthorized entry or use; and (F) identify sources of funding as required by such sources. Nothing contained herein shall prohibit short-term, temporary signs, advocating or opposing political causes or candidates, provided that such signs are installed within a reasonable time period prior to political elections and removed immediately after same.

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

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

of the Protected Property in any manner except the maintenance of existing and permitted low-impact, pervious trails 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 six feet in width, they are not covered with impervious materials and any tree removal involved in such widening or creation is restricted exclusively to the trail corridors. All trails will be limited in scope and all trails will be installed and maintained using best management practices to prevent soil erosion and other impacts on the Protected Property. Any activities permitted by this subparagraph 4(c) shall not be detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and shall be otherwise consistent with the Conservation Purposes and the Conservation Values.

- (d) Mining. Pursuant to IRC Section 170(h)(5)(b), there shall be no surface mining permitted on the Protected Property.
- (e) Oil and Gas Exploration. Except as otherwise may be permitted in this Grant, there shall be no drilling for oil, gas or similar substances from on the surface of the Protected Property. Notwithstanding the preceding prohibition, however, nothing herein shall prohibit the Protected Property from being leased or otherwise committed as part of a drilling unit for oil and gas production, so long as any such lease or other commitment does not authorize or provide for activities that will impact the surface of the Protected Property in any manner that is inconsistent with the terms of this Grant, regardless of whether such impacts are temporary or permanent in nature.
- (f) Habitat Disturbance. Except as otherwise permitted in this Grant, Grantor shall not cut down, remove or destroy native trees or other plants.
- (g) Power Lines or Communications Towers. Except for utility lines necessary for structures, uses and activities permitted on the Protected Property and as may be permitted by utility easements of record at the time of this Grant, there shall be no power transmission lines or communications towers erected on the Protected Property and no interests in the Protected Property shall be granted for such purpose.
- (h) Manipulation of Water Courses. There shall be no manipulation or alteration of natural water courses, marshes, or other water bodies or activities or uses detrimental to water quality; provided that existing lakes, dams and ponds, if any, on the Protected Property may be maintained, repaired, replaced and expanded. The Protected Property includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir

and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, the "Water Rights"). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the consent of Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the consent of Grantee.

- (i) Limitation on Motor Vehicles. No motorized vehicles shall be operated on the Protected Property except for pickup trucks, tractors, and non-recreational all-terrain vehicles that are used in connection with maintenance, monitoring and management activities. Any permitted use of motorized vehicles on the Protected Property shall be in such a manner so as not to cause rutting or other damage to the surface of the Protected Property that could create a potential for erosion or contribute to other adverse impacts to the Conservation Values.
 - (j) Density Yield; Transfer of Development Rights. The acreage constituting the Protected Property shall not be taken into consideration and may not be used when calculating the lot area, building density, lot coverage, open space, or natural resource use for any future development of any property. Grantor may not transfer (whether or not for compensation) any development rights encumbered or extinguished by this Grant.
 - (k) Subdivision. Except as may be otherwise provided in this Grant, without the prior consent of Grantee, (i) the parcel presently constituting the Protected Property shall not be divided or subdivided, and any transfer must include the entire Protected Property.
 - (l) Commercial Recreational Use. Except for those uses considered "*de minimis*" according to the provisions of IRC Section 2031(c)(8)(B), there shall be no commercial recreational use of the Protected Property.
5. Real Property Interest. This Conservation Easement constitutes a real property interest immediately vested in Grantee binding upon Grantor and Grantee, their respective agents, personnel, representatives, heirs, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.
6. Right to Enter and Inspect. Grantee, or its duly authorized representatives, may enter the Protected Property at all reasonable times, after not less than 24 hours written or telephone notice, for the purposes of inspecting the Protected Property in order to further the objectives of and determine compliance with the terms of this Conservation Easement; provided that no

such notice need be given prior to Grantee entering the Protected Property under emergency circumstances. For the purpose of this provision, "emergency circumstances" shall mean that Grantee has a good-faith basis to believe that a violation of this Conservation Easement is occurring or is imminent.

7. **Grantee's Approval and Withholding of Approval.** When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of Approval, and the conditions, if any, on which approval might otherwise be given. 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.** Grantor's exercise of the Major Reserved Rights under paragraph 2 of this Conservation Easement, specifically the right to engage in habitat management and restoration activities, shall be subject to the prior approval of Grantee. Grantor shall request such approval in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's evaluation of the request shall generally take into account the criteria included at subparagraph 7(b), below, as they relate to the activity itself as well as to the site for the proposed activity, and Grantee's approval shall not be unreasonably withheld.
- (b) **Approval by Grantee of Sites.** The exercise of the right to construct structures, improvements or other surface disturbing activity shall be subject to the prior approval by Grantee of the site for such proposed activity. Grantor shall request such approval in writing and shall include therewith information identifying the proposed site with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria:
- (i) the extent to which use of the site for the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads;

- (ii) the extent to which use of the site for the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;
- (iii) the extent to which use of the site for the proposed activity would impair water quality;
- (iv) in the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted;
- (v) the extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values.

Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement on suitable sites in connection with any determinations that are necessary to be made by them (either separately or jointly) under this paragraph 7. Notwithstanding the foregoing, Grantee's approval of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with or impair the Conservation Values of the Protected Property.

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

rights or remedies as may be available under this Conservation Easement.

8. **Grantee's Remedies.** In the event of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation *ex parte* if necessary, by way of temporary or permanent injunction, to recover from Grantor any damages to which it may be entitled for violation of the terms of this Conservation Easement or damage to any of the Conservation Values arising from such violation, including damages for diminished environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such damage, without limiting Grantor's liability therefor. Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its reasonable discretion, determines that circumstances require its immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph upon giving notice to Grantor of such circumstances but without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violation of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both temporary and permanent, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph apply to violations caused directly by Grantor or by third persons, whether or not claiming by, through or under Grantor, and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions and

purposes of this Conservation Easement by prior failure to act. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the violation of the terms of this Conservation Easement shall be borne by Grantor.

9. **Upkeep and Maintenance.** Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.
10. **Liability and Indemnification; Insurance.** Grantor and Grantee acknowledge and agree that Grantor retains the fee simple ownership of the Protected Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Conservation Easement. Grantor therefore agrees that general liability for risks, damages, injuries, claims or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of property ownership. Accordingly, Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property and not caused by Grantee or its agents, contractors or invitees. Grantor shall keep the Protected Property insured with comprehensive general liability insurance in reasonable amounts (which insurance shall cover the contractual indemnity obligations of Grantor to Grantee hereunder) against claims for personal injury, death and property damage, cause Grantee to be named as an additional insured on such insurance policies, and provide evidence of such insurance to Grantee as of the effective date of this Conservation Easement and periodically thereafter as such insurance coverage is renewed or replaced. Such evidence shall be in the form of a certificate of insurance which (a) indicates that Grantee is an additional insured; and (b) requires written notice from the insurer to Grantee not less than 30 days before making a material change in or canceling such coverage.
11. **Taxes.** Grantor shall pay all taxes validly assessed and levied against the Protected Property, including any such taxes validly levied and assessed against this Conservation Easement by competent authorities, it being understood that no taxes are presently levied against conservation easements generally in the State of Ohio, or, to the knowledge of Grantor or Grantee, are such taxes contemplated by any taxing authority with jurisdiction over the Protected Property. At its option, Grantee may, but shall not be obligated to, discharge any tax

lien (or other encumbrance) at any time levied or placed on the Protected Property should Grantor fail to do so. Before doing so, Grantee shall give Grantor notice of its intention to discharge any such tax lien or other encumbrance and Grantee shall not proceed unless Grantor has failed to discharge such tax lien or other encumbrance within 30 days after the giving of such notice. Grantor shall reimburse Grantee on demand for any payment so made.

12. **Incorporation in Subsequent Instruments.** In order to assure that the transferee of title to or a possessory interest in the Protected Property is aware of the existence of this Grant, Grantor agrees that a reference to this Conservation Easement shall be incorporated in any subsequent deed, or other legal instrument, by which Grantor divests either the fee simple title to, or a possessory interest in, the Protected Property.

13. **Amendment; Discretionary Approval.**

- (a) **Background.** Grantee and Grantor recognize that future circumstances that are unforeseen at the time of this Grant may arise which make it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Values of the Protected Property and to guaranty the perpetual nature of this Conservation Easement. Any such action, if determined to be beneficial or necessary, shall be in the form of either (i) an amendment, in the case of a permanent modification of the terms of this Conservation Easement, including but not by way of limitation, a clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, in the case of a temporary activity or impact relating to the maintenance or management of the Protected Property which does not require a permanent modification of the Conservation Easement terms. All amendments and discretionary approvals shall be subject to this paragraph 13. Nothing in this paragraph, however, shall require Grantor or Grantee to consult or negotiate regarding, or to agree to any amendment or discretionary approval.
- (b) **Amendment.** This Grant may be amended only with the written consent of Grantee and Grantor. Grantee shall not consent to any amendment of this Conservation Easement unless (i) Grantor submits a written request for amendment pursuant to Grantee's existing amendment policy and such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments; and (ii) the effect of such amendment is neutral with respect to or enhances the Conservation Purposes. Any such amendment shall be consistent with the purposes of this Grant and shall comply with IRC Sections 170(h) and 2031(c) and shall also be consistent with ORC

Sections 5301.67 through 5301.70 and any regulations promulgated pursuant to such sections. Any such amendment shall be recorded in the Official Records of 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 paragraph 7, entitled "Grantee's Approval or Withholding of Approval"; and (ii) describe the proposed activity in sufficient detail to allow Grantee to evaluate the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may grant its consent only if it determines that (x) the performance of such activity is, in fact, beneficial or necessary; and (xi) such activity (A) does not violate the purpose of this Conservation Easement, and (B) results in an outcome that is neutral with respect to or enhances the Conservation Purposes of this Conservation Easement.
- (d) General. Notwithstanding the foregoing, Grantee and Grantor shall have no power or right to agree to any activity that would (i) result in the extinguishment of this Conservation Easement; (ii) adversely affect the perpetual nature of this Conservation Easement; (iii) adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including IRC Sections 170(h) and 501(c)(3) and the laws of the State of Ohio; or (iv) result in either private benefit or inurement to any party. For purposes of this paragraph, the terms private benefit and inurement shall have the same meanings ascribed to them in IRC Section 501(c)(3) and associated Treasury Regulations.

14. Assignment. Grantee may transfer or assign all or less than all of Grantee's rights and obligations under this Conservation Easement if, in Grantee's opinion, the purposes of this

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

15. Extinguishment.

- (a) Limitation. If future circumstances render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of subparagraph 15(b), adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Conservation Easement.
- (b) Percentage Interests. For purposes of this paragraph 15, Grantor and Grantee stipulate that, as of the effective date of this Grant, this Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Such percentage interests shall be determined by the ratio of (i) the value of this Conservation Easement on the effective date of this Grant to (ii) the value of the Protected Property, without deduction for the value of this Conservation Easement, on the effective date of this Grant. The values on the effective date of this Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Grant, pursuant to IRC Section 170(h). Such values, if available on the date hereof, are set forth in an appraisal prepared for

Grantor, a copy of which Grantor shall deliver to Grantee and to be retained thereafter in Grantee's files, and Grantor and Grantee shall thereafter amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. In the event such percentage interests, for whatever reason, cannot be determined as described above, the percentage interests of Grantor and Grantee in the fair market value of the Protected Property shall be deemed to be fifty percent (50%) each. For purposes of this paragraph, the ratio of the value of this Conservation Easement to the value of the Protected Property unencumbered by this Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant.

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

equal to ten percent (10%) of the full consideration paid, including that portion of such consideration attributable to improvements. In the event the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the Fee; provided that any lien securing payment of the Fee shall be subordinate to the lien of any first mortgage on the Protected Property. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Ohio.

19. **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: Russell Township Park Commission
 P.O. Box 28
 Novelty, OH 44072
 Attention: Chairperson

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

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

27. **Effective Date; Mortgage Subordination; Mechanics Liens.** Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the Official Records of 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 paragraphs 14 and 17 (entitled "Assignment" and "Notice of Proposed Transfer", respectively). The instrument of assignment shall refer to the provisions of this paragraph, and shall contain confirmatory language suitable to reimpose this Conservation Easement to the extent, if any, necessary to continue it in force.
29. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in this Conservation Easement or in the Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.
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, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

IN WITNESS WHEREOF, Grantor has executed this instrument this 14th day of January, 2019.

GRANTOR:

**RUSSELL TOWNSHIP
PARK COMMISSION**

By: [Signature]
Scott Wayt
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 Russell Township Park Commission, by Scott Wayt, its Commissioner and Chairperson, 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 Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of January, 2019.
[Signature]
Notary Public



TODD C. HICKS
Notary Public-State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

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

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 15th day of January, 2019.

GRANTEE:

WESTERN RESERVE LAND CONSERVANCY

By: 
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 15th day of January, 2019.


Notary Public



**KRISTA FUTREL
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
July 2, 2023**

Exhibit A
Legal Description

Permanent Parcel Number: 26-707017

Situated in the Township of Russell, County of Geauga and State of Ohio and known as being part of Original Lot No. 6 in Section No. 10, Tract No. 1 in said Township and more particularly bounded and described as follows:

Beginning at the intersection of the centerline of Dines Road, 60 feet wide, with the centerline of County Line Road, 60 feet wide.

Thence South 88° 55' 17" East along said centerline of Dines Road, a distance of 436.03 feet to the principal place of beginning of land herein described.

Course No. 1: Thence North 0° 09' 03" East, a distance of 789.30 feet to the southerly line of land conveyed to Barbara B. McKelvey by deed recorded in Volume 609, Page 427 of Geauga County Records.

Course No. 2: Thence South 89° 45' 33" East, along said southerly line, a distance of 1195.17 feet to the northwest corner of land conveyed to Robert G. Kennedy and Elaine C. Kennedy, by deed recorded in Volume 617, Page 578 of Geauga County Records.

Course No. 3: Thence South 0° 14' 27" West, along the westerly line of said land conveyed to Robert G. Kennedy and Elaine C. Kennedy, a distance of 794.71 feet to the centerline of Dines Road.

Course No. 4: Thence North 89° 45' 33" West, along said centerline of Dines road, a distance of 823.80 feet to an angle therein.

Course No. 5: Thence North 88° 55' 17" West, continuing along said centerline of Dines Road, a distance of 370.17 feet to the principal place of beginning and containing 21.7704 Acres of land, of which 0.8223 Acres lie within the Right-of-Way of Dines road, 60 feet wide, according to a survey made by Bauer Surveys Company dated August 8, 1995 per A. Thomas Powers, Registered Professional Land Surveyor No. 4432



Western Reserve Land Conservancy

land • people • community

EXHIBIT B

Baseline Documentation Report

DINES RD RTPD PROPERTY

in

Russell Township, Geauga County, Ohio

Report Prepared By: Sarah Kitson and Pete McDonald

Date of Site Visit: November 16, 2018

Date Finalized: December 4, 2018

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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 (the 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. The information in this BDR is as complete and accurate as possible based on at least one property visit and property research using available resources.

In order to be eligible to receive a federal tax deduction in connection with the grant of a 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 approves the BDR by signing the Acknowledgement of Condition page within this document.

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". On November 16, 2018 Pete McDonald, Director of Land Stewardship for Western Reserve Land Conservancy, visited the Dines Rd RTPD (Russell Township Park District) property for the purpose of establishing a BDR of the Protected Property. During the site visit, he walked the Protected Property and took photos at the property corners and other significant locations.

Summary of Funding Sources and Property Restrictions

The Protected Property will be encumbered by a conservation easement donated by the Grantor. Western Reserve Land Conservancy is not aware of any other restrictions on the Protected Property other than

additional encumbrances referred to in the updated title commitment.

SECTION 2: GRANTOR INFORMATION

Grantor: Russell Township Park District
Address: P.O. Box 28, Novelty, OH 44072

SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION

Role: Property Owner
Name: Russell Township Park District – Attn: Scott Wayt
Address: P.O. Box 28, Novelty, OH 44072
Phone: 614-404-2300 (Scott Wayt mobile)
Email: scottwayt.russellparkboard@yahoo.com

SECTION 4: GRANTEE INFORMATION

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

SECTION 5: PARCEL INFORMATION

Acres Preserved: 21.7704 (See Exhibit A – the legal description.)

County: Geauga

Municipality: Russell Township

Watershed: Chagrin River

HUC 12: 041100030402

HUC 12 Narrative: Griswold Creek-Chagrin River

HUC 14: 04110003030010

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

Protected Property Address: 7350 Dines Road, Novelty, OH 44072

Adjacent to: The Protected Property is adjacent to private property on all sides. The southern boundary is adjacent to Dines Road.

Access Notes: Access the Protected Property from the northern side of Dines Road. The Protected Property does not contain any residential structures; however, it has an address of 7350 Dines Road, Novelty, OH 44072. The Protected Property is just west of 7432 Dines Road.

Permanent Parcel (s): Parcel information for this report was gathered from the legal description for the permanent parcel (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
26-707017	All	Dines Road	21.7704	21.7704
		Total Acres:	21.7704	21.7704

SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION

6.1 LOCATION & SURROUNDING LAND USE

The Protected Property is located on Dines Road in Russell Township in Geauga County, OH. The

Protected Property is approximately 0.5 miles east of the Cuyahoga-Geauga County border. The Chagrin Falls village center is approximately 3.5 miles south of the Protected Property. The Protected Property is within 7 miles of Interstate 271 to the west. The Protected Property is within the Griswold Creek watershed, which flows into the State Scenic Chagrin River.

The surrounding land use consists of remaining blocks of forest and farmland with increasing residential and commercial development expanding from nearby communities and the suburbs of Cleveland. Within less than 0.5 miles west of the Protected Property exists a corridor of thousands of acres of additional Western Reserve Land Conservancy protected properties and parkland, including South Chagrin Reservation. The preservation of the Protected Property presents a significant opportunity to expand this corridor.

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

General Uses

The Protected Property is currently managed as an undisturbed nature preserve.

6.3 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 since 1994. The western approximately 2.5 acres of the Protected Property consists of early-succession forest mixed with some old field habitat indicating that it must have been cleared 30-50 years ago. Some pine and spruce were planted in this area as well.

SECTION 7: PROTECTED PROPERTY INVENTORY

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

7.1 RESIDENTIAL AREAS, STRUCTURES, IMPROVEMENTS, AND/OR NOTED FEATURES

- No residential areas, structures, improvements, or other features were noted at the time of the visit.

7.2 POWER/UTILITY RIGHTS-OF-WAY

- No power or other utility Rights-of-Way were noted at the time of the visit.

7.3 OTHER EXISTING EASEMENTS OR RIGHTS-OF-WAY

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

7.4 ACCESS ROADS & TRAILS

- There are remnants of old trails visible in the western portion of the Protected Property, but there are no existing roads or trails.

7.5 DUMPS, MAJOR DISTURBANCES, OR ENVIRONMENTAL HAZARDS

- No dumps, major disturbances, or environmental hazards were noted at the time of the visit.

7.6 ENCROACHMENTS

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

7.7 INVASIVE SPECIES

- Multiflora rose is found along the road frontage and throughout the Protected Property but it is not abundant.
- Phragmites is found along the road frontage near the bridge.
- Private is found in the understory in the northern portion of the Protected Property in the lowland areas.

7.8 MONITORING NOTES

- The Protected Property is easily accessible from the road frontage or with permission from the neighbor's house to the east. During periods of heavy rainfall or snowmelt, Griswold Creek is likely difficult and/or unsafe to cross. The western portion of the Protected Property contains dense early-successional vegetation and is difficult to traverse. There are some steep slopes around Griswold Creek, but the open hardwood forest areas are easy to walk.

SECTION 8: LAND COVER SUMMARY

The Protected Property encompasses 21.7704 acres in total land area and contains various successional stages of hardwood forest mixed with some pine and hemlock, floodplain forest, old field, vernal pools, and intermittent and perennial cold water stream habitat (see Appendix C: Land Cover map). The acres listed below were calculated using GIS and may not match the exact acreage of the Protected Property. Refer to the Appendix C: Soils map for the location of soil types on the Protected Property.

Natural Resource / Land Cover	Description
Early-successional hardwood forest	~2.9 acres
Early/mid-successional hardwood forest	~1.5 acres
Mid-to-late successional hardwood forest	~12 acres
Floodplain forest wetland	~3.5 acres
Old field	~0.4 acres
Griswold Creek	~1.1 acres
Griswold Creek	~2,000 linear feet
Griswold Creek tributaries	~2,100 linear feet
Scenic road frontage	~1,200 linear feet

SECTION 9: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES

Introduction

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. These land cover areas describe existing conditions and do not correspond to reserved areas, if any, defined in the conservation easement.

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

Early-Successional Hardwood Forest - (Photo Points 7, 8, 11, and 12)

Approximately 2.9 acres of early-successional hardwood forest habitat is found along the western portion of the Protected Property. This area of the Protected Property has reverted from old field to early-successional forest and includes pine and spruce trees that were probably planted. Ash, red maple, Scots pine, American elm, white pine, old apple, privet, buckthorn, and hawthorn were the most common species noted. Old-field grasses and scrub-shrub habitat are found in the open areas of this habitat making it difficult to walk through.

Early/mid-Successional Hardwood Forest - (No Photos)

East of the early-successional forest habitat is an approximately 1.5 acre forest stand that is in transition from an early to a mid-successional stage. In addition to the early-successional species red maple, sugar maple, red oak, and tulip were more common.

Mid-to-Late Successional Hardwood Forest - (Photo Points 1-4, 9, 10, and 14-15)

Over half the Protected Property, approximately 12 acres, consists of mid-to-late successional hardwood forest. Most trees range from 8" to 24", but there are some larger trees as well. The forest is primarily an American beech-sugar maple forest, but many other species were found as well including eastern hemlock on the steep slopes east of Griswold Creek. The understory is fairly sparse due to heavy deer browse; however, spicebush, witchhazel, and flowering dogwood were noted. Christmas fern is abundant on some of the steep slopes.

Floodplain Forest Wetlands - (Photo Points 3, 4, 5, 10)

The lowland areas around Griswold Creek contain approximately 3.5 acres of mid-to-late successional floodplain forest. Black walnut and sycamore are common in this habitat with some trees reaching up to 36" in diameter at breast height (dbh). Black maple, cottonwood, black birch, American elm, catalpa, and bitternut hickory were also noted. The understory is most open but also contains some densely vegetated areas. Wingstem, privet, sensitive fern, spicebush, and deer tongue grass are some of the species noted during the site visit. The area denoted on the Land Cover map is not entirely swamp forest because some areas are higher and drier, but the species composition is fairly uniform throughout. Large vernal pool wetlands are found in the floodplain forest west of Griswold Creek.

Old Field - (Photo Points 14 and 15)

The Protected Property approximately 0.4 acres of old field habitat located along Dines Road. The road edge is mowed and contains common old field grasses as well as some invasive species like multiflora rose and phragmites.

Griswold Creek and Tributaries - (Photo Points 2, 4, 6, and 13)

Griswold Creek, designated by the Ohio EPA as a cold water tributary to the State Scenic Chagrin River, flows generally from north to south through the Protected Property. Griswold Creek maintains a unique biological community and a cold stream temperature due to significant amounts of groundwater feeding the stream from sources like hillside seeps and springs. The forested buffer surrounding the creek provides food and habitat for wildlife and shades the stream to benefit sensitive aquatic species. The creek stretches approximately 2,000 linear feet and is wide throughout the Protected Property totaling approximately 1.1 acres in land area. The creek ranges from 20-40' in bank full width and contains riffles, runs, and pools making excellent habitat for fish, insects, and other organisms that depend on freshwater streams for their life cycles. The stream exhibits natural sinuosity throughout the Protected Property.

Stream substrate consists primarily of cobble and gravel with some small sand bars. Woody debris is present along some portions of the stream bank, especially bends. There are some deep bank cuts along stretches of the stream indicating heavy flow during storm events and snow melt. Several small ephemeral and intermittent tributaries flow into Griswold Creek from the western slopes.

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 use outdoor recreation including trails for hiking and bird watching. The Protected Property contains opportunities for education of the general public including the study of forest succession and the importance of forested floodplain buffers along streams and unique habitat like vernal pool wetlands and cold water stream habitat.

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values that add to the rural and natural character of Russell Township. Dines Road provides scenic views of the Protected Property's natural areas. The Protected Property has natural resource conservation value based on its approximately 21.7704 acres of diverse habitat for fish and wildlife including various successional stages of hardwood and pine forest, forested floodplain, vernal pools, old field habitat, and high quality tributaries to the State Scenic Chagrin River, including Griswold Creek, a stream designated as cold water habitat by Ohio EPA. 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 State Scenic Chagrin River watershed. Natural areas preservation also promotes groundwater recharge for local aquifers. Finally, the Protected Property is located in close proximity to thousands of acres of parkland and land permanently protected by Western Reserve Land Conservancy within the Chagrin River valley thereby adding to a significant and growing corridor of conservation land.

SECTION 10: LIST OF PHOTO POINTS

(All photos were taken by Pete McDonald with an Apple iPhone 6 digital camera on November 16, 2018. All structures depicted in the photos are located on the Protected Property unless otherwise noted.)

1. Looking northwest at the upland mid-to-late successional hardwood forest from near the eastern property boundary.
2. Looking west at Griswold Creek from near the northeastern property corner.
3. Looking south along the eastern boundary at lowland swamp forest and a ridge ascending to upland hardwood forest from near the northeastern property corner.
4. Looking south at Griswold Creek and the surrounding lowland swamp forest with upland hemlock-hardwood forest in the background.
5. Looking west at one of several large vernal pools located in the lowland area west of Griswold Creek.
6. Looking west-northwest at an intermittent tributary to Griswold Creek.
7. Looking south at early-successional forested habitat. A metal stake was found at this location indicating that it is likely the northwestern property corner.

8. Looking east at early-successional forested habitat along the northern boundary. A metal stake was found at this location indicating that it is likely the northwestern property corner.
9. Looking southeast from the top of a ridge at another large vernal pool in the lowland forested area west of Griswold Creek.
10. Looking southeast at another large vernal pool in the lowland forested area west of Griswold Creek from the top of a ridge.
11. Looking east along the southern boundary and Dines Road from the near the southwestern property corner.
12. Looking north along the western boundary from near the southwestern property corner.
13. Looking north at Griswold Creek and the surrounding forest from the bridge on Dines Road.
14. Looking north at old field habitat near the road and forested habitat along the eastern boundary from near the southeastern property corner.
15. Looking west at old field habitat along Dines Road and forested habitat to the north on the Protected Property from near the southeastern property corner.

SECTION 11: PHOTO POINT COORDINATES

Coordinate System: Latitude/Longitude (Decimal Degrees)

GPS points were taken on November 16, 2018 using a Trimble Juno SB GPS.

Point Number	Latitude	Longitude
1	41.47966662	-81.37681119
2	41.48044306	-81.37674096
3	41.48043714	-81.37671667
4	41.48042898	-81.37828689
5	41.48013172	-81.37877507
6	41.48050352	-81.37960623
7	41.48068685	-81.38092422
8	41.48069242	-81.38092734
9	41.47968028	-81.37968637
10	41.47944115	-81.37967014
11	41.47858294	-81.38097783
12	41.47858067	-81.38097329
13	41.47851862	-81.37811508
14	41.47851585	-81.37666856
15	41.47851210	-81.37666863

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 12: 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: SCOTT WAYT
COMMISSIONER AND CHAIRPERSON

DATE: 1-14-19th

GRANTEE: WESTERN RESERVE LAND CONSERVANCY



BY: PETE McDONALD
DIRECTOR OF LAND STEWARDSHIP

DATE: 1/14/19

SECTION 13: PHOTO POINT PHOTOS



1. Looking northwest at the upland mid-to-late successional hardwood forest from near the eastern property boundary.



2. Looking west at Griswold Creek from near the northeastern property corner.



3. Looking south along the eastern boundary at lowland swamp forest and a ridge ascending to upland hardwood forest from near the northeastern property corner.



4. Looking south at Griswold Creek and the surrounding lowland swamp forest with upland hemlock-hardwood forest in the background.



5. Looking west at one of several large vernal pools located in the lowland area west of Griswold Creek.



6. Looking west-northwest at an intermittent tributary to Griswold Creek.



7. Looking south at early-successional forested habitat. A metal stake was found at this location indicating that it is likely the northwestern property corner.



8. Looking east at early-successional forested habitat along the northern boundary. A metal stake was found at this location indicating that it is likely the northwestern property corner.



9. Looking southeast from the top of a ridge at another large vernal pool in the lowland forested area west of Griswold Creek.



10. Looking southeast at another large vernal pool in the lowland forested area west of Griswold Creek from the top of a ridge.



11. Looking east along the southern boundary and Dines Road from the near the southwestern property corner.



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



13. Looking north at Griswold Creek and the surrounding forest from the bridge on Dines Road.



14. Looking north at old field habitat near the road and forested habitat along the eastern boundary from near the southeastern property corner.



15. Looking west at old field habitat along Dines Road and forested habitat to the north on the Protected Property from near the southeastern property corner.

APPENDICES

APPENDIX A: SOILS

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

SOIL SYM.	SOIL NAME	SOIL CHARACTERISTICS	ACRES
EhC	Ellsworth silt loam, 6 to 12 percent slopes	The Ellsworth component makes up 90 percent of the map unit. Slopes are 6 to 12 percent. This component is on till plains. The parent material consists of till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 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 4e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 9 percent.	7.08
EhD	Ellsworth silt loam, 12 to 18 percent slopes	The Ellsworth component makes up 90 percent of the map unit. Slopes are 12 to 18 percent. This component is on till plains. The parent material consists of till. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 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 6e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 9 percent.	0.49
MgB	Mahoning silt loam, 2 to 6 percent slopes	The Mahoning 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 is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 21 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. The calcium carbonate equivalent within 40 inches, typically, does not exceed 9 percent.	5.72
Tg	Tioga loam, frequently flooded	The Tioga component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flood plains. The parent material consists of alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 54 inches during February, March, April. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.	8.30

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

APPENDIX B: NATURAL RESOURCE INVENTORIES

Western Reserve Land Conservancy Species Inventory

Survey Date: November 16, 2018

By: Pete McDonald, Director of Land Stewardship for Western Reserve Land Conservancy

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

Plant Inventory

Type	Common Name	Scientific Name	Notes
Herbaceous	Beechdrops	<i>Epifagus virginiana</i>	
Herbaceous	Common reed	<i>Phragmites australis</i>	INVASIVE
Herbaceous	Fern, Christmas	<i>Polystichum acrostichoides</i>	
Herbaceous	Fern, New York	<i>Thelypteris noveboracensis</i>	
Herbaceous	Fern, sensitive	<i>Onoclea sensibilis</i>	
Herbaceous	Fern, spinulose wood	<i>Dryopteris carthusiana</i>	
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>	
Herbaceous	Grass, deer-tongue	<i>Dichanthelium clandestinum</i>	
Herbaceous	Japanese barberry	<i>Berberis thunbergii</i>	INVASIVE
Herbaceous	Mustard, garlic	<i>Alliaria petiolata</i>	INVASIVE
Herbaceous	Sedge spp.	<i>Carex spp.</i>	
Herbaceous	Sedge, plantain-leaved	<i>Carex plantaginea</i>	Seersucker sedge
Herbaceous	Snakeroot, white	<i>Ageratina altissima</i>	
Herbaceous	Virginia knotweed	<i>Polygonum virginianum</i>	Jumpseed
Herbaceous	Wingstem	<i>Verbesina alternifolia</i>	
Shrub	Buckthorn, glossy	<i>Frangula alnus</i>	INVASIVE
Shrub	Dogwood, flowering	<i>Cornus florida</i>	
Shrub	Privet spp.	<i>Ligustrum spp.</i>	INVASIVE
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>	INVASIVE
Shrub	Spicebush	<i>Lindera benzoin</i>	
Shrub	Willow, corkscrew	<i>Salix matsudana</i>	
Tree	American hophornbeam	<i>Ostrya virginiana</i>	Ironwood
Tree	American hornbeam	<i>Carpinus caroliniana</i>	Blue beech, musclewood
Tree	Apple spp.	<i>Malus spp.</i>	
Tree	Ash spp.	<i>Fraxinus spp.</i>	
Tree	Basswood, American	<i>Tilia americana</i>	
Tree	Beech, American	<i>Fagus grandifolia</i>	

Tree	Birch, black	<i>Betula lenta</i>	Sweet birch
Tree	Catalpa, northern	<i>Catalpa speciosa</i>	
Tree	Cherry, black	<i>Prunus serotina</i>	
Tree	Cottonwood, eastern	<i>Populus deltoides</i>	
Tree	Crabapple, American	<i>Malus coronaria</i>	
Tree	Cucumbertree	<i>Magnolia acuminata</i>	Cucumber magnolia
Tree	Elm, American	<i>Ulmus americana</i>	
Tree	Hawthorn spp.	<i>Crataegus spp.</i>	
Tree	Hemlock, eastern	<i>Tsuga canadensis</i>	
Tree	Hickory, bitternut	<i>Carya cordiformis</i>	
Tree	Maple, black	<i>Acer nigrum</i>	
Tree	Maple, red	<i>Acer rubrum</i>	
Tree	Maple, sugar	<i>Acer saccharum</i>	
Tree	Oak, red	<i>Quercus rubra</i>	
Tree	Pine, Scots	<i>Pinus sylvestris</i>	
Tree	Pine, white	<i>Pinus strobus</i>	
Tree	Sycamore	<i>Platanus occidentalis</i>	
Tree	Tuliptree	<i>Liriodendron tulipifera</i>	Yellow poplar
Tree	Walnut, black	<i>Juglans nigra</i>	
Tree	Willow, black	<i>Salix nigra</i>	
Tree	Witch-hazel, American	<i>Hamamelis virginiana</i>	
Vine/briar	Bittersweet, American	<i>Celastrus scandens</i>	
Vine/briar	Blackberry spp.	<i>Rubus spp.</i>	
Vine/briar	Grape spp.	<i>Vitis spp.</i>	
Vine/briar	Greenbrier spp.	<i>Smilax spp.</i>	
Vine/briar	Running strawberry bush	<i>Euonymus obovatus</i>	

Animal Inventory

Type	Common Name	Scientific Name
Bird	Chickadee, black-capped	<i>Poecile atricapillus</i>
Bird	Hawk, red-tailed	<i>Buteo jamaicensis</i>
Bird	Kingfisher, belted	<i>Megasceryle alcyon</i>
Bird	Nuthatch, white-breasted	<i>Sitta carolinensis</i>
Bird	Woodpecker, red-bellied	<i>Melanerpes carolinus</i>
Mammal	Squirrel, fox	<i>Sciurus niger</i>

APPENDIX C: MAPS

MAP LIST

Property Identification

Watershed Location

Location

Aerial View I

Aerial View II

Soils

Topography

Land Cover

Photo Points

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.

The legal boundary of the Conservation Easement is derived from the legal description which is an exhibit to the Conservation Easement document. Western Reserve Land Conservancy attempts to make all maps match the legal description as closely as possible.

PPN: 26-707017
21.7704 acres

DINES

100 0 100 200 Feet



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2011 Aerial Photo (OSIP)

Map Created 11/30/2018 skitson

Property Identification: Dines Rd RTPD - BDR



Dines Rd RTPD CE Boundary: 21.7704 acres



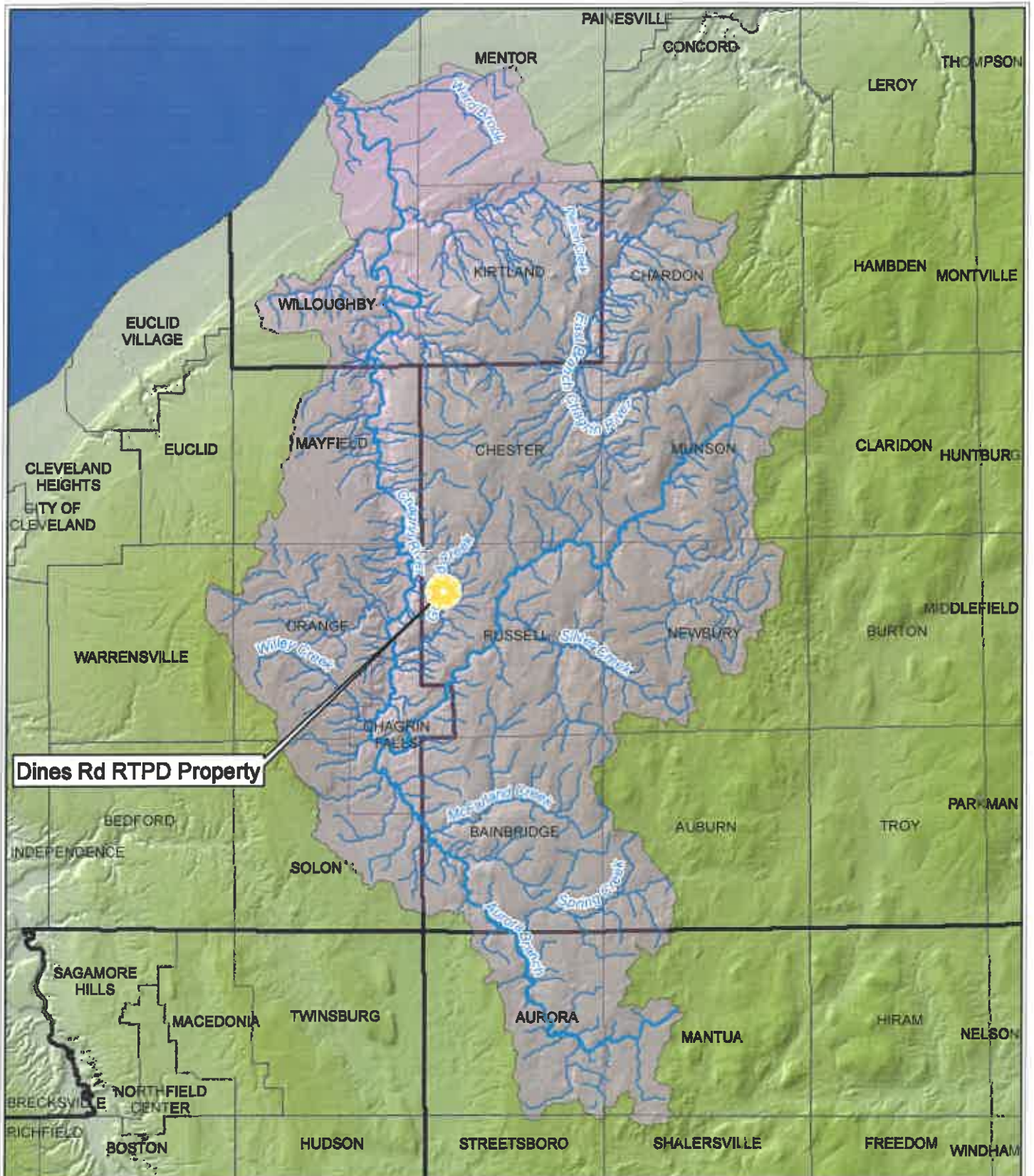
Parcels - Geauga Co.



County & Township Roads



NHD - Streams/Rivers



Dines Rd RTPD Property

2 0 2 4 Miles

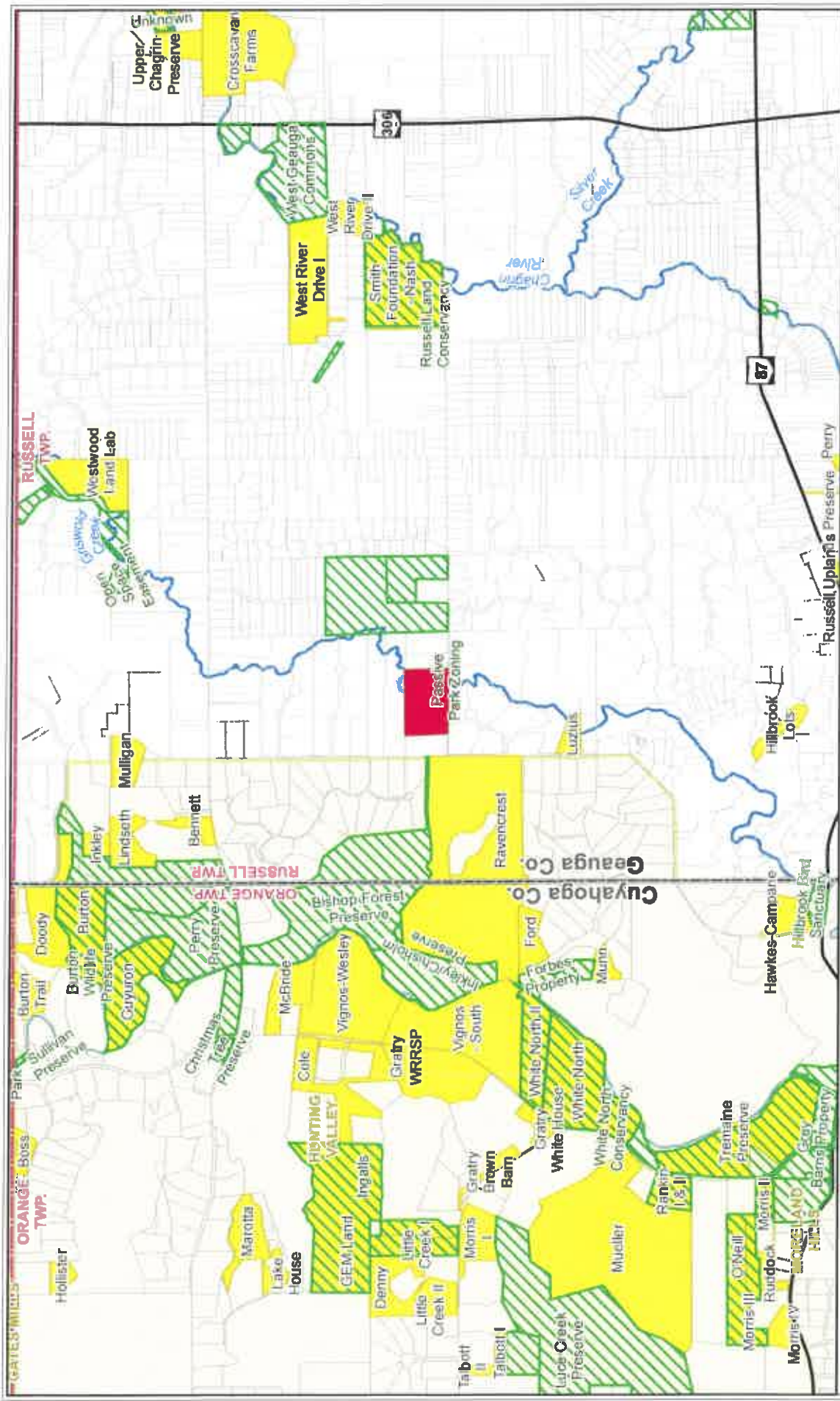
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Map Created 11/30/2018 skitson

Watershed Location: Dines Rd RTPD - BDR

-  Chagrin River & Tributaries
-  Chagrin River Watershed Boundary
-  Counties
-  Townships
-  Lake Erie



Location: Dines Rd RTPD - BDR

Dines Rd RTPD
CE Boundary:
21.7704 acres

Parks & Managed Areas

Land Conservancy Protected Properties

County Boundaries

Township Boundaries

County & Township Roads

Municipal Boundaries

NHD - Streams/Rivers

Parcels

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Map Created 11/30/2018 skitson



Aerial I: Dines Rd RTPD - BDR

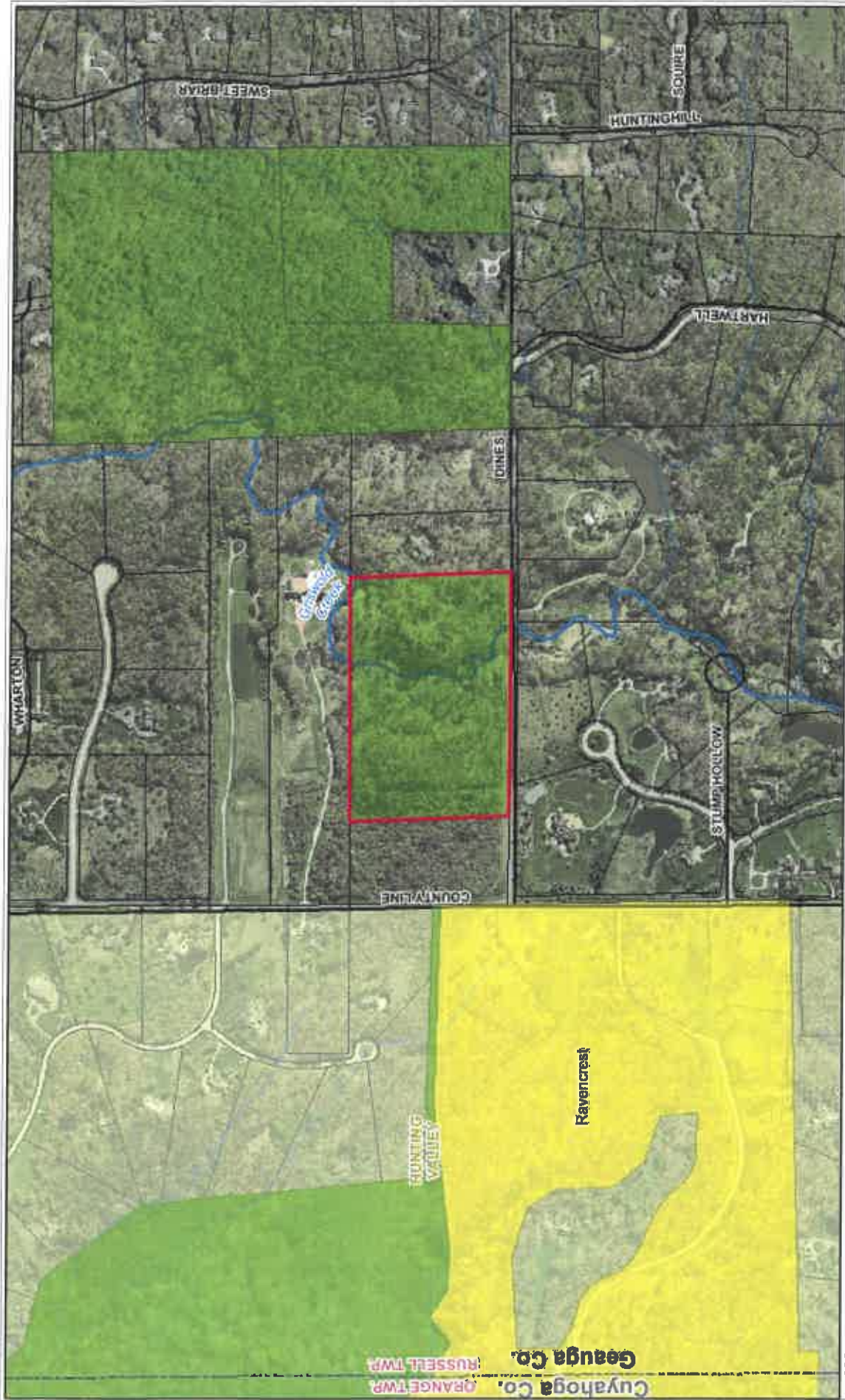
-  Dines Rd RTPD CE Boundary: 21.7704 acres  County & Township Roads
-  Parcels - Geauga Co.



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2017 Aerial Photo (Gauga Cty Auditor)
Map Created 12/4/2018 pmc



Aerial II: Dines Rd RTPD - BDR

- | | | | | |
|---|---|---|--|--|
| <p>Western Reserve</p> <p>E Land Conservancy
land • people • community</p> <p>S 2011 Aerial Photo (OSIP)
Map Created 12/4/2018 pmc</p> | <p>Dines Rd RTPD
CE Boundary:
21.7704 acres</p> <p>Parcels -
Geauga Co.</p> | <p>Land
Conservancy
Protected
Properties</p> <p>Parks &
Managed Areas</p> <p>County
Boundaries</p> | <p>Township
Boundaries</p> <p>Municipal
Boundaries</p> | <p>County &
Township Roads</p> <p>NHD -
Streams/Rivers</p> |
|---|---|---|--|--|



Soils: Dines Rd RTPD - BDR

- Dines Rd RTPD CE Boundary: 21.7704 acres ~ County & Township Roads
- Parcels - Geauga Co. SSURGO Soils - Geauga Co.



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N
W E S

2011 Aerial Photo (OSIP)
Map Created 11/30/2018 skitson



Topography: Dines Rd RTPD - BDR

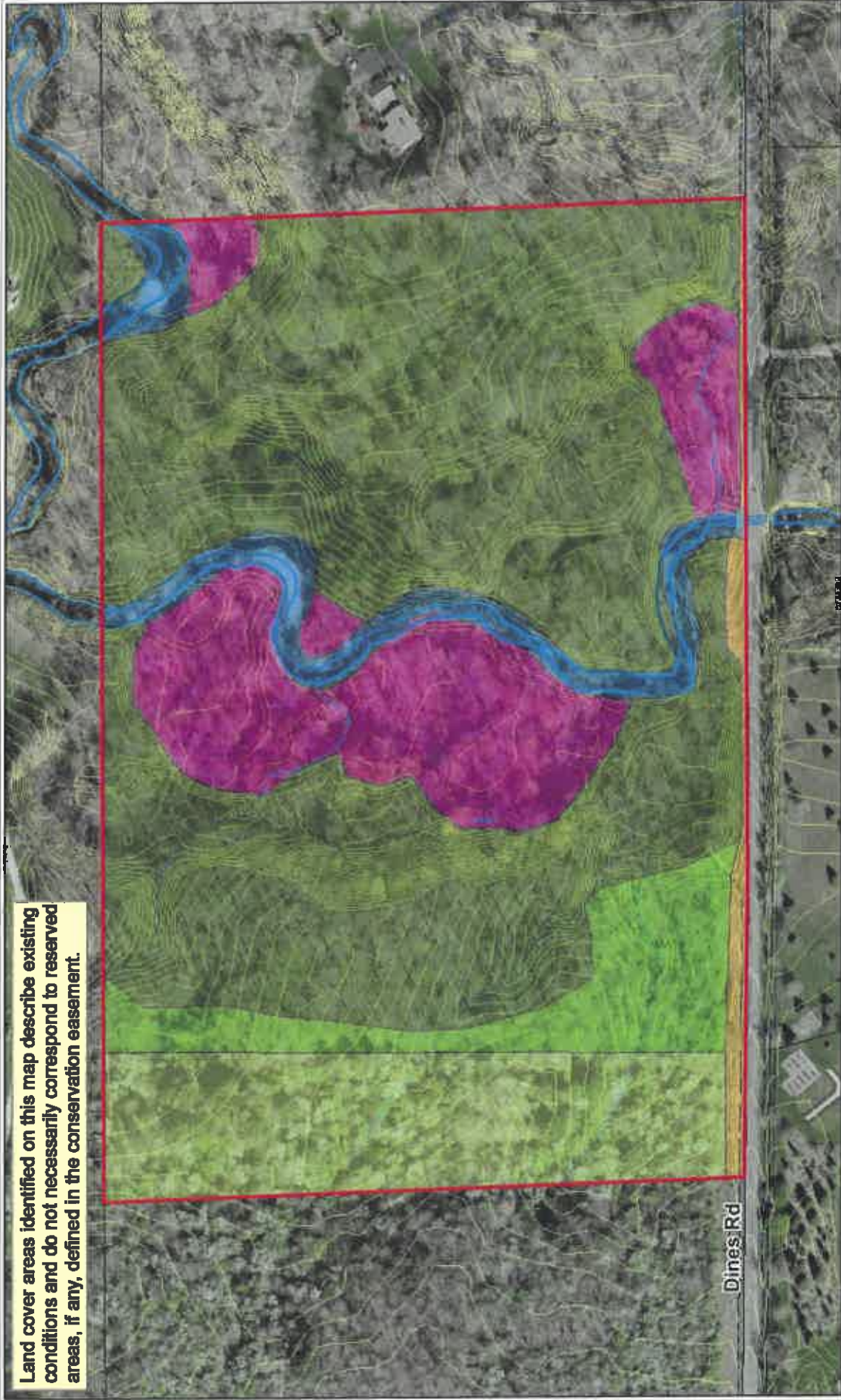
-  Dines Rd RTPD CE
Boundary: 21.7704 acres
-  Parcels - Geauga Co.
-  County & Township Roads
-  Griswold Creek and Tributaries
-  2 ft. Contours - Geauga Co.



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2011 Aerial Photo (OSIP)
Map Created 12/4/2018 pmc

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



50 0 50 100 Feet

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2017 Aerial Photo (OSIP)
Map Created 12/3/2018 pmc

Land Cover: Dines Rd RTPD - BDR

- Dines Rd RTPD CE Boundary: 21,7704 acres
- Early Successional Hardwood Forest: ~2.9 acres
- Early-Mid Successional Hardwood Forest: ~1.5 acres
- Mid-to-late Successional Hardwood Forest: ~12 acres
- NHD - Streams/Rivers
- Old Field: ~0.4 acres
- Griswold Creek: ~1.1 acres
- Floodplain Swamp Forest Wetland: ~3.5 acres
- Parcels - Geauga Co.
- County & Township Roads
- 2 ft. Contours - Geauga Co.



Photo Points: Dines Rd RTPD - BDR

- Dines Rd RTPD CE Boundary: 21.7704 acres
- Parcels - Geauga Co.
- ~ County & Township Roads
- BDR Photo Points: 11/16/2018