



## Bainbridge Forest Preservation Project Project Design Document List

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## **Bainbridge Forest Preservation Project Project Design Document**

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## PROJECT OVERVIEW

### Basic Project Details

**Project Name:** Bainbridge Forest Preservation Project

**Project Number:** 011

**Project Type:** Preservation Project

**Project Start Date:** April 30, 2021

**Project Location:** Bainbridge Township, Geauga County, Ohio

**Address:** Approximate parcel centroid: 41.358108, -81.344253

The property borders Chillicothe Road to the east, and Yorkshire Drive to the south.

Parcel Number: 02-209600

**Project Operator Name:** Western Reserve Land Conservancy

**Project Operator Contact:**

Alex Czayka / Email: aczayka@wrlandconservancy.org / Phone: 440-528-4180

### Project Area Parcels

*List of parcel or parcels covered by the Preservation Commitment(s), collectively defining the Properties, noting which ones contain the Project Area, each with a unique identifier.*

Jurisdiction / Location	Property Name	Property Parcel Number	Description / Notes
Bainbridge Township, Geauga County, Ohio	Bainbridge Forest Preservation Project	02-209600	The Property is 33.6 acres. The Project Area is 27.25 acres.

### Project Area Ownership

*Project Operator must demonstrate ownership of potential credits or eligibility to receive potential credits. If the Project Operator is not the same as the landowner, provide agreement(s) between Project Operator and landowner authorizing Project Operator to execute this project. Include documentation including title/filename as an attachment.*

**Project Owner:** Western Reserve Land Conservancy

### Additional Notes:

Western Reserve Land Conservancy is the landowner and project operator. Bainbridge Forest was donated to Western Reserve Land Conservancy in January 2020. Bainbridge Forest is strategically located near a 797-acre conservation corridor that provides buffer to the Aurora Branch of the State Scenic Chagrin River. Additionally, the property is less than 1,000 feet from 98 acres of open space preserved by Western Reserve Land Conservancy. The Land Conservancy will restrict the property with a conservation easement, as was the wish of the property's late owner Ms. Bonnie Lake.

*Title/filename of relevant attachment(s):*

- Attachment A: Recorded Fiduciary Deed

## LOCATION OF PROJECT AREA (Section 1.3, 1.4)

### Location Eligibility

*Project Areas must be located in parcels within or along the boundary of at least one of the following criteria. Describe how the Project Area(s) meet the location criteria.*

- A) *The Urban Area boundary (“Urban Area”), defined by the most recent publication of the United States Census Bureau*
- B) *The boundary of any incorporated city or town created under the law of its state;*
- C) *The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;*
- D) *The boundary of land owned, designated, and used by a municipal or quasi-municipal entity such as a utility for source water or water shed protection;*
- E) *A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of A through D above.*

**Project Area(s) location eligibility description.** *Include title/filename of relevant attachments.*

Bainbridge Forest Preservation Project is in Bainbridge Township, OH and meets the following eligibility requirement:

- A) The Project Area is located in the Urban Area boundary (“Urban Area”), defined by the most recent publication of the United States Census Bureau

*Title and filename of relevant attachments:*

- Attachment B: Location Eligibility Map
- Attachment C: Location Eligibility Local-Scale Map

### Maps

*Provide a map of the Project Area with geospatial location vector data in 1) pdf form and 2) any file type that can be imported and read by Google Earth Pro (example KML, KMZ, or Shapefile format). Map should include relevant urban/town boundaries. Include title/filename of relevant attachments.*

### Geospatial location (boundaries) of Project Area

*Title/filename of relevant attachment(s):*

- Attachment D: Geospatial Location Map
- Attachment E: Shapefile\_BainbridgeForestPreservation.prj
- Attachment F: Shapefile\_BainbridgeForestPreservation.shp

### Regional-scale map of Project Area

*Title/filename of relevant attachment(s):*

- Attachment G: Regional-scale Map

### Map(s) of Project Area

*Title/filename of relevant attachment(s):*

- Attachment H: Project Area Map

**DEMONSTRATION OF THREAT OF LOSS (Section 4.2, 4.3)**

*Project Operator must demonstrate that the Project Area is eligible per existing land use designations. Provide evidence to support the following statement: “Prior to the Preservation Commitment(s), the Project Trees were not preserved from removal through a Recorded Encumbrance, Governmental Preservation of Trees on Public Land, or other prohibitions on their removal.”*

*Describe all “overlay zones”, critical areas and their protection buffers, legal encumbrances, and any other pre-existing tree/forest restrictions that may have hindered removal of the Project Trees (in the pre-Preservation Commitment condition). If such pre-existing tree/forest restrictions cover any portion of the Project Area, explain how such restrictions still permitted development and tree removal (such that there was a verifiable threat of loss consistent with your Quantification) and provide supporting evidence including a map.*

**Land use designation(s) for the Project Area:**

Geauga County Zoning R-3A: Rural Residential, residential use allowed

**Overall Explanation:**

The Bainbridge Forest Preservation Project is zoned residential. The property is surrounded on all sides by residences. The 10/8/2021 appraisal of the property cites that new residential and commercial development is taking place in the greater neighborhood, stating: “The neighborhood is desirable, and new construction is typically good quality. Generally, future trends for properties in this area are favorable.”

A timber appraisal (referenced in the appraisal) assesses the timber valuation at \$59,943. In their current state, the Project Trees are not preserved from removal by a recorded encumbrance or other prohibitions. The Project Area is currently zoned for residential use and the Project Trees are not protected from timber harvests and subsequent residential development. Residential or agricultural use in the Project Area will permanently alter the tree canopy and carbon sequestration capacity of the timber stand. Furthermore, the Project Area does not have any “overlay zones” that would preclude removal of the Project Trees, in the pre-Preservation Commitment condition.

*Title/filename of relevant attachment(s):*

- Attachment I: Bainbridge Township Zoning Map
- Attachment T: Perimeter Development Map

## **PRESERVATION COMMITMENT**

*Provide a complete copy of the written Preservation Commitment. Include title/filename, date, and term. If the Project Operator (PO) is not the same as the landowner and the carbon rights (right of PO to receipt and disposal of credits) are not established in the Preservation Commitment itself, then attach the agreement establishing these rights. If Project Area does not have the same boundaries as Preservation Commitment, please state the reasons why, and reference the PDD section(s) where those reasons are discussed in detail.*

*Title/filename of relevant attachment(s):*

- Attachment J: Preservation Commitment

**Date:** Signed April 30, 2021

**Preservation Term (years applicable):** in perpetuity

### **Additional Notes:**

The Preservation Commitment encumbers the entire 33.6-acre parcel (02-209600). This ensures uniform and effective stewardship as the easement terms will be enforced along the property boundary. Due to surrounding development pressure, encumbering the entire parcel is necessary to protect the Project Trees from encroachment and external factors that may lead to forest degradation. The Project Area is 27.25 acres and is completely contained within the boundaries of the parcel.

Please see Paragraph 4. Use Restrictions, Section (f) Habitat Disturbance on page 9 of the Preservation Commitment that stipulates protection of the Project Trees.

*(f) Habitat Disturbance. Except as otherwise permitted in this Grant, Grantor shall not cut down, remove or destroy native trees or other plants.*

## **MONITORING AND REPORTING**

*Describe your plans for continuity of operation of this Carbon+ Project, including monitoring and reporting. If Project Operator plans to claim credits for future growth, describe methods that will be used to quantify future growth.*

The entire parcel, including all of the Project Area, will be encumbered with a conservation easement, held by Natural Areas Land Conservancy, a supporting non-profit organization to Western Reserve Land Conservancy. Western Reserve Land Conservancy will be the landowner and project operator. The protections afforded under the terms of the conservation easement will protect the current forest and tree canopy and safeguard the Project Area from future threats of timber harvesting. There are no specific locations planned for future activities within the boundaries of the Project Area, although maple sugaring is allowed under the terms of the conservation easement and may be incorporated into future management plans. Additionally, Western Reserve Land Conservancy will reserve the right to quantify the future growth of the Project Trees.

Western Reserve Land Conservancy is an accredited land trust and has a professional team dedicated to the stewardship of its easements. Staff members will visit the Bainbridge Forest Preservation Project annually, walking the Project Area in its entirety to ensure that the tenets of the conservation easement and preservation commitment are being upheld and to resolve any issues with encroachment or non-permitted activities on-site. Western Reserve Land Conservancy has demonstrated its ability to serve in this capacity, having conserved more than 62,683 acres in 21 different Ohio watersheds and holding conservation easements on over 800 properties, each of which are monitored annually.

## QUANTIFICATION DOCUMENTATION (Section 10)

Follow detailed instructions in the Protocol for conducting quantification and utilize the Carbon Quantification Spreadsheet to show calculations. Ensure that your requested credit issuance schedule (issuance dates) is accurate and complete in the spreadsheet. Project Operators should describe and appropriately reflect in their carbon quantification any and all planned future activities that may affect the % canopy or carbon stocking in any way.

### Method for determining canopy cover (e.g. i-Tree, inventory, other):

Utilized i-Tree canopy tool to estimate the percentage of tree canopy cover

### Brief description of approach to quantifying carbon (e.g. Forest Service tables, inventory, other):

The afforestation table from Appendix B of the US Forest Service General Technical Report (GTR) (NE-GTR-343) for Northeast, maple-beech-birch stands (B2) is used for carbon quantification.

### Title and filename of attached Excel version of your completed Carbon Quantification Spreadsheet:

- Attachment K: Carbon Quantification Spreadsheet

### Summary numbers from Carbon Quantification Spreadsheet

Project Area (acres)	27.25
Does carbon quantification use stratification (yes or no)?	NO
Percent tree canopy cover within Project Area	100%
Project stock / acre (tCO <sub>2</sub> e/acre)	7,624
Accounting Stock / acre (tCO <sub>2</sub> e/acre)	6,099
On-site avoided biomass emissions (tCO <sub>2</sub> e / acre)	4,236
On-site avoided soil carbon emissions (tCO <sub>2</sub> e / acre)	1,634
Deduction for displaced biomass emissions (tCO <sub>2</sub> e / acre)	775
Deduction for displaced soil emissions (tCO <sub>2</sub> e / acre)	495
Credits from avoided biomass emissions (tCO <sub>2</sub> e / acre)	3,461
Credits from avoided soil emissions (tCO <sub>2</sub> e / acre)	1,139
Total credits from avoided biomass and soil emissions (tCO <sub>2</sub> / acre)	4,599
Credits attributed to the project (tCO <sub>2</sub> ), excluding future growth	4,599
Contribution to Registry reversal pool	460
<b>Total credits to be issued to the Project Operator (tCO<sub>2</sub>) (excluding future growth)</b>	<b>4,139</b>

## **Data Sources & Filenames Referenced in Carbon Quantification Spreadsheet (Section 10)**

*The following list of information is only a summary for ease of navigation of your PDD.*

### **Accounting Stock Measurement Method**

*Description of quantification, including methods, forest type, and data sources.*

Option 10.1.A utilized – estimation of Accounting Stock using USFS GTR NE-343 for Northeast, maple-beech-birch stands (B2).

*Title/ filename of relevant attachment(s):*

[n/a – the relevant afforestation tables, Appendix B, from USFS GTR NE-343 already included in Carbon Quantification Spreadsheet]

### **If stratification is used, maps of strata and stratum definitions**

Stratification was not used for carbon quantification.

### **Stand Maps**

*Explanation / statement of method(s) used:*

Stand boundaries drawn in ArcGIS based on approximate height and forest composition. The Project Area is predominately comprised of beech-maple tree stock.

*Title/ filename of relevant attachment(s):*

- Attachment L: Stand Map

### **Forest Age**

*Explanation / statement of method(s) used:*

Historical aerial imagery was used to document the presence and persistence of tree cover on Project Area, beginning in 1952. Additionally, beginning in 1990, aerial imagery taken in ten-year intervals show the continued presence of an established tree canopy. Forest age was determined to be 90 years.

*Title/ filename of relevant attachment(s):*

- Attachment M: Forest Age - 1952 Aerial Imagery
- Attachment N: Forest Age - Starting in 1990

### **Forest Composition**

*Composition and explanation / statement of method(s) used:*

A timber appraisal was obtained for Bainbridge Forest by Firem Forestry Consulting in Chardon, Ohio to accurately identify forest composition. Timber volumes were calculated using Doyle Rule by applying a variable radius plot inventory method. The Woodland Description stated, “This woodland can be described as a typical Beech-Maple woodland as these two species are most prevalent.” The forest composition resulted in utilizing the afforestation tables from Appendix B of the US Forest Service General Technical Report (GTR) (NE-GTR-343) for Northeast, maple-beech-birch stands (B2).

*Title/ filename of relevant attachment(s):*

- Attachment O: Timber Appraisal

### **Canopy Cover**

*Percent cover and explanation / statement of method(s) used:*

By utilizing the i-Tree Canopy tool to estimate the percentage of tree canopy cover, it was determined that the Project Area had 100% tree canopy cover. To minimize error, 200 randomized data points were overlaid on satellite imagery to determine percent cover.

*Title/ filename of relevant attachment(s):*

i-Tree Outputs

- Attachment P: i-Tree Canopy Cover Report
- Attachment Q: i-Tree Canopy Cover Data Points

### **Fraction of Biomass at Risk**

*Fraction at risk and explanation / statement of method(s) used:*

The fraction of biomass at risk is 90%, which is consistent with residential zoned property (Section 10.2). The Project Area is zoned for rural residential (RA-3), which allows residential use. Given the zoning requirements stipulated through Bainbridge Township zoning, residential lots must contain a minimum of 60 feet of road frontage and be a minimum of three acres. Depending on configuration, the Project Area could accommodate 4-6 residential lots. More residential lots could be accommodated with the addition of public roads and necessary infrastructure, further risking biomass removal and increasing the percentage of impervious surface.

*Title/ filename of relevant attachment(s):*

- Attachment I: Bainbridge Township Zoning Map

### **Impervious Limits**

*Maximum fraction impervious cover and explanation / statement of method(s) used:*

Bainbridge Forest is zoned residential and 50% of the Project Area is eligible for conversion to impervious surface. Section 10.4 of the protocol allows for 50% of the Project Area in a residential zone to be eligible for conversion.

*Title/ filename of relevant attachment(s):*

- Attachment K: Carbon Quantification Spreadsheet

### **Existing Impervious Area**

*Existing impervious cover fraction and explanation / statement of method(s) used:*

There are no existing impervious areas located within the Project Area.

*Title/ filename of relevant attachment(s):*

- Attachment R: Existing Impervious Area Map

### **Planned Project Activities**

*Description / statement of method(s) used:*

The Project Area will be protected in perpetuity through a conservation easement. Maple sugaring is allowed under the terms of the conservation easement and may be incorporated into future management plans for the Project Area.

*Title/ filename of relevant attachment(s):*

- Attachment J: Preservation Commitment

## CO-BENEFITS QUANTIFICATION DOCUMENTATION

Optional: If Project Operators has conducted co-benefits quantification for this Project, please summarize results and list source / supporting files here.

In addition to carbon sequestration, the Bainbridge Forest Preservation Project will offer the following co-benefits as a result of its established tree canopy.

Co-Benefit of Ecosystem Services and Total Value (\$) per year:

1. Rain Interception - \$29,649.71
2. CO<sub>2</sub> Avoided - \$1,158.93
3. Air Quality (total) - \$2,298.06
4. Energy (total) - \$30,460.24

**Grand Total (\$/year) of Ecosystem Services: \$63,666.94**  
**Over 40 years, avoided costs from Co-Benefits is \$2,546,677.60**

**Co-Benefits per year (avoided costs) with current tree canopy cover.**

Ecosystem Services	Resource Unit Totals	Resource Unit/Acre Tree Canopy	Total Value (\$)	Value (\$)/Acre Tree Canopy
Rain Interception (m3/yr)	14,028.0	514.8	\$29,649.71	\$1,088.06
CO <sub>2</sub> Avoided (t, \$20/t/yr)	57.9	2.1	\$1,158.93	\$42.53
Air Quality (t/yr)				
<b>O<sub>3</sub></b>	0.4888	0.0179	\$1,017.66	\$37.35
<b>NO<sub>x</sub></b>	0.2099	0.0077	\$436.91	\$16.03
<b>PM<sub>10</sub></b>	0.2414	0.0089	\$910.01	\$33.39
<b>Net VOCs</b>	0.0320	0.0012	\$33.48	\$1.23
<b>Air Quality Total</b>	0.9720	0.0357	\$2,398.06	\$88.00
Energy (kWh/yr & kBtu/yr)				
<b>Cooling - Electricity</b>	42,414	1,556	\$5,942.19	\$218.06
<b>Heating - Natural Gas</b>	1,753,006	64,330	\$24,518.05	\$899.75
<b>Energy Total (\$/yr)</b>			\$30,460.24	\$1,117.81
<b>Grand Total (\$/yr)</b>			\$63,666.94	\$2,336.40

Title/ filename of relevant attachment(s):

- Attachment S: Co-Benefits for Project Area

## ATTACHMENTS

Attachment A: Recorded Fiduciary Deed  
Attachment B: Location Eligibility Map  
Attachment C: Location Eligibility Local-Scale Map  
Attachment D: Geospatial Location Map  
Attachment E: Shapefile\_BainbridgeForestPreservation.prj  
Attachment F: Shapefile\_BainbridgeForestPreservation.shp  
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Attachment Q: i-Tree Canopy Cover Data Points  
Attachment R: Existing Impervious Area Map  
Attachment S: Co-Benefits for Project Area  
Attachment T: Perimeter Development Map

REAL PROPERTY TRANSFER TAX  
TRANSFERRED AND PAID

201900958333  
Filed for Record in  
GEAUGA COUNTY OHIO  
SHARON C. GINGERICH, RECORDER  
12/30/2019 08:26 AM  
D 34.00  
OR Book 2084 Page 2541

DEC 30 2019  
FEE \$ Exempt  
Geauga County Auditor  
BY: Beky McCartney

**FIDUCIARY DEED**

**KNOW ALL MEN BY THESE PRESENTS THAT WILLIAM L. COOPER, ADMINISTRATOR OF THE ESTATE OF BONNIE J. LAKE**, ("Grantor"), by the power conferred by the Cuyahoga County Probate Court, and every other power, for the consideration of Ten Dollars (\$10.00) and other valuable consideration received to the full satisfaction of **WESTERN RESERVE LAND CONSERVANCY** ("Grantee"), an Ohio nonprofit corporation whose tax mailing address is 3850 Chagrin River Road, Moreland Hills, Ohio 44022, hereby conveys and grants, with fiduciary covenants, to Grantee all right, title and interest in the premises described in Exhibit A attached hereto and incorporated herein (the "Premises").

**PRIOR INSTRUMENT REFERENCE:** Volume 907, Page 859

**IN WITNESS WHEREOF**, Grantor has executed this Deed this 4<sup>TH</sup> day of SEPT, 2019.

**GRANTOR**  
William L. Cooper  
William L. Cooper, Administrator of the Estate of  
Bonnie J. Lake

STATE OF OHIO Maryland )  
COUNTY OF Baltimore )      **SS:**

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named William L. Cooper, Administrator of the Estate of Bonnie J. Lake, who acknowledged that he did execute the foregoing instrument and that the same is the free act and deed of Grantor and his own free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal this 4 day of September, 2019.

Jonathan Daniel Shaw  
Notary Public

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



# Exhibit A

## Legal Description

Situated in the Township of Bainbridge, County of Geauga, and State of Ohio and known as being part of Original Bainbridge Township Lots 14 and 19 Tract Three and bounded and described as follows:

Beginning in the centerline of Chillicothe Road at the Northeasterly corner of Parcel #1 of land as shown in the Certificate of Transfer of Real Estate recorded in Vol. 307 Pg. 575 of Geauga County Records, being distant South 0° 18' 12" East, 967 feet as measured along the centerline from its intersection with the centerline of Pettibone Road, said place of beginning also being the Southeasterly corner of land as described in deed to A. & R. Kispal recorded in Vol. 571 Pg. 1275 of Geauga County Records;

Thence continuing South 0° 18' 12" East, along the centerline of said Chillicothe Road, a distance of 299.55 feet to the Northeasterly corner of land as described in deed to M. H. and D. L. Peronek recorded in Vol. 571, Pg. 1275 of Geauga County Records;

Thence Westerly, Southerly and Easterly along the property lines of said M. H. and D. L. Peronek and the following courses and distances, South 89° 37' 32" West, 653.58 feet; South 0° 18' 55" East, 200.00 feet; and North 89° 37' 32" East, 653.47 feet to the centerline of said Chillicothe Road;

Thence South 0° 18' 55" East, along the centerline of said Chillicothe Road, a distance of 503.0 feet to the Northeasterly corner of Yorkshire Drive as shown by the resubdivision of Sublots 1 & 2 in the High Point Subdivision recorded in Vol. 14 Pg. 65 of Geauga County Records;

Thence North 89° 45' 35" West, along the Northerly line of said Yorkshire Drive, a distance of 459.17 feet to an Easterly line of Sublot No. 1 in said High Point Resubdivision;

Thence North 0° 18' 55" West along an Easterly line of said Sublot No. 1, a distance of 51.33 feet to a Northeasterly corner of said Sublot No. 1;

Thence North 89° 45' 35" West, along a Northerly line of said Sublot No. 1, a distance of 387.33 feet to an easterly line of said Sublot No. 1, also being the Easterly lien of said Original Lot 19;

Thence North 0° 18' 55" West, along an Easterly line of said Sublot No. 1, being the Easterly line of said Original Lot 19, a distance of 181.83 feet to a Northeasterly corner of said Sublot No. 1;

Thence North 89° 45' 35" West, along the most Northerly line of said High Point Subdivision, a distance of 1646.81 feet to the Northwesterly corner thereof, said corner also being in the Easterly line of the Rivers Edge Subdivision as shown by the recorded plat in Vol. 11 Pg. 39 of Geauga County Records;

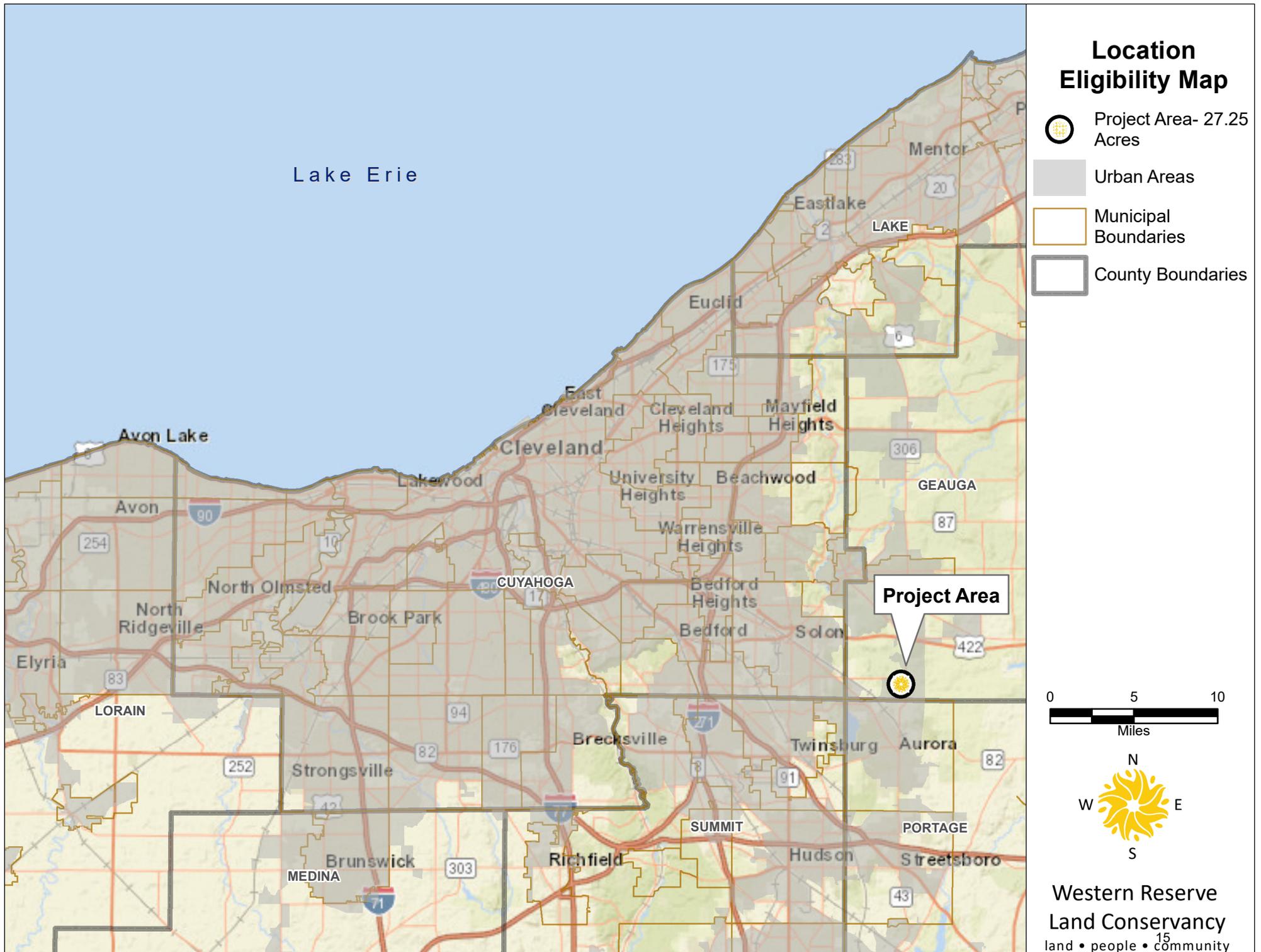
Thence North 2° 22' 35" East, along the Easterly line of said Rivers Edge Subdivisiion, a distance of 467.31 feet to the most Southwesterly corner of land as described in deed to M. R. Steinmetz recorded in Vol. 746 Pg. 867 of Geauga County Records;

Thence South 89° 53' 40" East, along the most Southerly line of said M. R. Steinmetz land, a distance of 1624.96 feet to the Easterly line of said Original Lot No. 19;

Thence North 0° 18' 55" West, along the most Easterly line of said M. R. Steinmetz land, also being the easterly line of said Original Lot 19, a distance of 295.01 feet to the Southwesterly corner of said A. R. Kispal land;

Thence South 90° 00' 00" East, along the Southerly line of said A. & R. Kispal land, a distance of 846.52 feet to the Place of Beginning and containing 33.599 acres of land be the same more or less but subject to all legal highways.

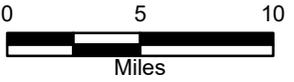
02-209600  
DESCRIPTION  
Reviewed by JA "M"  
Date 12/27/19  
GEAUGA COUNTY AUDITOR  
904-859



# Location Eligibility Map

-  Project Area- 27.25 Acres
-  Urban Areas
-  Municipal Boundaries
-  County Boundaries

**Project Area**

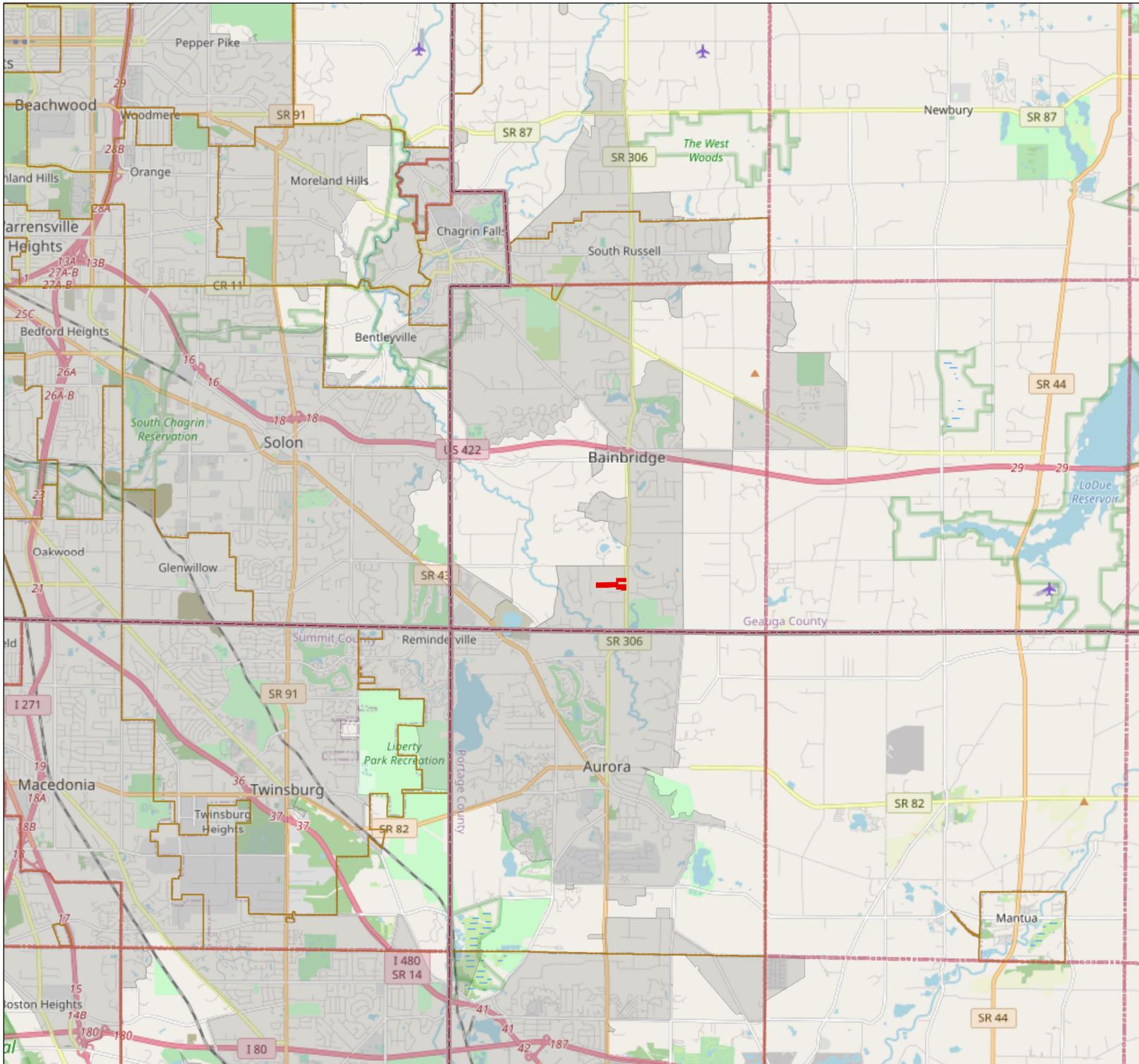


Western Reserve  
Land Conservancy  
land • people • <sup>15</sup>community

Path: X:\Projects\Lake\_Bonnie\_GEAUGA\FCG\_S\J\_Lake\_1\LocationEligibility\_20201228\_SJ.mxd 1/22/2021 sj  
Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

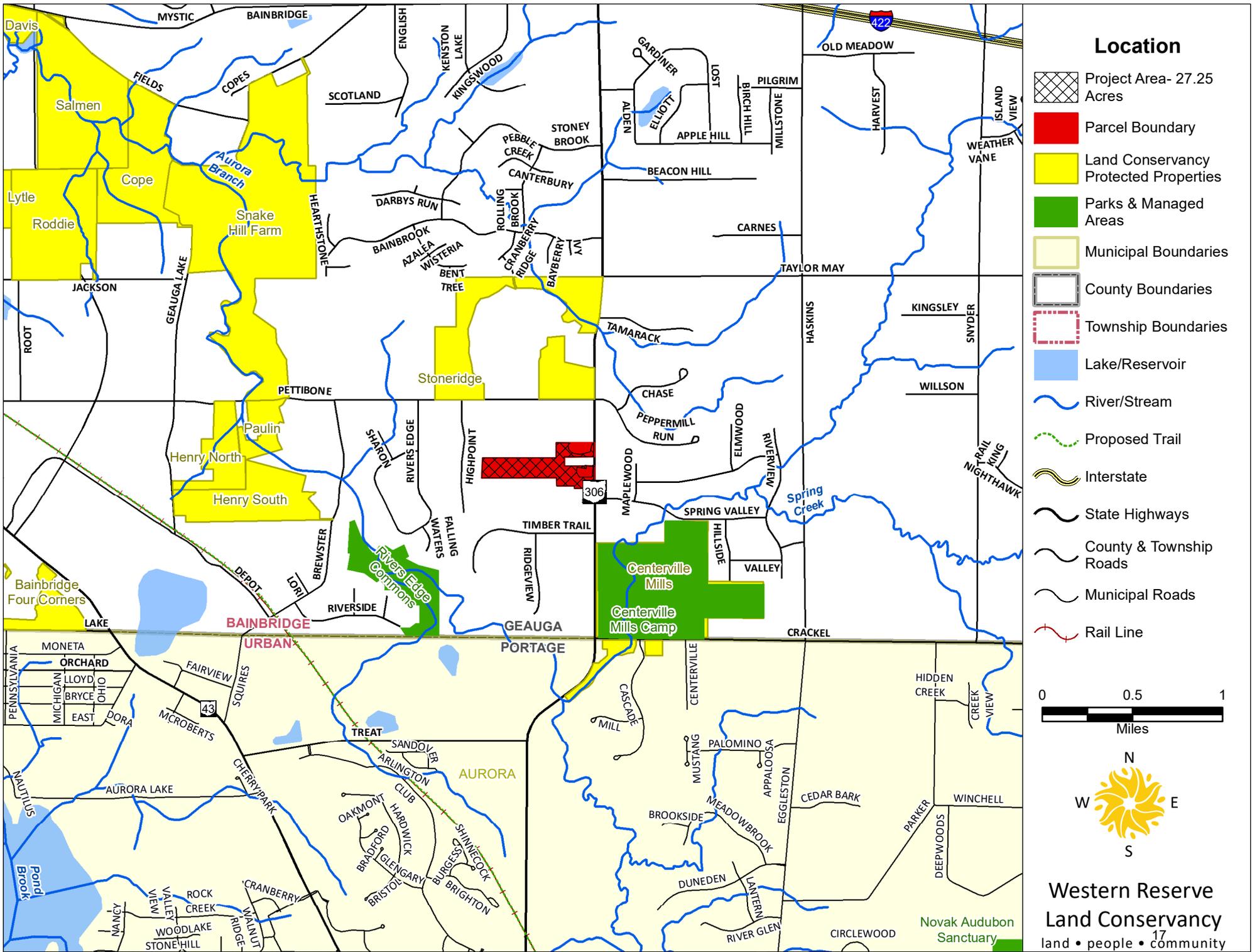
# Location Eligibility Local-Scale Map

-  Project Area- 27.25 Acres
-  Urban Areas
-  Municipal Boundaries
-  County Boundaries
-  Township Boundaries



Western Reserve  
Land Conservancy  
land • people • community

Path: X:\Projects\Lake\_Bonnie\_GEAUGA\FCG\_S\Lake\_2\LocalScale\_20201228\_SJ.mxd 12/29/2020 sj  
Service Layer Credits: © OpenStreetMap (and) contributors, CC-BY-SA





## Regional Scale Map of Project Area

-  Project Area- 27.25 Acres
-  Urban Areas
-  Municipal Boundaries
-  County Boundaries

**Project Area**



Western Reserve  
Land Conservancy  
land • people • community

Path: X:\Projects\Lake\_Bonnie\_GEAUGA\CFC\_S\JL\_lake\_3RegionalScale\_20201228\_SJ.mxd 12/29/2020 sj  
Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



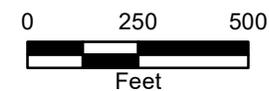
## Aerial

 Project Area- 27.25 Acres

 Parcel Boundary

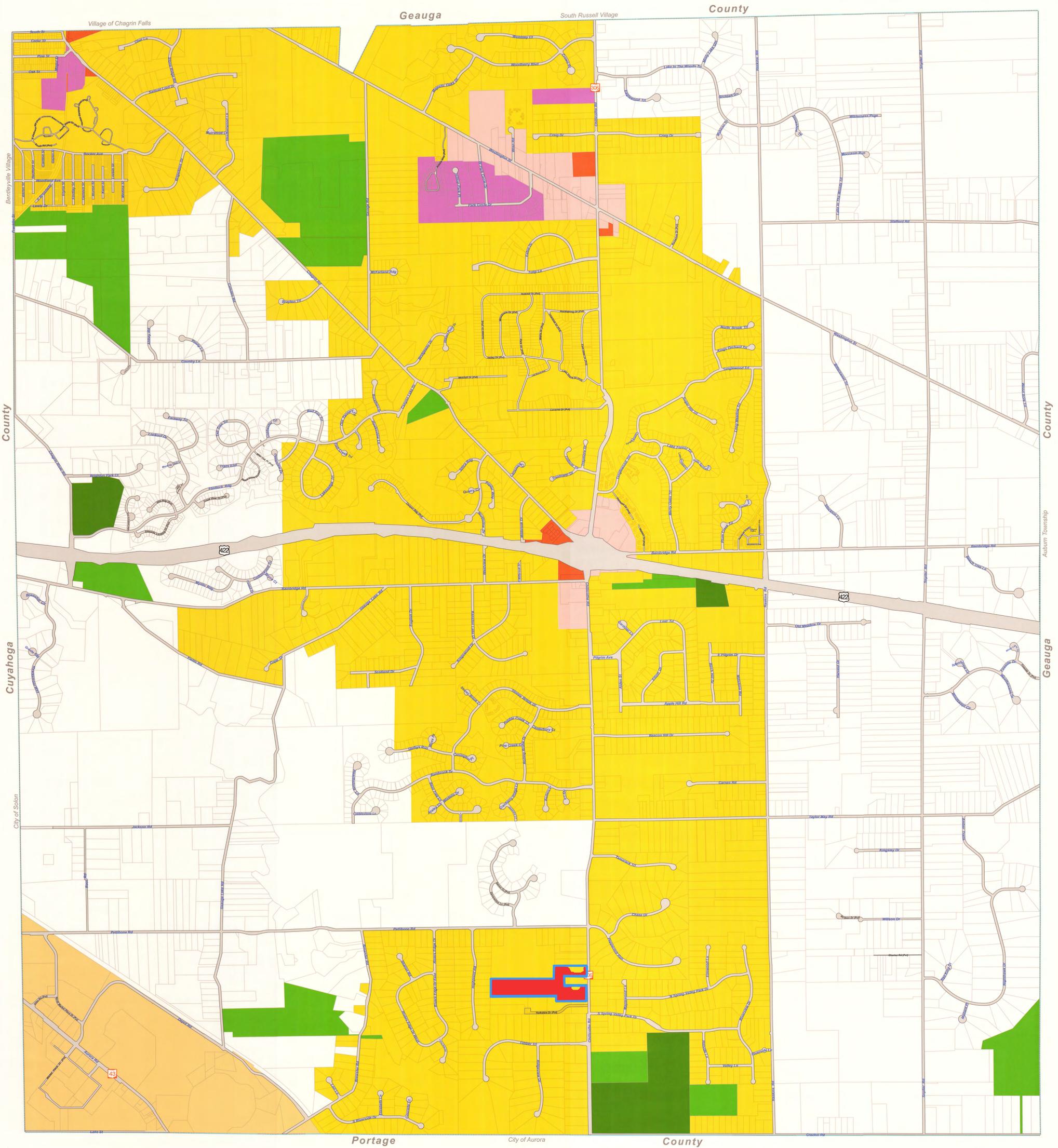
 State Highways

 County & Township Roads



Western Reserve  
Land Conservancy  
land • people • community

State of Ohio GISSC



# Bainbridge Township Zoning Map



- Zoning Districts**
- R-3A: Rural Residential
  - R-5A: Rural Open Residential
  - CB: Convenience Business
  - PO: Professional Office
  - MUP: Mixed Use Planned Unit Development
  - LIR: Light Industry Restricted
  - PPP: Passive Public Park
  - APP: Active Public Park
  - Parcel Boundary
  - Project Area- 27.25 Acres

Amendment No. Z-2019-1 is hereby adopted by the  
Bainbridge Township Board of Trustees

this 22<sup>nd</sup> day of JULY, 2019.

Jeffrey S. Markley, Trustee

Lorrie A. Sass Benza, Trustee

Kristina O'Brien, Trustee

Janice S. Sugarman, Fiscal Officer

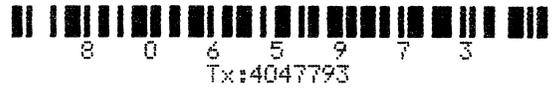
Effective this 21<sup>st</sup> day of AUGUST, 2019.

Janice S. Sugarman, Fiscal Officer



0 500 1,000 2,000 3,000 Feet

Geauga County digital data is a representation of recorded plans, surveys, deeds, and other collected information for use within the Geographic Information System for purposes of public access and analysis. There are other digital data not included or verified and surveys, deeds, and other legal instruments defining land ownership or use. Geauga County assumes no legal responsibility for any information and users should consult the GIS Department with questions or concerns. August 14, 2018



REAL PROPERTY TRANSFER TAX  
NO TRANSFER NECESSARY

202100983515  
Filed for Record in  
GEAUGA COUNTY OHIO  
Celesta Mullins, Recorder  
05/27/2021 08:21 AM  
ESMT 542.00  
OR Book 2125 Page 2777

MAY 27 2021

FEE \$ Exempt  
Geauga County Auditor  
BY: Brian McArthur

**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 Western Reserve Land Conservancy (“Grantor”), an Ohio nonprofit corporation, to Natural Areas Land Conservancy (“Grantee”), an Ohio nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of one parcel of real property aggregating approximately 33.559 acres in area, located on Chillicothe Road in Bainbridge Township, Geauga County, Ohio (the “Protected Property”), known as permanent parcel number 02-729448 (formerly known as 02-209600) 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, agricultural, and open space values (collectively, the “Conservation Values”) of great importance to Grantor, Grantee, to the residents of Bainbridge 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, agricultural, and educational resource in its present state as a natural, scenic, wooded and open area, constituting a natural habitat for plants and wildlife; and

**WHEREAS**, the Protected Property is located within one-half mile of two properties that are permanently protected totaling approximately 205 acres, thereby creating a significant opportunity to connect those properties and the Protected Property to establish a corridor of preserved properties in this area of recent high development pressure; and

**WHEREAS**, the Protected Property contains a diversity of tree species including sugar maple, red maple, American beech, red oak, ash, black cherry, American elm, tulip tree, shagbark hickory, black walnut, sycamore, bigtooth aspen, Norway spruce, and white pine; and

**WHEREAS**, the preservation of the Protected Property is consistent with goals outlined in the Farmland Protection Policy Act, P.L. 97-98, Section 2 [7 USC 4201], in which “Congress finds that the Nation’s farmland is a unique natural resource and provides food and fiber necessary for the continued welfare of the people of the United States,” and that “the Department of Agriculture and other Federal agencies should take steps to assure that the actions of the Federal Government do not cause United States farmland to be irreversibly converted to nonagricultural uses”; and

**WHEREAS**, the preservation of the Protected Property is consistent with goals to protect farmland contained in the Ohio Farmland Protection Policy that directs state agencies to take the protection of productive farmland into consideration when they make policy decisions affecting land acquisition and development; and

**WHEREAS**, the Protected Property produces food and fiber that enters into commercial food supply markets; and

**WHEREAS**, the Protected Property consists in part of approximately 6.4 acres of open pasture land, which part as described and depicted in Exhibit B is herein called the “**Agricultural Areas**,” the majority of whose soils are significant because of their fertility; and

**WHEREAS**, the Protected Property consists in part of approximately 27.2 acres of woodlands, wetlands, and stream corridors, which part as described and depicted in Exhibit B is herein called the “**Natural Areas**,” which provides wildlife habitat and acts as a groundwater recharge source for local aquifers, and provides relief from flooding and erosion to downstream properties; and

**WHEREAS**, the Protected Property has outstanding scenic qualities that can be enjoyed by the general public; namely, the open space and farm view from approximately 1,262 feet of road frontage along both Chillicothe Road and Yorkshire Drive in Bainbridge Township, Geauga County, Ohio; 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 purposes of (a) preserving the quiet, solitude and remote character of the Protected Property, (b) 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 P.L. 96-541, 26 U.S.C. 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder, (c) enhancing the long-term agricultural values of the Protected Property for responsible agricultural uses, and (d) 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 scenic, natural, wooded and open condition, as suitable habitat for wild flora and fauna of all types and for the enhancement and promotion of agricultural values and practices, all as stated above; 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 qualify as a “qualified conservation contribution” under IRC Section 170(h); 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, and educational value, and the agricultural, natural scenic and open condition 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 Natural Areas of the Protected Property as scenic, natural and wooded areas, and as habitat for plants and wildlife and the Agricultural Areas of the Protected Property for responsible agricultural use, and together with the right of visual access to and views of the Protected Property in its scenic, relatively natural and predominately undeveloped, agricultural, 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:**

With respect to the Agricultural Areas, this Conservation Easement is granted for the purposes (the “**Conservation Purposes**”) of preserving agricultural land as open space for the scenic enjoyment of the general public and/or pursuant to clearly delineated federal, state or local governmental policies, which will yield a significant public benefit, as well as enabling the Agricultural Areas to remain (a) in agricultural use, whether for the raising and caring of various species of farm animals and/or for the production of food and fiber, by preserving and protecting in perpetuity its agricultural values, character, use and utility, and to prevent any use of the Agricultural Areas of the Protected Property that would significantly impair or interfere with its agricultural value, character, use or utility; and (b) available in perpetuity for agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity; provided that, at the election of Grantor, all or a part of the Agricultural Areas shall be permitted to return to its natural state and condition during the course of undisturbed ecological succession. In the event that any portion of the Agricultural Areas is allowed to return to a natural state, it shall not be a violation under any provision of this Conservation Easement for Grantor to re-establish agricultural use even if re-establishment of such use requires the clearing of vegetation which would otherwise be prohibited.

With respect to the Natural Areas, this Conservation Easement is granted for the Conservation Purposes of the (a) the protection of a relatively natural habitat of fish, wildlife or plants, or similar ecosystems, and (b) preservation of open space and forest land, together with the right of visual access to and a view of the Natural Areas by the general public in its scenic, relatively natural and

predominantly undeveloped, wooded and open condition, which will yield a significant public benefit.

With respect to all or any portion of the Protected Property and notwithstanding the purposes described above, this Conservation Easement is granted for the general purpose of the preservation of and access to open space (visual or otherwise) by the general public. As such, Grantor may, but shall not be obligated to, use any or all portions of the Protected Property for passive park uses, whether accessible to the public or not, provided that any such passive park use shall not have any adverse impact on the purposes of this Grant or the Conservation Values intended to be protected hereby.

**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. 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.
- (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, downed (by natural causes), significantly diseased or materially damaged trees and trees that pose a danger to human life or neighboring properties, (ii) trees from areas within which existing trails are being widened or new trails created (as provided in subparagraph 4(c)), and (iii) trees from anywhere within the Agricultural Areas in furtherance of the Conservation Purposes as described above for the Agricultural Areas; provided, however, that any such removal does not impair significant conservation interests as described in the IRC.

**2. Major Reserved Rights.**

- (a) Agricultural Uses. Grantor reserves the right to continue within the Agricultural Areas all lawfully permitted manner of agricultural use and enjoyment of the existing farm structures and grounds of the Agricultural Areas including, but not limited to:
- (i) the construction, maintenance, repair and restoration of paths and fences;
  - (ii) the installation, maintenance and repair of drainage tiles and swales, including grass waterways, and the right to repair, maintain and install drainage systems including catch basins, drainage fields, and the like within the Agricultural Areas, and as reasonably necessary for agricultural uses and as approved in advance by Grantee, within the Natural Areas;
  - (iii) the right to spread manure, to remove trees (including trees and limbs encroaching on the Agricultural Areas), grass or other vegetation;
  - (iv) the right to place soil or fill or to excavate or change the general topography of portions of the Agricultural Areas as reasonably necessary or desirable for agricultural uses, including the creation of new ponds, so long as such excavation and topography manipulation does not interrupt the flow of existing natural water courses;
  - (v) the right to perform routine maintenance, landscaping, horticultural activities and upkeep;
  - (vi) the right to construct fences and agricultural structures, including but not limited to a “sugar house”; provided that at no time shall the aggregate square

footage of the footprints of such agricultural structures exceed 7,500 square feet, and once constructed, such agricultural structures may be maintained, repaired and restored; and

- (vii) the right to keep horses and livestock for agricultural and recreational activities.

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

- (b) Future Improvements. Notwithstanding anything to the contrary contained in this Grant, Grantor and Grantee agree that agricultural structures, such as a barn or other equipment storage building, and structures and associated improvements typically used in parks, such as, but not limited to, pavilions, parking areas, roads for access to parking areas, restroom facilities, landscaping and lawns (collectively, the “**Future Improvements**”), may be constructed and thereafter maintained (including mowing of the lawns), remodeled or expanded solely within the Agricultural Areas on the Protected Property. Notwithstanding the preceding sentence, there shall be no residential, commercial or industrial structures located anywhere on the Protected Property and any structures placed thereon in accordance with this provision shall not adversely impact the Conservation Purposes for which this Grant is made.
- (c) Maple Sugaring: Grantor reserves the right to tap maple trees on the Protected Property and to collect sap from such trees for the purpose of converting maple sap into maple syrup by any methods utilized by the maple syrup industry (“Sugaring”); provided, however, that such activities do not impair significant conservation interests as described in the IRC. Grantors may construct trails necessary for Sugaring, provided such trails shall be installed and maintained using Best Management Practices and in accordance with the provisions of subparagraph 4(c) such that soil erosion, soil degradation, and habitat disturbance are minimized. Temporary structures directly associated with sap collection, such as small pole buildings commonly used to cover sap gathering tanks, may be constructed in the Natural Area; however permanent structures, such as a sugarhouse, which are permanently attached to the ground and contain a foundation or impermeable surface covering the ground, are not permitted in

the Natural Area. Notwithstanding the preceding sentence, Grantor may not remove any trees for the purpose of constructing the temporary structures identified herein.

- (d) Habitat Restoration Activities. Grantor reserves the right, notwithstanding any provision to the contrary in this Grant, to engage in habitat restoration and other long term habitat management activities; provided that such restoration and long term management activities are not materially 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 for agricultural structures and improvements within the Agricultural Areas as permitted in subparagraph 2(a), 2(b), and 2(c), and as may otherwise be provided in this Grant, no residential, agricultural, commercial, governmental or industrial structures, including, but not limited to, buildings, outbuildings, communication towers, asphalt, concrete or other impermeable surfaces, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.

(ii) Signs. Except as may otherwise be provided in this Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs which are reasonably consistent with the use and operation of the Protected Property 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) advertise items for sale or advertise a home occupation. 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 in a manner compatible with the Conservation Purposes, and the right to spread manure as provided in subparagraph 2(a), 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 (other than tanks used for septic systems or manure storage); 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. For purposes of this subparagraph 2(b) the placement, scattering, or internment of human ashes in accordance with all manner of state and local laws, whether directly or in eco-friendly, biodegradable containers (i.e. urns), shall not be considered Waste Disposal.
- (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 (i) as necessary for agricultural purposes within the Agricultural Areas, to change the general topography of portions of the Protected Property, (ii) new ponds within the Agricultural Areas so long as they do not interrupt the flow of existing natural water courses, (iii) as is reasonably necessary for disposition of human ashes in accordance with state and local laws, and (iv) the maintenance of existing and permitted trails or access roads (including placement of culverts and bridges associated with such trails or roads) and that caused by the forces of nature,; provided, however, that existing trails may be widened and new trails may be created so long as they do not exceed eight feet in width, they are not covered with impervious materials and any tree removal involved in such widening or creation is restricted exclusively to the trail corridors. All trails and roads will be limited in scope and all trails and roads will be installed and maintained using best management practices to prevent soil erosion and other impacts on the Protected Property. Any activities permitted by this subparagraph 4(c) shall not be detrimental to water quality, significant natural habitats, or the scenic qualities of

the Protected Property and shall be otherwise consistent with the Conservation Purposes and the Conservation Values.

- (d) Mining. Pursuant to IRC Section 170(h)(5)(B), there shall be no surface mining permitted on the Protected Property.
- (e) Oil and Gas Exploration. Except as otherwise may be permitted in this Grant, there shall be no drilling for oil, gas or similar substances from 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 dams, ponds, and historically maintained waterways or ditches, if any, on the Protected Property may be maintained, repaired, replaced and, if reasonably necessary to carry out the agricultural activities permitted by this Grant, expanded. Grantor shall not adversely impact any existing natural water courses on the Protected Property and shall protect same from leaching of agricultural products. 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, farm implements, and non-recreational all-terrain vehicles that are used in connection with maintenance, monitoring, management and agricultural 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, the parcel presently constituting the Protected Property shall not be divided or subdivided and any transfer of the Protected Property must include the entire parcel.
  - (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 approval denial by Grantee of such request.

(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 including the right to construct agricultural structures in subparagraph 2(a) the right to construct Future Improvements in subparagraph 2(b), the right to construct structures associated with maple sugaring in subparagraph 2(c) and the right to engage in restoration activities pursuant to subparagraph 2(d) 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 agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. When such information was not provided to Grantee under the requirements of subparagraph 7(b), the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than thirty (30) days after receiving Grantor's written notice. Nothing in this paragraph shall diminish or limit Grantor's obligations under paragraph 17, with respect to Grantor's written notice to Grantee concerning a transfer of any interest in all or a portion of the Protected Property.
- (d) Breach. Failure to secure such approval or give such notice as may be required by this paragraph 7 shall be a material breach of this Conservation Easement notwithstanding any other provision of this Conservation Easement and shall entitle Grantee to such

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

8. **Grantee's Remedies**. In the event of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves damage to the Protected Property resulting from any use or activity inconsistent with the Conservation Purposes, to restore the portion of the Protected Property so damaged. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing such violation within the 30-day period or, once having commenced a cure, fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation *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 Section 15, Grantor and Grantee stipulate that, as of the effective date of this Grant, this Conservation Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Such percentage interests shall be determined by the ratio of (i) the value of this Conservation Easement on the effective date of this Grant to (ii) the value of the Protected Property, without deduction for the value of this Conservation Easement, on the effective date of this Grant. 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 two percent (2%) 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:                      Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, OH 44022  
Attention: President or General Counsel

To Grantee:                        Natural Areas 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.

**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 30<sup>th</sup> day of April, 2021.

**GRANTOR:**

**WESTERN RESERVE LAND CONSERVANCY**

By:   
Robert B. Owen  
Its: Assistant Secretary

STATE OF OHIO            )  
  )  
COUNTY OF CUYAHOGA)       SS:

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 30 day of April, 2021 by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public



**ROBIN CHRISTENSEN**  
Notary Public, State of Ohio  
My Commission Expires:  
November 24, 2024



# Exhibit A

## Legal Description

Situated in the Township of Bainbridge, County of Geauga, and State of Ohio and known as being part of Original Bainbridge Township Lots 14 and 19 Tract Three and bounded and described as follows:

Beginning in the centerline of Chillicothe Road at the Northeasterly corner of Parcel #1 of land as shown in the Certificate of Transfer of Real Estate recorded in Vol. 307 Pg. 575 of Geauga County Records, being distant South 0° 18' 12" East, 967 feet as measured along the centerline from its intersection with the centerline of Pettibone Road, said place of beginning also being the Southeasterly corner of land as described in deed to A. & R. Kispal recorded in Vol. 571 Pg. 1275 of Geauga County Records;

Thence continuing South 0° 18' 12" East, along the centerline of said Chillicothe Road, a distance of 299.55 feet to the Northeasterly corner of land as described in deed to M. H. and D. L. Peronek recorded in Vol. 571, Pg. 1275 of Geauga County Records;

Thence Westerly, Southerly and Easterly along the property lines of said M. H. and D. L. Peronek and the following courses and distances, South 89° 37' 32" West, 653.58 feet; South 0° 18' 55" East, 200.00 feet; and North 89° 37' 32" East, 653.47 feet to the centerline of said Chillicothe Road;

Thence South 0° 18' 55" East, along the centerline of said Chillicothe Road, a distance of 503.0 feet to the Northeasterly corner of Yorkshire Drive as shown by the resubdivision of Sublots 1 & 2 in the High Point Subdivision recorded in Vol. 14 Pg. 65 of Geauga County Records;

Thence North 89° 45' 35" West, along the Northerly line of said Yorkshire Drive, a distance of 459.17 feet to an Easterly line of Sublot No. 1 in said High Point Resubdivision;

Thence North 0° 18' 55" West along an Easterly line of said Sublot No. 1, a distance of 51.33 feet to a Northeasterly corner of said Sublot No. 1;

Thence North 89° 45' 35" West, along a Northerly line of said Sublot No. 1, a distance of 387.33 feet to an easterly line of said Sublot No. 1, also being the Easterly line of said Original Lot 19;

Thence North 0° 18' 55" West, along an Easterly line of said Sublot No. 1, being the Easterly line of said Original Lot 19, a distance of 181.83 feet to a Northeasterly corner of said Sublot No. 1;

Thence North 89° 45' 35" West, along the most Northerly line of said High Point Subdivision, a distance of 1646.81 feet to the Northwesterly corner thereof, said corner also being in the Easterly line of the Rivers Edge Subdivision as shown by the recorded plat in Vol. 11 Pg. 39 of Geauga County Records;

Thence North 2° 22' 35" East, along the Easterly line of said Rivers Edge Subdivision, a distance of 467.31 feet to the most Southwesterly corner of land as described in deed to M. R. Steinmetz recorded in Vol. 746 Pg. 867 of Geauga County Records;

Thence South 89° 53' 40" East, along the most Southerly line of said M. R. Steinmetz land, a distance of 1624.96 feet to the Easterly line of said Original Lot No. 19;

Thence North 0° 18' 55" West, along the most Easterly line of said M. R. Steinmetz land, also being the easterly line of said Original Lot 19, a distance of 295.01 feet to the Southwesterly corner of said A. R. Kispal land;

Thence South 90° 00' 00" East, along the Southerly line of said A. & R. Kispal land, a distance of 846.52 feet to the Place of Beginning and containing 33.599 acres of land be the same more or less but subject to all legal highways.



# Western Reserve Land Conservancy

land • people • community

## **EXHIBIT B**

Baseline Documentation Report

**LAKE - BONNIE PROPERTY**

in

Bainbridge Township, Geauga County, Ohio

Report Prepared By: Shane Wohlken

Date of Site Visit: March 4, 2021

Date Finalized: April 5, 2021

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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 (“CE”). The Purpose of the BDR is to describe the existing conditions and the conservation values on the Protected Property at the time of the grant of the CE. The BDR is used by the Grantor and Grantee primarily for monitoring and enforcing the terms of the CE.

Western Reserve Land Conservancy (the “Land Conservancy”) has a standard practice of preparing BDRs for CEs. This practice helps ensure that BDRs are created in a consistent manner and include the necessary details for monitoring and enforcing the terms of the CE. The BDR site visit and completion of the BDR document are done as close to recording of the CE as possible. The BDR is created and kept in the course of the Land Conservancy’s regularly conducted business, and it is the organization’s practice to create and maintain the BDR as one of its records. The information in this BDR is as complete and accurate as possible based on at least one property visit and property research using available resources.

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

### **1.2 STATEMENT OF QUALIFICATIONS**

The Land Conservancy ensures that all BDRs are written by qualified professionals. The organization employs individuals with undergraduate and graduate-level degrees and training in various fields of biology, environmental planning, law, Geographic Information System (“GIS”), soil/water conservation, and other related degrees. All individuals involved in creating BDRs are trained in collecting the appropriate field data and information for documenting conservation values. All BDRs are drafted by individuals that have direct knowledge of the Protected Property or by individuals that have been provided information by someone with direct knowledge of the Protected Property.

### **1.3 GENERAL INFORMATION & SUMMARY OF FUNDING SOURCES & PROPERTY RESTRICTIONS**

#### **General Information**

For the purpose of this document, the property being protected by the CE is referred to by the property name referenced on the title page or as the “Protected Property”.

On March 4, 2021, Shane Wohlken, Land Steward – Central Region for the Land Conservancy, and Jacob Pries, Conservation Transactions Specialist for the Land Conservancy, visited the Lake-Bonnie property to establish a BDR of the Protected Property. During the site visit, they 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 CE donated by Western Reserve Land Conservancy. The Land Conservancy is not aware of any other restrictions on the Protected Property other than additional

encumbrances referred to in the updated title commitment.

**SECTION 2: GRANTOR INFORMATION**

Grantor: Western Reserve Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

**SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION**

Role: Property Owner

Name: Western Reserve Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.528.4150

Email: info@wrlandconservancy.org

Role: Property Manager

Name: Dale Dunford

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.813.4896

Email: ddunford@wrlandconservancy.org

**SECTION 4: GRANTEE INFORMATION**

Name: Natural Areas Land Conservancy

Address: 3850 Chagrin River Road, Moreland Hills, OH 44022-1131

Phone: 440.528.4150

**SECTION 5: PARCEL INFORMATION**

Acres Preserved: 33.599 (See Exhibit A – the legal description.)

County: Geauga

Municipality: Bainbridge Township

Watershed: Chagrin River

HUC 12: 041100030302

HUC 12 Narrative: Headwaters Aurora Branch

HUC 14: 04110003020030

HUC 14 Narrative: Aurora Branch headwaters to above McFarland Cr.

Protected Property Address: Chillicothe Road (SR 306), Chagrin Falls, OH 44023

Adjacent to: The Protected Property is adjacent to private property on the north, west, and a portion of the east and south. Most of the eastern boundary is adjacent to Chillicothe Road (SR 306) and some of the southern boundary is adjacent to Yorkshire Drive (Pvt.).

Access Notes: Access points are found at the corners of the fields off Chillicothe Road (SR 306). One access point is located north of the residence at 18814 Chillicothe Road, Chagrin Falls, OH 44022 and another access point is located south of the same residence. An access drive located off Yorkshire Drive should not be used since the drive is private.

Permanent Parcel: Parcel information for this report was gathered from the legal description for the permanent parcel (Exhibit A to the CE).

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Total Parcel Acres	Acres covered by CE
02729448	All	Chillicothe Rd. (SR 306) & Yorkshire Dr. (Pvt.)	33.599	33.599
<b>Total Acres:</b>			33.599	33.599

**SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION**

**6.1 LOCATION & SURROUNDING LAND USE**

The Protected Property is located on Chillicothe Road (SR 306) and Yorkshire Drive (Pvt.) in Bainbridge Township in Geauga County, OH. The Protected Property is adjacent to SR 306 to the east and within 1.5 miles of SR 43 to the southwest. The Geauga County and Portage County boundary is within 0.6 miles to the south. Nearby properties protected by the Land Conservancy include the 106-acre Centerville Mills property ~0.2 miles to the southeast, the 99-acre Stoneridge property ~0.2 miles to the north, the 21-acre Paulin property ~0.8 miles to the west-northwest, the 282-acre Snake Hill Farm property ~0.8 acres to the northwest, the 63-acre Henry South property ~0.7 miles to the west, and the 35-acre Henry North property ~1.0 mile to the west. The Protected Property is within the Chagrin River watershed. Topographically, the Protected Property is relatively flat, with some gentle sloping near the center (see Appendix C: Topography map).

The surrounding land use consists of blocks of forested land to portions of the north and south with small residential lots along the rest of the property boundary and road frontages.

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

*General Uses*

The Protected Property is currently managed as a natural area containing old-field habitat, some scrub-shrub, and mature forest.

*Forestry*

The forest was historically maintained as an active sugarbush, resulting in a predominantly mature maple-beech forest with very little understory.

**6.3 PAST USE(S) OF THE PROTECTED PROPERTY**

In order to understand past uses on the Protected Property, the Land Conservancy reviewed historical aerial photos and noted any evidence of past uses during the BDR visit. Based on reviewing aerial photography provided by Google Earth Pro and NETR Online, it appears that the uses of the Protected Property have not changed significantly in the last 69 years. The central and western portions of the Protected Property were historically used as a sugarbush, and the eastern portion was used as agricultural fields. Based on aerial photos dating back to 1952, the eastern agricultural fields began to shrink around 1962, reaching their smaller sizes by around 1982, with very little change since then.

**SECTION 7: PROTECTED PROPERTY INVENTORY**

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

### **7.1 RESIDENTIAL AREAS, STRUCTURES, AND/OR OTHER CONSTRUCTED FEATURES**

- Remains of Cabin and Related Infrastructure – (Photo Points 4, 5, 9, 10) – The remains of a cabin and related infrastructure are found in the southeastern portion of the Protected Property. The remains include a foundation with a free standing chimney, a metal water pump, two collapsed wooden outbuildings, and a stone and mortar grill. All items are in very poor condition.
- Remains of Sugarbush Cabin – (Photo Points 28, 41) – The remains of a sugarbush cabin are found in the east-central portion of the Protected Property just west of the residential cutout. The remains included a concrete foundation, a boiler pan, a metal storage tank, sap buckets, bricks, and cinder blocks. All items are in very poor condition.

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

- No power or utility rights-of-way were observed 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**

- Three dirt access drives provide access to the Protected Property. One drive is located off Yorkshire Drive at the southeastern corner of the Protected Property, but should not be used since Yorkshire Drive is private. The other two drives that can be used are located off Chillicothe Road. One is located north of the residential cutout and provides access to the northeastern field and one is located south of the same residential cutout and provides access to the southeastern field. All access drive are in moderately good condition.
- A primitive dirt trail extends around the large vernal pool in the northeastern portion of the Protected Property (Photo Point 31). The trails is lined with dead trees and branches. It appears that the trail extends onto the Protected Property from the neighbor to the north. The trail is in moderately poor condition.

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

- Miscellaneous items are found scattered throughout the forested portion of the Protected Property. Items include an old trailer (Photo Point 17), a large tire and bowling balls (Photo Point 21), a metal tank (Photo Point 25), and a bath tub (Photo Point 44). See the Existing Conditions map for exact locations.
- Piles of large stones are found throughout the forested portion of the Protected Property (Photo Point 24). The piles are old and appear to be the result of clearing the property for agricultural use.

### **7.6 ENCROACHMENTS**

- The neighbors along the southern property boundary at 8370 Yorkshire Drive, Chagrin Falls, OH 44023 have cut down some small, dead ash trees along the property boundary near their driveway and have extended a primitive trail north into the Protected Property where they have dumped some yard waste (Photo Point 15).
- The neighbor along the southern property boundary at 8290 Yorkshire Drive, Chagrin Falls, OH 44023 have cut up a large beech tree that fell into the Protected Property and are storing some

6

miscellaneous items on the Protected Property including a grill, wooden pallets, and metal flashing (Photo Point 16). Also of note, the northwestern corner of the house is almost on the property boundary, which might result in future yard encroachments.

- A neighbor along the western property boundary has dumped yard waste in the southwestern corner of the Protected Property (Photo Point 20). The piles are located east of the parcel boundary between the residences at 18857 and 18835 Highpoint Road, Chagrin Falls, OH 44023, making it difficult to determine the origin of the dumping.
- A primitive trail lined with dead trees and branches that loops around the large vernal pool in the northeastern portion of the Protected Property (Photo Point 31) appears to be an extension of the neighbor’s trail system to the north at 18764 Chillicothe Road, Chagrin Falls, OH 44023.
- The neighbor in the residential cutout along the eastern property boundary at 18814 Chillicothe Road, Chagrin Fall, OH 44023 has a number of encroachments along their northern boundary including a mowed area that extends about twenty feet over their northern boundary with planted trees around the edge (Photo Point 38) and dumped Christmas trees and rolls of wire fencing (Photo Point 39).

**7.7 INVASIVE SPECIES**

- Multiflora rose is found in dense stands in the old cabin area in the southeastern portion of the Protected Property and along the field edges in the eastern portion of the Protected Property. It can also be found scattered throughout forested areas.
- Myrtle is found around the old cabin area in the southeastern portion of the Protected Property.

**7.8 MONITORING NOTES**

- The Protected Property is easily accessible from the access drive off Yorkshire Drive located at the southeastern property corner. All boundaries are easy to traverse.

**SECTION 8: LAND COVER SUMMARY**

The Protected Property encompasses approximately 34 acres in total land area and contains agricultural field, upland scrub-shrub with old-field, mixed hardwood forest, maple-beech forest, and a large vernal pool (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
Agricultural Field	~ 5.8 acres
Scrub-Shrub with Old-Field	~ 1.4 acres
Mid-Successional Mixed Hardwood Forest	~ 6.9 acres
Mature Maple-Beech Forest	~ 19.3 acres
Vernal Pool	~ 0.2 acres
Road Frontage	~ 1,262 linear feet of scenic views

**SECTION 9: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES**

Introduction

The land cover areas described below and depicted on the “Land Cover” map of Appendix C were

defined based on observations during the BDR site visit and based on other available natural resource information for the Protected Property and the area in general. These land cover areas describe existing conditions and do not correspond to reserved areas, if any, defined in the CE.

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

*Agricultural Field* - (Photo Points 33, 34, 47)

All agricultural fields are located in the Agricultural Area as defined by the CE. The eastern portions of the Protected Property contain approximately 5.8 acres agricultural fields, one located north of the residential cutout, and one located south of the cutout. The fields are populated with grasses, goldenrod, aster, Queen Anne's lace broomsedge bluestem grass, and haircap moss. The edges are dense with multiflora rose, blackberry, raspberry, and forsythia.

*Scrub-Shrub with Old-Field* - (Photo Points 3, 4)

This habitat area is located entirely within the Natural Area as defined by the CE. The old cabin area located in the southeastern portion of the Protected Property contains approximately 1.4 acres of scrub-shrub with old-field habitat. The old cabin opening is populated with multiflora rose, privet, raspberry, blackberry, grapevine, burdock, aster, goldenrod, common milkweed, myrtle, poison ivy, wild garlic, partridgeberry, and spinulose wood fern. Trees found scattered throughout include red maple, sugar maple, ash, black cherry, and Norway spruce.

*Mid-Successional Mixed Hardwood Forest* - (Photo Points 1, 2, 6-9, 11-13, 27-31, 35-37, 40-46)

This habitat area is located entirely within the Natural Area as defined by the CE. The eastern portion of the Protected Property contains approximately 6.9 acres of mid-successional mixed hardwood forest. The canopy trees have a typical diameter-at-breast-height (dbh) ranging from 6" to 12". The concentration of trees species changes throughout the forest with walnut, sugar maple, red maple, red oak, black cherry, and ash found mostly along the road; tuliptree, red maple, sugar maple, crabapple, black cherry, shagbark hickory, white pine, and red oak found around and west of the agricultural fields; and red maple, sugar maple, black cherry, American beech, sycamore, sassafras, quaking aspen, and Norway spruce found around the old cabin area in the southwestern portion of the Protected Properties. The understory is mostly open in the northern portions of the forest and moderately dense in the southern portion with blackberry, raspberry, multiflora rose, privet, poison ivy, and grapevine. Ground cover is mostly leaf litter with some partridgeberry, wild garlic, and spinulose wood fern in the southern portion of the forest, and goldenrod and evening primrose along the road. Some small, shallow vernal pools are scattered throughout the western and southern portions of the forest.

*Mature Maple-Beech Forest* - (Photo Points 14, 18-20, 22, 23, 24, 26)

This habitat area is located entirely within the Natural Area as defined by the CE. The central and western portions of the Protected Property contain approximately 19.3 acres of mature maple-beech forest. The canopy trees range in dbh from 18" to 24"; however, a significant number of the large trees canopy trees have fallen down throughout the forest in recent years, allowing a large number of younger trees ranging from 6" to 12" dbh to spring up under the larger trees. The forest is dominated by sugar maple, red maple, and American beech, but other tree species are found throughout including ash, black cherry, red oak, tuliptree, American elm, and bigtooth aspen. The understory is largely open, with some scattered multiflora rose and grapevine. The groundcover is mainly leaf litter with some spinulose wood fern, Christmas fern, partridgeberry, and poison ivy. Some small, shallow vernal pools are scattered throughout

the central. Piles of large rocks are found throughout the forest (Photo Point 24), likely the result of clearing the land for agricultural use.

*Vernal Pool* - (Photo Point 32)

This habitat area is located entirely within the Natural Area as defined by the CE. The Protected Property contains approximately 0.2 acres of vernal pool located along the northeastern property boundary and west of the northern agricultural field. The large vernal pool has a small, man-made earthen dam along its northeastern edge located just off the Protected Property. The dam helps to enhance and expand the collection of water in the natural depression located at the center of the pool.

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 has scenic, aesthetic, and open space values related to the agricultural and natural uses of the land. The Protected Property contains approximately 803 linear feet of road frontage on Chillicothe Road and 459 linear feet along Yorkshire Drive (Pvt.) providing excellent scenic views of the 33.599-acre Protected Property. The preservation of the Protected Property is also consistent with the goals and recommendations outlined in the local, state, and/or federally endorsed farm preservation plans referenced in the CE. The Protected Property also possesses significant scenic, aesthetic, open space, and natural conservation values that add to the rural/natural character of Bainbridge Township. The Protected Property has natural resource conservation value based on its approximately 34 acres of diverse habitat for wildlife including various successional stages of hardwood forest including high quality maple-beech forest, scrub-shrub with old-field habitat, and vernal pool. These habitats provide shelter, food, and nesting areas for birds, small and large mammals, and other wildlife. Natural areas preservation also promotes groundwater recharge for local aquifers.

**SECTION 10: PHOTO POINT COORDINATES**

Coordinate System: Latitude/Longitude (Decimal Degrees)

Global Positioning System (“GPS”) points were taken on March 4, 2021 using a Trimble Juno 3B Series GPS.

Point Number	Latitude	Longitude
1	41.35672	-81.3398
2	41.35672	-81.3398
3	41.35698	-81.3401
4	41.35711	-81.3412
5	41.35715	-81.3414
6	41.3567	-81.3414
7	41.35669	-81.3414
8	41.35685	-81.3414
9	41.35705	-81.3418

10	41.35715	-81.3418
11	41.35683	-81.3427
12	41.35682	-81.3427
13	41.35731	-81.3428
14	41.35731	-81.3428
15	41.35772	-81.3429
16	41.35743	-81.3455
17	41.3577	-81.3467
18	41.35732	-81.3488
19	41.35733	-81.3487
20	41.35758	-81.3487

21	41.35818	-81.3482
22	41.35861	-81.3487
23	41.35861	-81.3487
24	41.35838	-81.346
25	41.35806	-81.346
26	41.35861	-81.3428
27	41.35863	-81.3428
28	41.35853	-81.3422
29	41.35941	-81.3428
30	41.35941	-81.3428
31	41.35937	-81.3426
32	41.35937	-81.3423
33	41.35941	-81.3417
34	41.35943	-81.3398

35	41.35942	-81.3398
36	41.35864	-81.3398
37	41.35862	-81.3398
38	41.35864	-81.3404
39	41.35864	-81.341
40	41.35862	-81.3421
41	41.3586	-81.3421
42	41.35805	-81.3421
43	41.35807	-81.3421
44	41.35777	-81.3417
45	41.35805	-81.3398
46	41.35805	-81.3398
47	41.35732	-81.3399

Note: The coordinates for each point were determined using the GPS unit; however, it should be noted that there is a small amount of error inherent in the GPS readings.

**SECTION 11: ACKNOWLEDGMENT OF CONDITION**

This Baseline Documentation Report is an accurate representation of the Protected Property, including conservation resources and existing conditions, at the time of the recording of the CE.

**GRANTOR: WESTERN RESERVE LAND CONSERVANCY**



BY: ROBERT B. OWEN  
ASSISTANT SECRETARY

DATE: 4/30/2021

**GRANTEE: NATURAL AREAS LAND CONSERVANCY**



BY: RICHARD D. COCHRAN  
PRESIDENT

DATE: 4/30/2021

**SECTION 12: PHOTO POINT PHOTOS** (All photos were taken by Shane Wohlken with a Fujifilm FinePix XP-130 digital camera on March 4, 2021. All structures depicted in the photos are located on the Protected Property unless otherwise noted.)



1. Looking north along property the eastern boundary and Chillicothe Road (SR 306) from near the southeastern property corner.



3. Looking west at a mowed area with some scrub-shrub in the southeastern portion of the Protected Property.



2. Looking west along the southern property boundary and Yorkshire Drive from near the southeastern property corner.



4. Looking southeast at a water pump (foreground) and a free-standing chimney (background) located in the southeastern portion of the Protected Property.



5. Looking northwest at the remains of a wooden outbuilding located near the old cabin area in the southeastern portion of the Protected Property.



7. Looking north along the western property boundary from a sharp jog at a southern property corner.



6. Looking east along the southern property boundary and Yorkshire Drive from a sharp jog at a southern property corner.



8. Looking west along the southern property boundary from a sharp jog at a southern property corner with a metal stake.



9. Looking north-northeast at the remains of a stone grill located in the southeastern portion of the Protected Property.



10. Looking west at the remains of a wooden outbuilding located near the old cabin area in the southeastern portion of the Protected Property.



11. Looking east along the southern boundary and the neighbor's driveway from a sharp jog at a southern property corner. The driveway is located off the Protected Property.



12. Looking north along the western property boundary and the neighbor's driveway from a sharp jog at a southern property corner. The structures are located off the Protected Property.



13. Looking south along the western property boundary from a sharp jog at a southern property corner with a survey pin. The structures are located off the Protected Property.



14. Looking west along the southern property boundary from a sharp jog at a southern property corner with a survey pin.



15. Looking south at yard waste dumped along a trail that extends from the southern neighbor at 8370 Yorkshire Drive.



16. Looking west-southwest at a cut tree and miscellaneous yard items on the Protected Property adjacent to the southern neighbor at 8290 Yorkshire Drive.



17. Looking north at an old trailer located in the southwestern portion of the Protected Property.



19. Looking east along the southern property boundary from the southwestern property corner with a survey pin.



18. Looking north along the western property boundary from the southwestern property corner with a survey pin. The fence in the background is located off the Protected Property.



20. Looking southeast at a dumpsite of miscellaneous item including yard waste. The dumpsite is located between the western neighbors at 18857 and 18835 Highpoint Road.



21. Looking north-northwest at a large tire and six bowling balls located in the northwestern portion of the Protected Property.



23. Looking east along the northern property boundary from the northwestern property corner. The property to the north was recently timbered.



22. Looking south along the western property boundary from the northwestern property corner.



24. Looking southwest at one of many stone piles found throughout the forest in the western portion of the Protected Property.



25. Looking southwest at a metal tank located near the center of the western forest.



27. Looking north along the western property boundary from a sharp jog at a northern property corner. The property to the east was recently timbered.



26. Looking west along the northern property boundary from a sharp jog near a northern property corner.



28. Looking south-southwest at the remains of a sugarbush cabin, including the foundation, holding tank, boiling pan, and buckets.



29. Looking south along the western property boundary from a sharp jog at a northern property corner with a metal stake. The property to the west was recently timbered.



30. Looking east along the northern property boundary from a sharp jog at a northern property corner with a metal stake. A large vernal pool can be seen in the background.



31. Looking southeast at a foot trail that extends around the vernal pool seen in Photos 30 and 32. The trails are lined with dead trees and branches.



32. Looking east-northeast at a large vernal pool that is enhanced by a small earthen dam located just off the Protected Property at the pool's northeastern corner.



33. Looking east along the northern property boundary and at the northern field in the northeastern portion of the Protected Property. The house is located off the Protected Property.



34. Looking west along the northern property boundary from near the northeastern property corner. The house is located off the Protected Property.



35. Looking south along the eastern property boundary and Chillicothe Road from near the northeastern property corner.



36. Looking north along the eastern property boundary and Chillicothe Road from a sharp jog at an eastern property corner.



37. Looking west along the northern boundary of the cutout around the neighbor at 18814 Chillicothe Road from the northeastern corner of the cutout.



39. Looking east-northeast at cut trees and rolls of wire fencing north of the neighbor at 18814 Chillicothe Road.



38. Looking west at a yard encroachment that extends into the northeastern portion of the Protected Property from the neighbor at 18814 Chillicothe Road.



40. Looking east along the northern boundary of the cutout around the neighbor at 18814 Chillicothe Road from the northwestern corner of the cutout.



41. Looking south along the western boundary of the cutout around the neighbor at 18814 Chillicothe Road from the northwestern corner of the cutout.



43. Looking east along the southern boundary of the cutout around the neighbor at 18814 Chillicothe Road from the southwestern corner of the cutout at a metal stake.



42. Looking north along the western boundary of the cutout around the neighbor at 18814 Chillicothe Road from the southwestern corner of the cutout at a metal stake.



44. Looking west at a bath tub in the southeastern portion of the Protected Property.



45. Looking west along the southern boundary of the cutout around the neighbor at 18814 Chillicothe Road from the southeastern corner of the cutout.



47. Looking northwest at the field in the southeastern portion of the Protected Property.



46. Looking south along the eastern property boundary and Chillicothe Road from a sharp jog at an eastern property corner

# **APPENDICES**

## APPENDIX A: SOILS

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

SOIL SYM.	MAP UNIT KEY	SOIL NAME	FARMLAND CLASSIFICATION	HYDRIC RATING	ACRES
EhB	287544	Ellsworth silt loam, 2 to 6 percent slopes	All areas are prime farmland	Unknown Hydric	8.2
LyB	287568	Loudonville silt loam, 2 to 6 percent slopes	All areas are prime farmland	Unknown Hydric	20.7
LyC	287569	Loudonville silt loam, 6 to 12 percent slopes	Farmland of local importance	Unknown Hydric	1.4
MgB	287571	Mahoning silt loam, 2 to 6 percent slopes	Prime farmland if drained	Partially Hydric	1.6
MtA	287575	Mitiwanga silt loam, 0 to 3 percent slopes	Prime farmland if drained	Partially Hydric	1.8

- 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: March 4, 2021

By: Shane Wohlken, Land Steward – Central Region for the Land Conservancy, and Jacob Pries, Conservation Transactions Specialist for the Land Conservancy

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

### Plant Inventory

Type	Common Name	Scientific Name	Notes
Fungus	Artist's conk	<i>Ganoderma applanatum</i>	
Fungus	Turkey-tail	<i>Trametes versicolor</i>	
Herbaceous	Aster spp.	<i>Aster spp.</i>	
Herbaceous	Broomsedge bluestem	<i>Andropogon virginicus</i>	
Herbaceous	Burdock	<i>Arctium sp.</i>	
Herbaceous	Fern, Christmas	<i>Polystichum acrostichoides</i>	
Herbaceous	Fern, spinulose wood	<i>Dryopteris carthusiana</i>	
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>	
Herbaceous	Milkweed, common	<i>Asclepias syriaca</i>	
Herbaceous	Myrtle/Lesser periwinkle	<i>Vinca minor</i>	INVASIVE
Herbaceous	Partridgeberry	<i>Mitchella repens</i>	
Herbaceous	Poison ivy	<i>Toxicodendron radicans</i>	
Herbaceous	Primrose, evening	<i>Oenothera biennis</i>	
Herbaceous	Queen Anne's lace	<i>Daucus carota</i>	Wild carrot
Herbaceous	Wild garlic	<i>Allium vineale</i>	Wild onion
Non-vascular	Moss, haircap	<i>Polytrichum commune</i>	
Shrub	Forsythia spp.	<i>Forsythia spp.</i>	
Shrub	Privet spp.	<i>Ligustrum spp.</i>	INVASIVE
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>	INVASIVE
Tree	Ash spp.	<i>Fraxinus spp.</i>	
Tree	Aspen, bigtooth	<i>Populus grandidentata</i>	
Tree	Aspen, quaking	<i>Populus tremuloides</i>	
Tree	Beech, American	<i>Fagus grandifolia</i>	
Tree	Cherry, black	<i>Prunus serotina</i>	
Tree	Crabapple	<i>Malus spp.</i>	
Tree	Elm, American	<i>Ulmus americana</i>	
Tree	Hickory, shagbark	<i>Carya ovata</i>	
Tree	Maple, red	<i>Acer rubrum</i>	

Tree	Maple, sugar	<i>Acer saccharum</i>	
Tree	Oak, red	<i>Quercus rubra</i>	
Tree	Pine, white	<i>Pinus strobus</i>	
Tree	Spruce, Norway	<i>Picea abies</i>	
Tree	Sycamore	<i>Platanus occidentalis</i>	
Tree	Tuliptree	<i>Liriodendron tulipifera</i>	Yellow poplar
Tree	Walnut, black	<i>Juglans nigra</i>	
Vine/briar	Blackberry spp.	<i>Rubus spp.</i>	
Vine/briar	Grape spp.	<i>Vitis spp.</i>	
Vine/briar	Raspberry spp.	<i>Rubus spp.</i>	

**Animal Inventory**

Type	Common Name	Scientific Name	Notes
Bird	Chickadee, black-capped	<i>Poecile atricapillus</i>	
Mammal	Deer, white-tailed	<i>Odocoileus virginianus</i>	Scat and deer runs

## APPENDIX C: MAPS

### MAP LIST

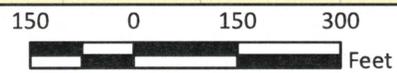
Property Identification  
Watershed Location  
Location  
Aerial View I  
Aerial View II  
Soils  
Topography  
Land Cover  
Existing Conditions  
Agricultural and Natural Areas  
Photo Points

**Disclaimer:** The maps included in this appendix are not legal surveys and should not be construed as such. The maps assist the Land Conservancy in its efforts to depict the boundaries of the CE, the regional property location, neighboring property boundaries, potential encroachments, areas of reserved and/or excluded rights, habitats, and other important existing conditions and property features related to the terms of the CE. Property boundaries, while approximate, were established using the best available information, which may include: publicly and privately available local, county, state and federal GIS data, legal surveys, tax maps, field mapping using GPS, and other sources.

The legal boundary of the CE is derived from the legal description that is an exhibit to the CE document. The Land Conservancy attempts to make all maps match the legal description as closely as possible.

**PPN: 02729448**  
**Total Acres: 33.599**

The CE boundary was created using the legal description for the property parcel and does not necessarily align with the parcel layer provided by the Geauga County Auditor's office.



Map Created 4/6/2021 sw

**Property Identification: Lake - Bonnie CE Property -- BDR**



Lake - Bonnie CE Property: 33.599 acres



Gauga Parcels

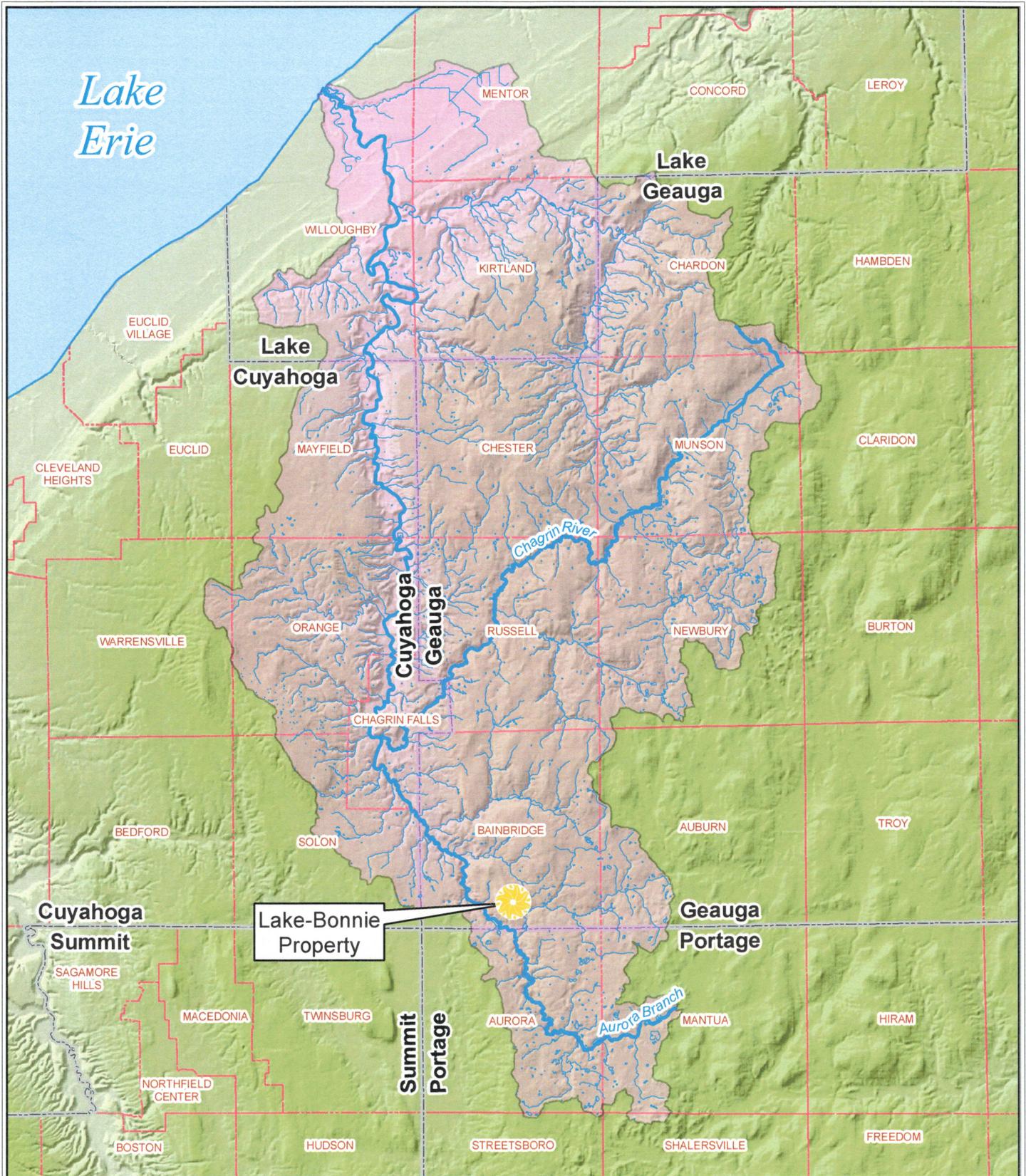


State Highways



County & Township Roads

306

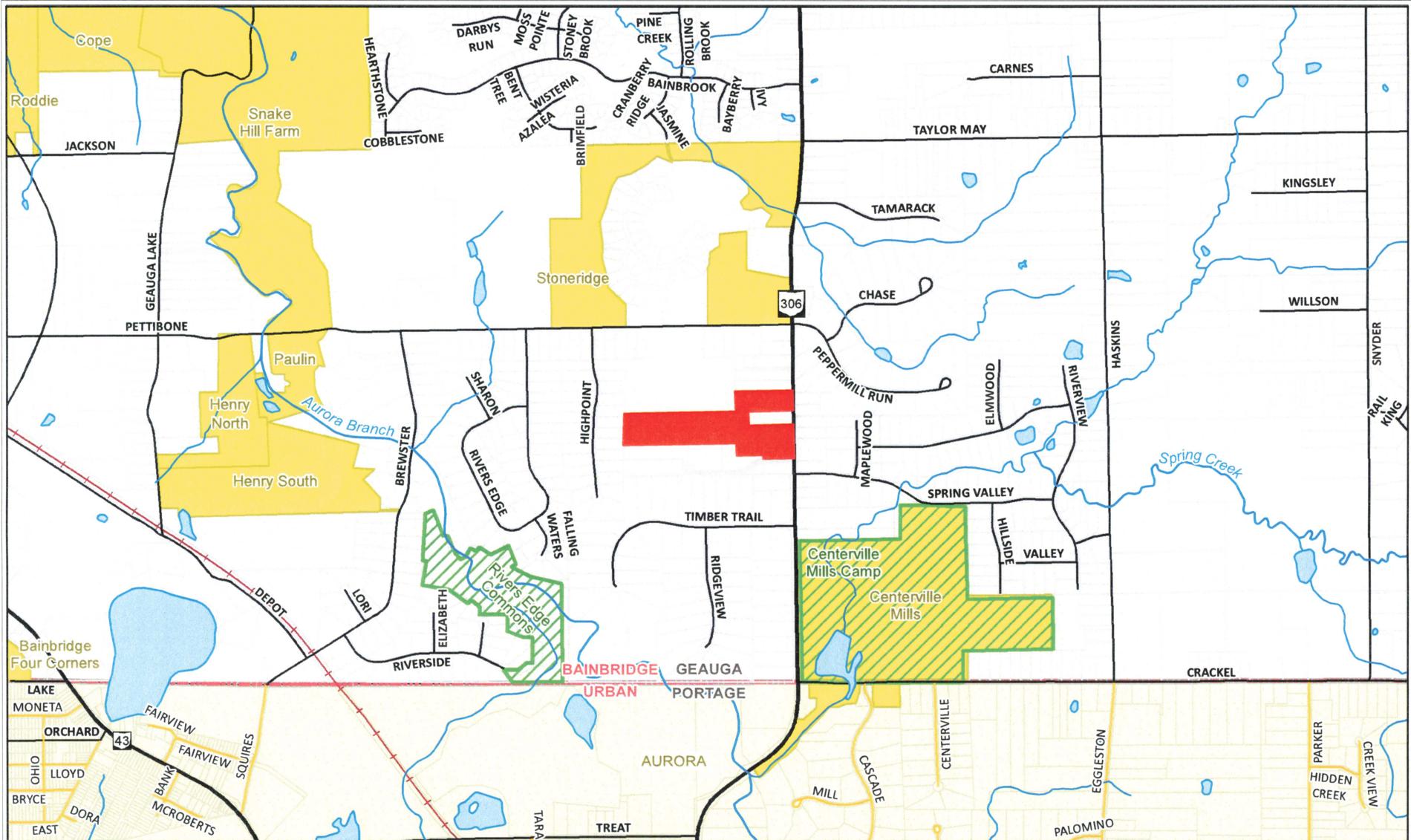


**Western Reserve  
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Map Created 3/11/2021 sw

**Watershed Location: Lake - Bonnie CE Property -- BDR**

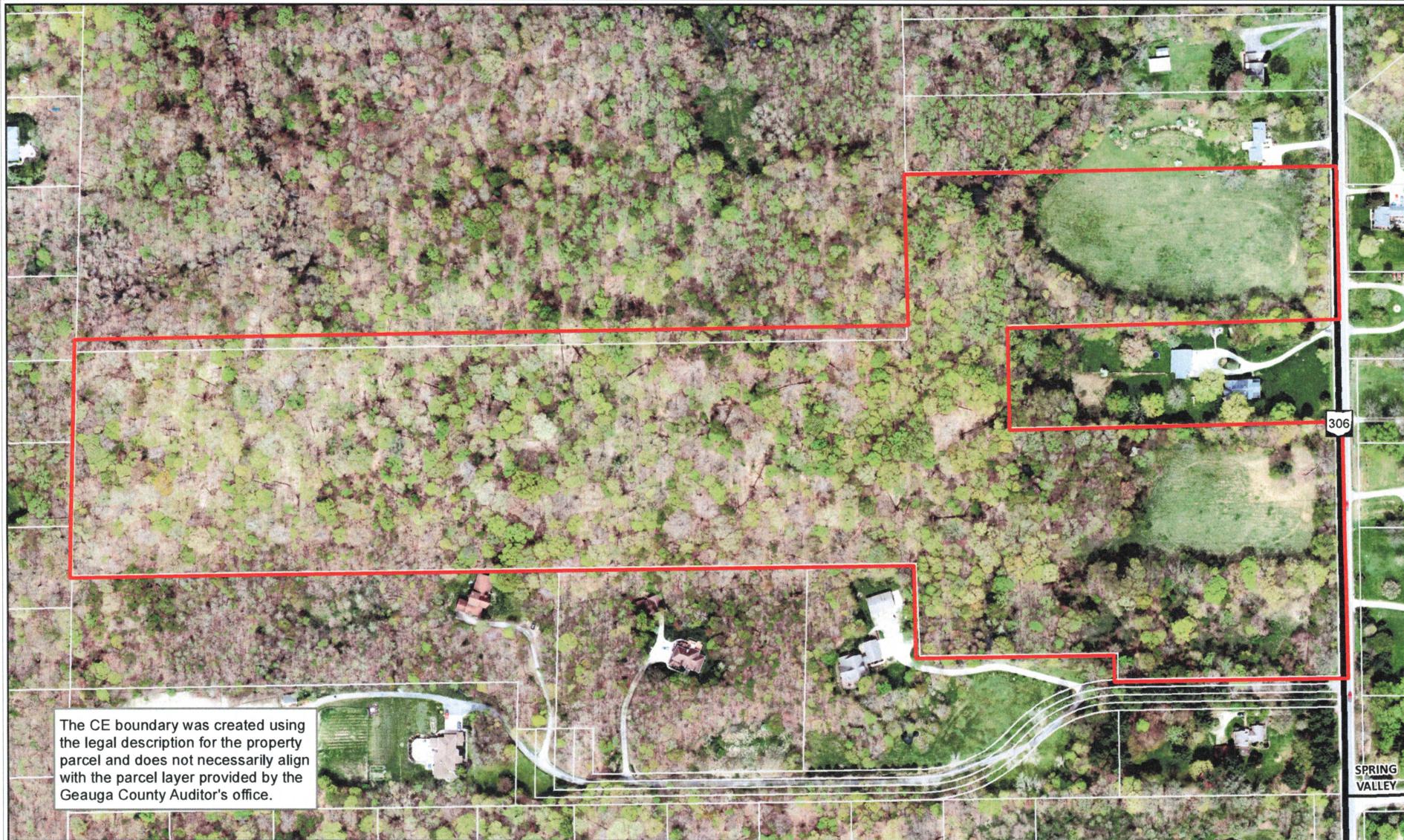
- Counties
- Townships
- Chagrin River Watershed
- Lake Erie
- Chagrin River and Tributaries



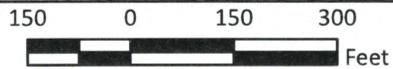
Map Created 3/11/2021 sw

**Location: Lake - Bonnie CE Property -- BDR**

Lake - Bonnie CE Boundary: 33,599 acres	Township Boundaries	Land Conservancy Protected Properties	County & Township Roads	NHD - Streams/Rivers
Parcels	County Boundaries	Rail Line	Municipal Roads	NHD - Lake/Pond/Reservoir
Municipal Boundaries	Parks & Managed Areas	State Highways		



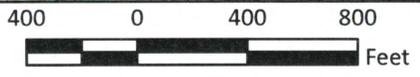
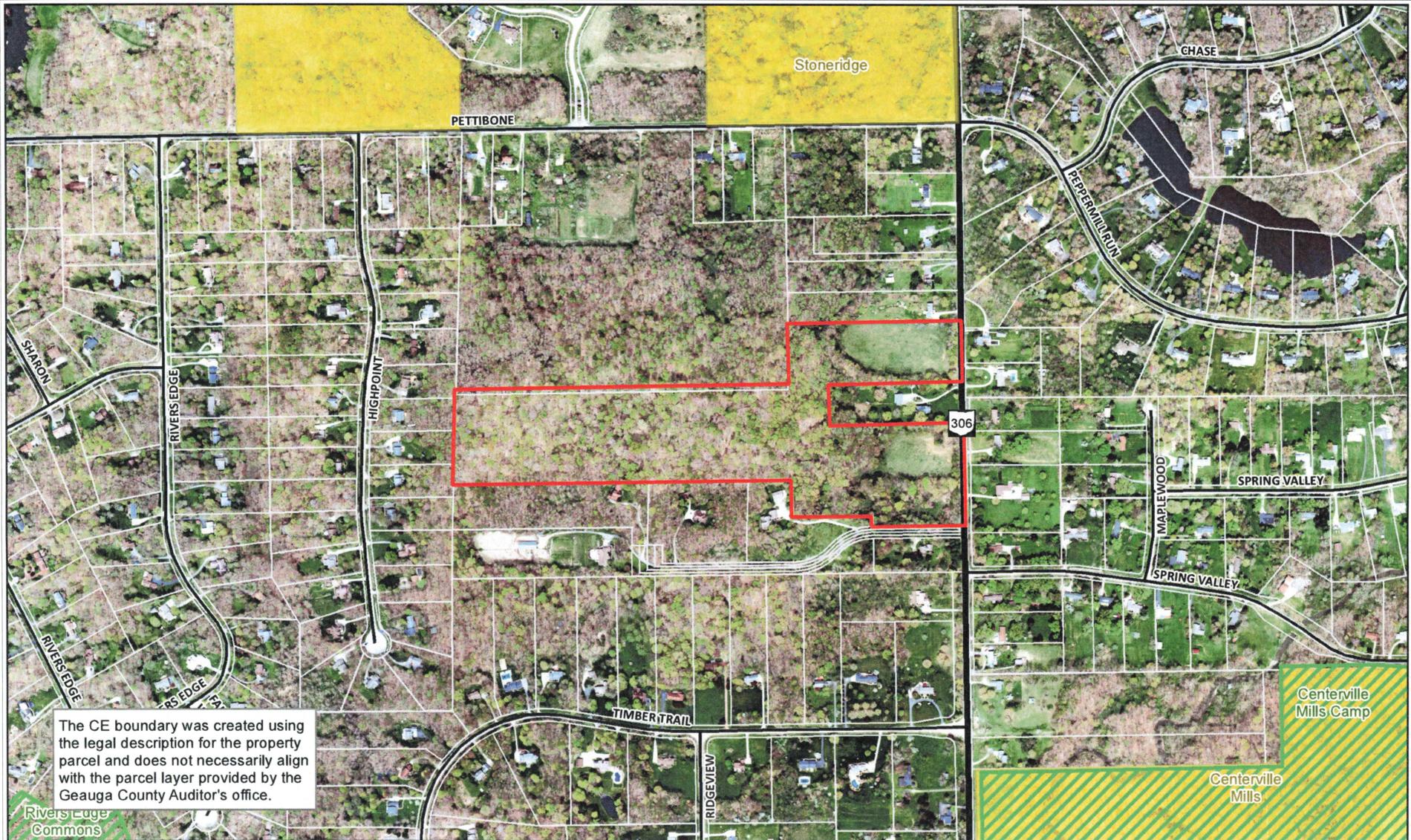
The CE boundary was created using the legal description for the property parcel and does not necessarily align with the parcel layer provided by the Geauga County Auditor's office.



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 land • people • community  
 2017 Aerial Photo (OSIP)  
 Map Created 3/11/2021 sw

**Aerial View I: Lake - Bonnie CE Property -- BDR**

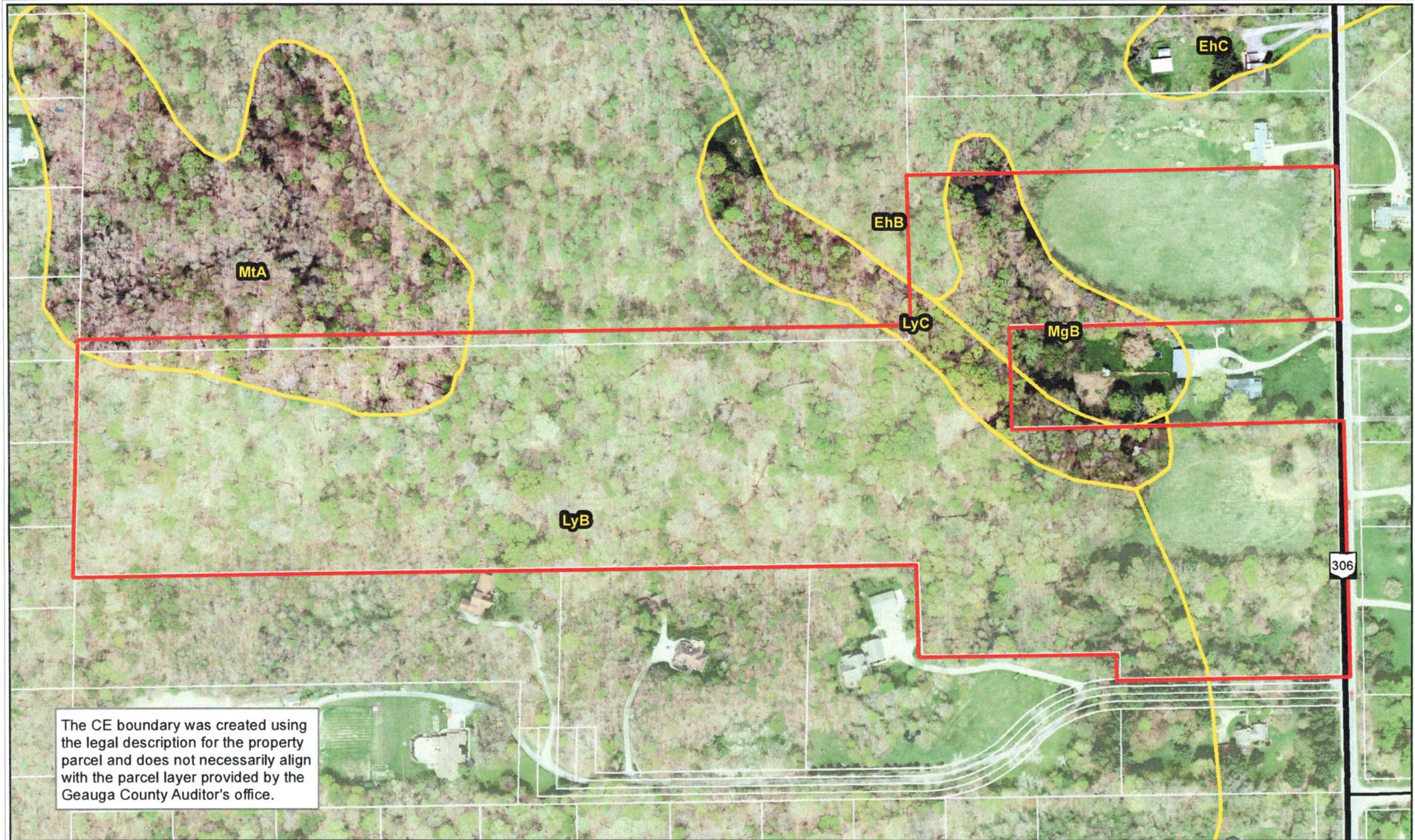
- Lake - Bonnie CE Boundary: 33.599 acres
- Geauga Parcels
- State Highways
- County & Township Roads



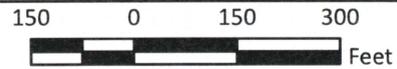

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 2017 Aerial Photo (OSIP)  
 Map Created 3/11/2021 sw

**Aerial View II: Lake - Bonnie CE Property -- BDR**

	Lake - Bonnie CE Boundary: 33.599 acres		Parks & Managed Areas		State Highways
	Gauga Parcels		Land Conservancy Protected Properties		County & Township Roads



The CE boundary was created using the legal description for the property parcel and does not necessarily align with the parcel layer provided by the Geauga County Auditor's office.



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### Soils: Lake - Bonnie CE Property -- BDR



Lake - Bonnie CE Boundary: 33.599 acres



USA Soils Map Units



State Highways

Gauga Parcels



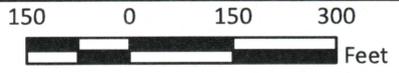
All areas are prime farmland



County & Township Roads



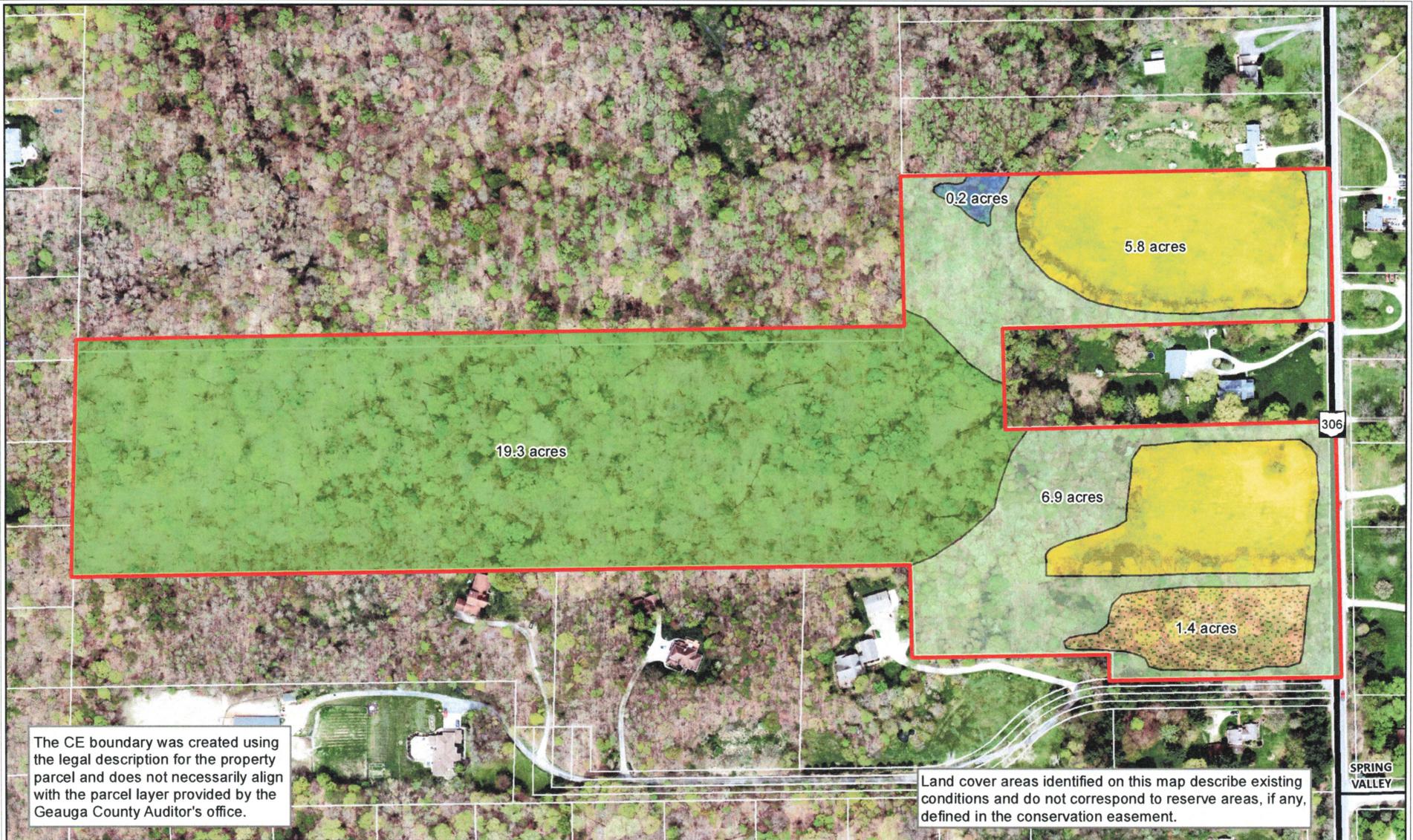
The CE boundary was created using the legal description for the property parcel and does not necessarily align with the parcel layer provided by the Geauga County Auditor's office.



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Map Created 3/11/2021 sw

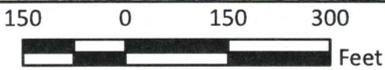
### Topography: Lake - Bonnie CE Property -- BDR

- Lake - Bonnie CE Boundary: 33.599 acres
- 2 ft. Contours - Geauga Co.
- State Highways
- Geauga Parcels
- Ephemeral Stream
- County & Township Roads



The CE boundary was created using the legal description for the property parcel and does not necessarily align with the parcel layer provided by the Geauga County Auditor's office.

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




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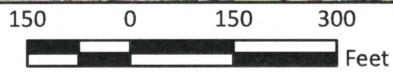
### Land Cover: Lake - Bonnie CE Property -- BDR

-  Lake - Bonnie CE Boundary: 33.599 acres
-  Geauga Parcels
-  Agricultural Field: ~5.8 acres
-  Scrub-Shrub with Old-Field: ~1.4 acres
-  Mid-Successional Mixed Hardwood Forest: ~6.9 acres
-  Mature Maple-Beech Forest: ~19.3 acres
-  Vernal Pool: ~0.2 acres
-  State Highways
-  County & Township Roads





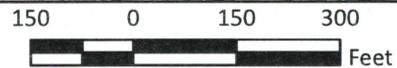
The CE boundary was created using the legal description for the property parcel and does not necessarily align with the parcel layer provided by the Geauga County Auditor's office.




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 2017 Aerial Photo (OSIP)  
 Map Created 3/15/2021 sw

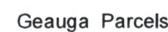
### Agricultural and Natural Areas: Lake - Bonnie CE Property -- BDR

-  Lake - Bonnie CE Boundary: 33.599 acres
-  Agricultural Area: ~6.4 acres
-  Natural Area: ~27.2 acres
-  State Highways
-  County & Township Roads
-  Geauga Parcels




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 Map Created 3/11/2021 sw

### Photo Points: Lake - Bonnie CE Property -- BDR

-  Lake - Bonnie CE Boundary: 33.599 acres
-  Photo Points 3/4/2021
-  County & Township Roads
-  Geauga Parcels
-  State Highways

**CITY FOREST CREDITS - PRESERVATION CARBON QUANTIFICATION CALCULATOR**

Credit calculator for use with standard carbon stock tables (Section 10.1.A)

**Project Name** Bainbridge Forest  
**Project Location** Bainbridge Township, OH  
**Project Operator** Western Reserve Land Conservancy

**Fraction at risk of tree removal (section 10.2)**

9 Max potential dwelling units, at 3 acres/unit  
 18 clearing at 2 ac/unit  
 9.25 remaining area  
 0.925 Potentially cleared, 10% of remaining area  
 18.925 Total potentially cleared area  
**0.6945** Fraction potentially cleared of total project

11-May-21 Date of quantification  
 27.25 Total acres in the project  
 0 Not clearable, per code, acres  
 0 Developable area to be kept in trees not counted in the line above, acres  
 27.25 Net potential clearable, per code, and to be preserved, acres  
**B2 - Maple Beech Birch** Table number and forest type & region from Appendix B, US Forest Service General Technical Report NE-343  
 90 Stand age (years)  
 76.3 Biomass tC/ac  
 279.8 Biomass tCO<sub>2e</sub>/ac  
 100% Percent cover, from i-Tree Canopy (provide file containing coordinates of evaluated points)  
 7,624 Project Stock, tCO<sub>2e</sub> (Section 10.1.A.)  
 6,099 Accounting Stock, tCO<sub>2e</sub>  
 69.4% Fraction at risk of tree removal (Section 10.2)  
 4,236 Avoided Biomass Emissions, tCO<sub>2e</sub>  
 49.97% Avoided impervious surface, percent (Section 10.4)  
 13.62 Avoided impervious surface, acres  
 1,634 Avoided Soil Carbon Emissions, tCO<sub>2e</sub>  
 18.3% Displacement: fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area (Section 10.5.A)  
 775 Displaced Biomass Emissions, tCO<sub>2e</sub>  
 495 Displaced Soil Emissions (assumes that redevelopment causes increase in impervious surface on revegetated parcels)  
 3,461 Credits from Avoided Biomass Emissions, tCO<sub>2e</sub>  
 1,139 Credits from Avoided Soil Emissions, tCO<sub>2e</sub>  
 4,599 Total Credits attributed to the project, tCO<sub>2e</sub>  
 460 Registry reversal pool (10%), tCO<sub>2e</sub>

**Impervious Surface Maximum per Bainbridge Township Zoning Resolution Section 135.03 (8) :**

**Residential**  
 5445 Residential SF, first half acre  
 0.1 Fraction of second half acre  
 0.0625 Fraction of area above 1 acre  
 1.125 Acres, all lots, first half acre/lot  
 0.45 Acres, all lots, second half acre/lot  
 1.140625 Acres, all lots, first half acre/lot  
 2.715625 Total Max Residential Impervious acres  
**0.4 Non-residential fraction allowed impervious**  
 10.9 Acres non-residential impervious  
 13.616 Total acres impervious  
**0.4997 Total fraction impervious**

**4,139 Total credits issued to the project, tCO<sub>2e</sub>**  
**152 Total credits issued to the project, tCO<sub>2e</sub>/acre**

Year	Credits Issued This Year	Cumulative Credits Issued
1	4139	4139
2	0	4139
3	0	4139
4	0	4139
5	0	4139

**Assumptions:**



## Stand Map

 Project Area- 27.25 Acres

 Parcel Boundary

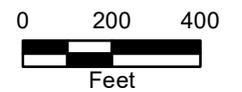
### Forest Height (Feet)

 0 - 30

 31 - 60

 61 - 90

Maple/Beech/Birch

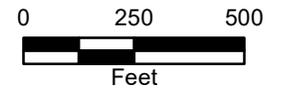


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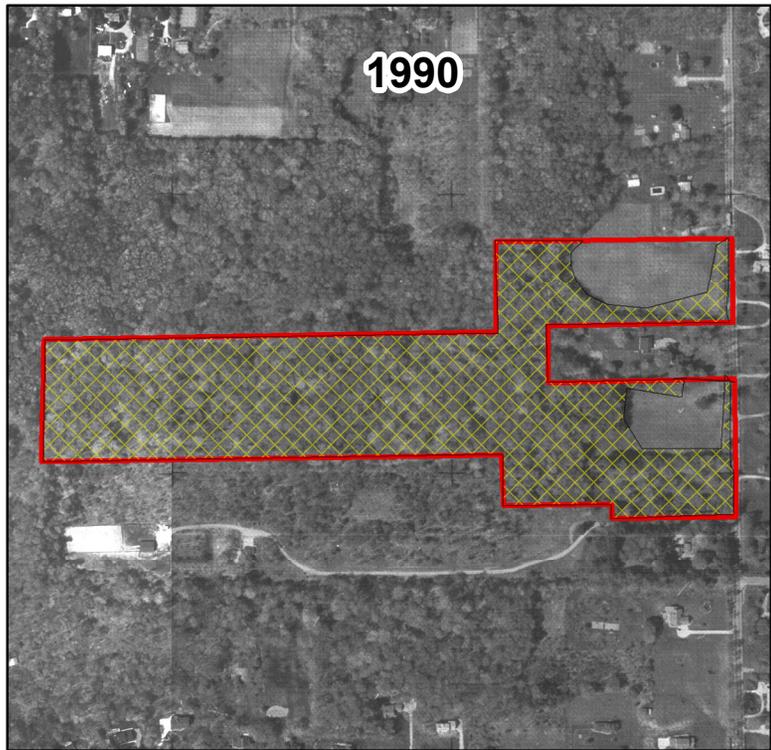
### Historical Imagery- 1952

-  Project Area- 27.25 Acres
-  Parcel Boundary
-  State Highways
-  County & Township Roads

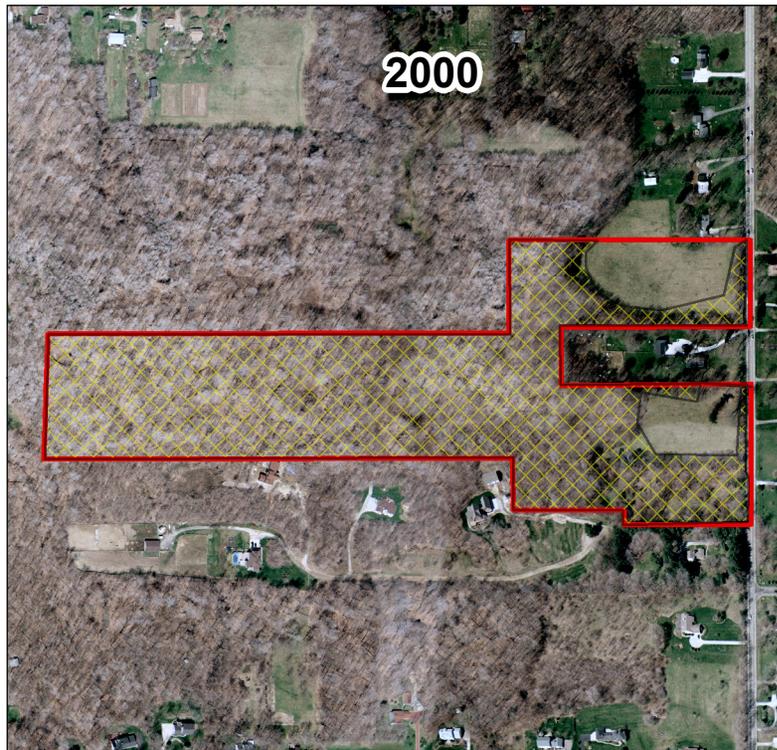


SPRING VALLEY

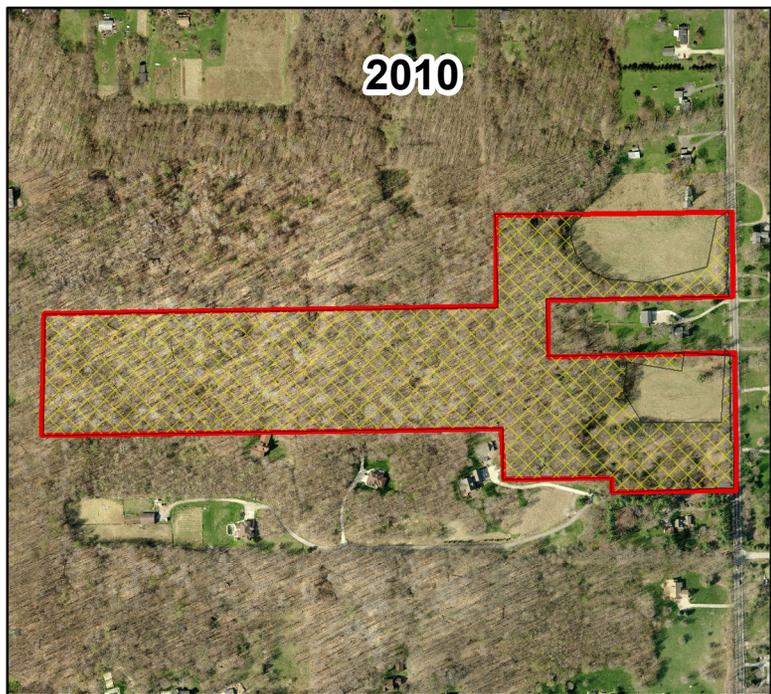
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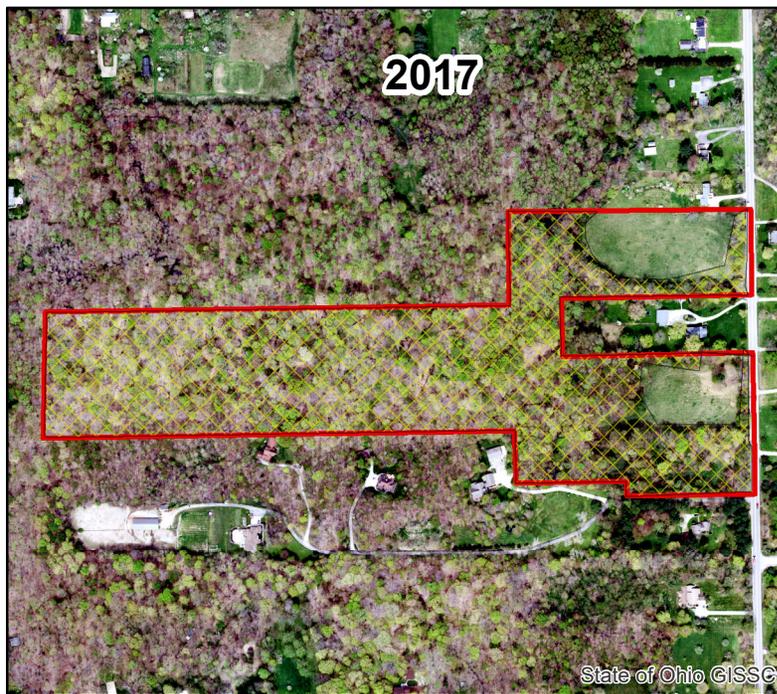
1990



2000



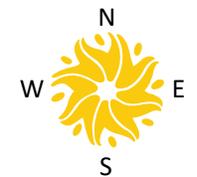
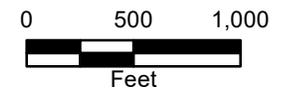
2010



2017

### Forest Age Map

-  Project Area- 27.25 Acres
-  Parcel Boundary



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State of Ohio GIS



# TIMBER VALUATION REPORT

Property Location: Bonnie Lake Property. Parcel# 02-209600.

No address. West side of Chillicothe Rd, just north of Yorkshire Drive  
Bainbridge Township, Geauga County, Ohio

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<b>From:</b> Joel Firem Firem Forestry Consulting 12548 Aquilla Rd Chardon, Ohio 44024 Ph: 440-283-5357 Email: SweetWaterFarm1811@gmail.com	<b>To:</b> Western Reserve Land Conservancy Attn: Amy Sargent 3850 Chagrin River Rd. Moreland Hills, OH 44022 Ph: 440-528-4172 Email: asargent@wrlandconservancy.org
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## Purpose:

This timber valuation was completed upon the request of Amy Sargent, Conservation Project Manager of Western Reserve Land Conservancy (WRLC). Field work was completed at the WRLC Bonnie Lake property on 7/22/20. The owner requested value estimation of the timber on this property if a selective timber harvest was completed in the future. This potential harvest would be done to assist the mature woodland continue to grow into the future and incorporate timber stand improvement. Finally, a complete monetary value estimate was requested of all timber on the property.

## Methods:

Timber volumes were calculated using Doyle Rule by applying a variable radius plot inventory method. The current stumpage price estimates were calculated using The Ohio Timber Price Report dated January 31, 2020. The prices in that report were adjusted to 85% of listed values as Firem Forestry Consulting has found this to be more locally accurate.

Trees under 12" diameter at breast height (DBH) were not tallied. They are too small to be of real timber value but would likely possess firewood value. These uncounted tree volumes and values were not part of the estimation. Areas in the southeast corner of the property appeared to be an old homesite/yard that has inconsistently dispersed trees throughout. This area was not included in the inventory(see Woodland Stand Map below) but may contain additional timber value.

Woodland Description:

This woodland can be described as a typical Beech-Maple woodland as these two species are most prevalent. Other typically associated upland tree species made up the remainder of the composition. The woodland is mature with large saw log size(over 23" DBH) tree specimens dominating. The age composition is consistent throughout except along the south line where portions are pole(5"-10.9" DBH) to small saw log (11"-14.9" DBH) size. Evidence found shows the woodland most likely was an old sugar bush and past management favored maple trees. Large, high volume Sugar Maple, Red Maple and Tulip Poplar trees were found.

Findings:

The property totals 33.6 acres of which 22.8 acres of woodland were identified and inventoried. The estimates below reflect all trees on the property over 12" DBH and the values below are for the entire woodland. Typically, in a sustainable improvement type harvest scenario only 1/4 to 1/3 of the harvestable trees are removed at one time. This allows for the woodland to continue to grow for the future and leaves all age classes of trees present in the woodland. This approach permits the woodland to stay very much intact while continually providing wildlife habitat and associated conservation benefits.

Species Summary and Timber Valuation

Area	Tree Species	Average DBH	Volume Estimate (board feet)	Note	Valuation Estimate
Timber Stand 1	American Beech	25"	38,651	BLD present	7,345
	Black Cherry	19"	8,094		2,428
	Bitternut Hickory	21"	3,261		750
	Red Maple	28"	23,747		7,361
	Red Oak	30"	6,888		2,135
	Sugar Maple	21"	52,069		23,951
	Tulip Poplar	21"	50,882		13,738
	White Oak	38"	3,387		2,235
<b>Totals</b>		<b>23"</b>	<b>186,979BF</b>		<b>\$ 59,943</b>

Timber Stand	Parcel #	Total Wooded Acres	Basal Area per Acre(ft <sup>2</sup> )	Trees per Acre	Total Trees
1	02-209600	22.8	74	33	752

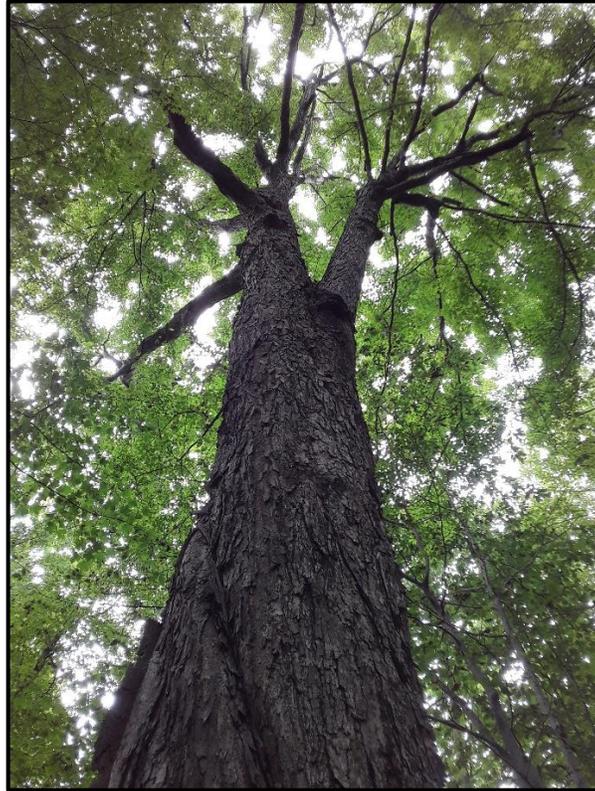
Other tree species observed on the property but not captured in the inventory due to low occurrence or small diameter specimens were: Cucumber Magnolia, Sassafras, Black Walnut, Pignut Hickory and Green Ash. A sustainable improvement type harvest that is managed well would expect to have a harvest that removed between 188 and 248 trees and would have an estimated value of \$14,985 and \$19,781.

\*This report is an estimate only and timber is ultimately worth what someone is willing to offer for it.

Woodland Stand Map:



Property Line   
 Inventoried Woodland Stand



A massive 43" DBH Sugar Maple specimen found on the Bonnie Lake Property.

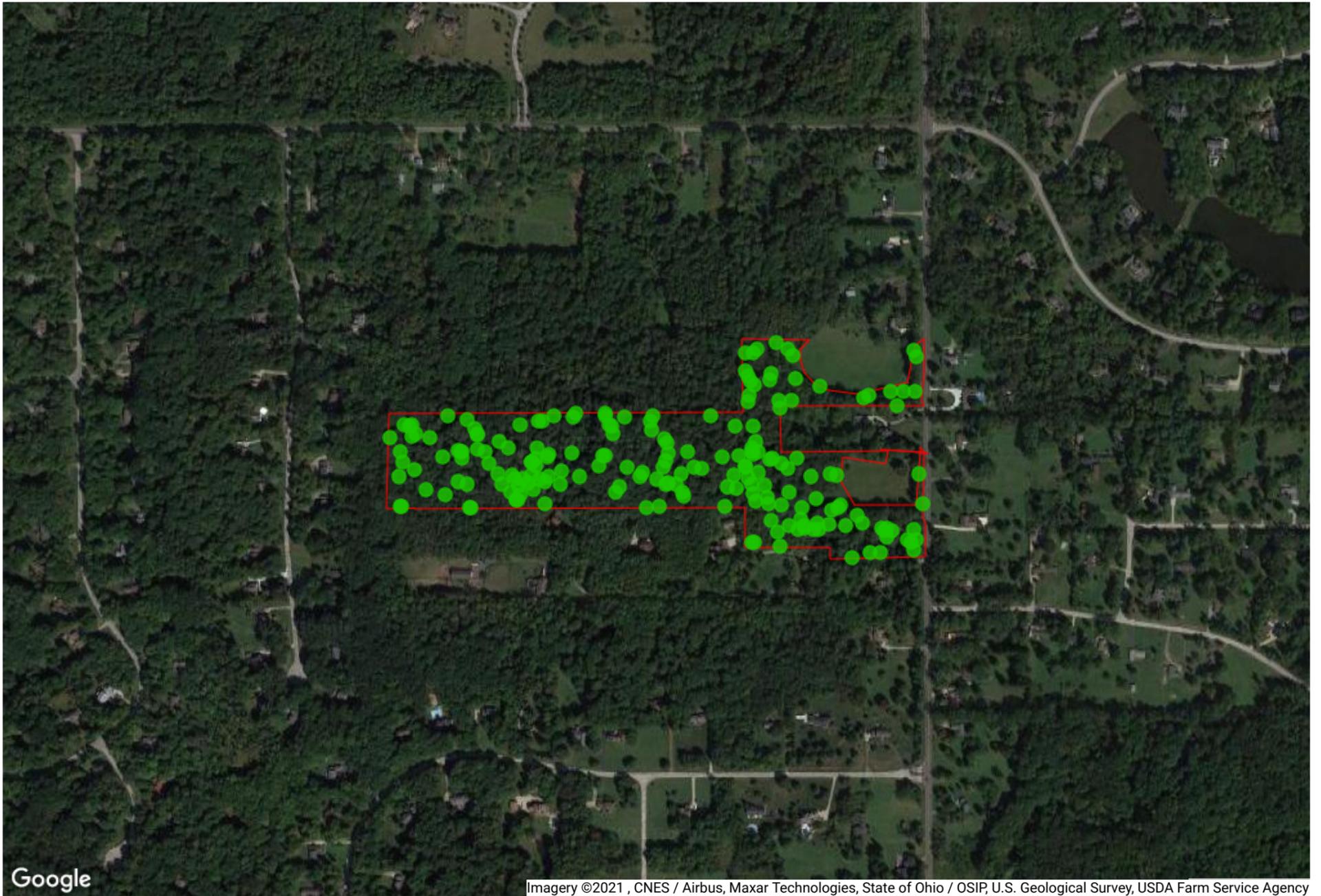


View of the woodland showing the Beech-Maple dominated woods. Also, Beech Leaf Disease is evident in the understory on small American Beech trees.

# i-Tree Canopy v7.0

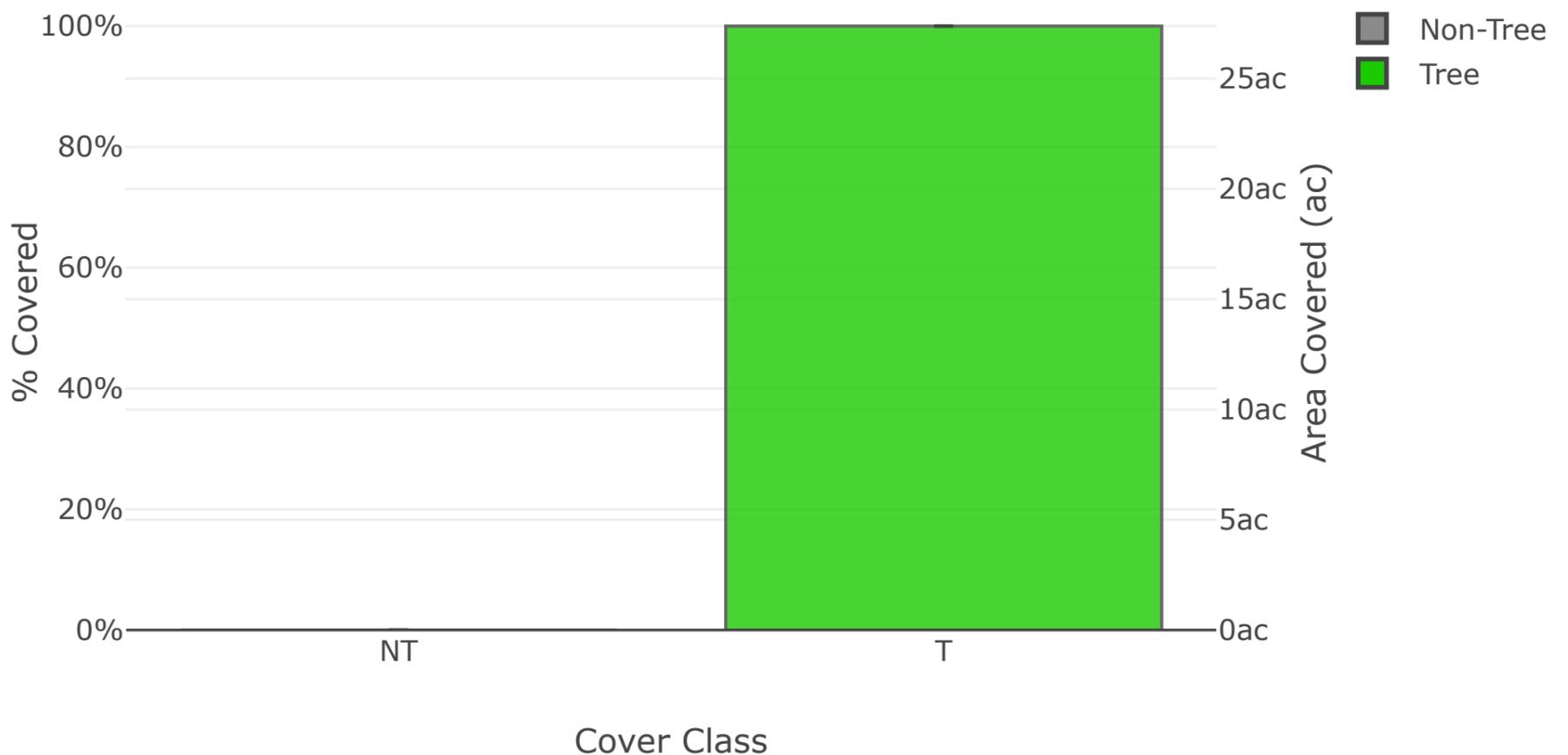
## Cover Assessment and Tree Benefits Report

Estimated using random sampling statistics on 1/26/2021



Imagery ©2021, CNES / Airbus, Maxar Technologies, State of Ohio / OSIP, U.S. Geological Survey, USDA Farm Service Agency

### Land Cover



Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ac) ± SE
NT	Non-Tree	All other surfaces	0	0.00 ± 0.00	0.00 ± 0.00
T	Tree	Tree, non-shrub	200	100.00 ± 0.00	27.38 ± 0.00
<b>Total</b>			<b>200</b>	<b>100.00</b>	<b>27.38</b>

### Tree Benefit Estimates: Carbon (English units)

Description	Carbon (T)	±SE	CO <sub>2</sub> Equiv. (T)	±SE	Value (USD)	±SE
Sequestered annually in trees	37.37	±0.00	137.04	±0.00	\$6,374	±0
Stored in trees (Note: this benefit is not an annual rate)	938.59	±0.00	3,441.49	±0.00	\$160,077	±0

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Amount sequestered is based on 1.365 T of Carbon, or 5.005 T of CO<sub>2</sub>, per ac/yr and rounded. Amount stored is based on 34.281 T of Carbon, or 125.697 T of CO<sub>2</sub>, per ac and rounded. Value (USD) is based on \$170.55/T of Carbon, or \$46.51/T of CO<sub>2</sub> and rounded. (English units: T = tons (2,000 pounds), ac = acres)

### Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (lb)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	24.69	±0.00	\$1	±0
NO <sub>2</sub>	Nitrogen Dioxide removed annually	134.62	±0.00	\$2	±0
O <sub>3</sub>	Ozone removed annually	1,340.71	±0.00	\$94	±0
SO <sub>2</sub>	Sulfur Dioxide removed annually	84.83	±0.00	\$0	±0
PM <sub>10</sub> *	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	449.09	±0.00	\$68	±0
PM <sub>2.5</sub>	Particulate Matter less than 2.5 microns removed annually	65.15	±0.00	\$195	±0
<b>Total</b>		<b>2,099.08</b>	<b>±0.00</b>	<b>\$360</b>	<b>±0</b>

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Air Pollution Estimates are based on these values in lb/ac/yr @ \$/lb/yr and rounded:

CO 0.902 @ \$0.04 | NO<sub>2</sub> 4.917 @ \$0.01 | O<sub>3</sub> 48.968 @ \$0.07 | SO<sub>2</sub> 3.098 @ \$0.00 | PM<sub>10</sub>\* 16.403 @ \$0.15 | PM<sub>2.5</sub> 2.379 @ \$2.99 (English units: lb = pounds, ac = acres)

### Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (gal)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	14.16	±0.00	\$0	±0
E	Evaporation	1,168.92	±0.00	N/A	N/A
I	Interception	1,175.46	±0.00	N/A	N/A
T	Transpiration	1,581.73	±0.00	N/A	N/A
PE	Potential Evaporation	8,857.41	±0.00	N/A	N/A
PET	Potential Evapotranspiration	7,226.90	±0.00	N/A	N/A

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Hydrological Estimates are based on these values in gal/ac/yr @ \$/gal/yr and rounded:

AVRO 0.517 @ \$0.01 | E 42.694 @ N/A | I 42.933 @ N/A | T 57.771 @ N/A | PE 323.509 @ N/A | PET 263.956 @ N/A (English units: gal = gallons, ac = acres)

#### About i-Tree Canopy

The concept and prototype of this program were developed by David J. Nowak, Jeffery T. Walton, and Eric J. Greenfield (USDA Forest Service). The current version of this program was developed and adapted to i-Tree by David Ellingsworth, Mike Binkley, and Scott Maco (The Davey Tree Expert Company)

#### Limitations of i-Tree Canopy

The accuracy of the analysis depends upon the ability of the user to correctly classify each point into its correct class. As the number of points increase, the precision of the estimate will increase as the standard error of the estimate will decrease. If too few points are classified, the standard error will be too high to have any real certainty of the estimate.



Use of this tool indicates acceptance of the [EULA](#).

Id	Cover Class	Description	Latitude	Longitude
1	Tree	Tree, non-shrub	41.35785884	-81.34519157
2	Tree	Tree, non-shrub	41.35765238	-81.34638143
3	Tree	Tree, non-shrub	41.35795346	-81.34229314
4	Tree	Tree, non-shrub	41.35802568	-81.34851295
5	Tree	Tree, non-shrub	41.35835249	-81.34291738
6	Tree	Tree, non-shrub	41.35690277	-81.33997822
7	Tree	Tree, non-shrub	41.35784316	-81.34473506
8	Tree	Tree, non-shrub	41.35893728	-81.34234262
9	Tree	Tree, non-shrub	41.35808378	-81.34669502
10	Tree	Tree, non-shrub	41.35836978	-81.34843176
11	Tree	Tree, non-shrub	41.35748364	-81.34379037
12	Tree	Tree, non-shrub	41.35930886	-81.33993362
13	Tree	Tree, non-shrub	41.35803098	-81.34748075
14	Tree	Tree, non-shrub	41.35710721	-81.34108846
15	Tree	Tree, non-shrub	41.35802682	-81.34371168
16	Tree	Tree, non-shrub	41.35793826	-81.34234962
17	Tree	Tree, non-shrub	41.35689804	-81.34260704
18	Tree	Tree, non-shrub	41.3592246	-81.33990658
19	Tree	Tree, non-shrub	41.35747454	-81.34238021
20	Tree	Tree, non-shrub	41.35846003	-81.34562127
21	Tree	Tree, non-shrub	41.35772281	-81.34853366
22	Tree	Tree, non-shrub	41.35820844	-81.34801665
23	Tree	Tree, non-shrub	41.35874228	-81.34070193
24	Tree	Tree, non-shrub	41.35798726	-81.34509503
25	Tree	Tree, non-shrub	41.35803642	-81.34253791
26	Tree	Tree, non-shrub	41.35835193	-81.34835661
27	Tree	Tree, non-shrub	41.3584393	-81.34738478
28	Tree	Tree, non-shrub	41.35696469	-81.34039613
29	Tree	Tree, non-shrub	41.35885648	-81.3415166
30	Tree	Tree, non-shrub	41.35867509	-81.34218544
31	Tree	Tree, non-shrub	41.3575914	-81.34304188
32	Tree	Tree, non-shrub	41.35878901	-81.34010715
33	Tree	Tree, non-shrub	41.35737468	-81.34214394
34	Tree	Tree, non-shrub	41.35711489	-81.34177137
35	Tree	Tree, non-shrub	41.35940379	-81.34222969
36	Tree	Tree, non-shrub	41.35738516	-81.34610278
37	Tree	Tree, non-shrub	41.35800204	-81.34603311
38	Tree	Tree, non-shrub	41.35707449	-81.34047638
39	Tree	Tree, non-shrub	41.35763173	-81.34738877
40	Tree	Tree, non-shrub	41.35692885	-81.34005094
41	Tree	Tree, non-shrub	41.35769389	-81.34647268
42	Tree	Tree, non-shrub	41.3592472	-81.34194769
43	Tree	Tree, non-shrub	41.35798257	-81.34286566
44	Tree	Tree, non-shrub	41.35677132	-81.34066043
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46	Tree	Tree, non-shrub	41.3583745	-81.34502355

47	Tree	Tree, non-shrub	41.35756517	-81.34807975
48	Tree	Tree, non-shrub	41.35835998	-81.34498423
49	Tree	Tree, non-shrub	41.35786073	-81.34274184
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57	Tree	Tree, non-shrub	41.35847726	-81.34333068
58	Tree	Tree, non-shrub	41.35706197	-81.34162083
59	Tree	Tree, non-shrub	41.35714949	-81.34079554
60	Tree	Tree, non-shrub	41.35792432	-81.34407383
61	Tree	Tree, non-shrub	41.35789532	-81.34631432
62	Tree	Tree, non-shrub	41.35878541	-81.34032907
63	Tree	Tree, non-shrub	41.35847623	-81.3459595
64	Tree	Tree, non-shrub	41.35752102	-81.34262748
65	Tree	Tree, non-shrub	41.35749967	-81.34651046
66	Tree	Tree, non-shrub	41.35761919	-81.34652209
67	Tree	Tree, non-shrub	41.35713541	-81.34135674
68	Tree	Tree, non-shrub	41.35786242	-81.34624858
69	Tree	Tree, non-shrub	41.35807908	-81.34623373
70	Tree	Tree, non-shrub	41.35762669	-81.34407469
71	Tree	Tree, non-shrub	41.35798109	-81.34513811
72	Tree	Tree, non-shrub	41.35764525	-81.34403303
73	Tree	Tree, non-shrub	41.35826328	-81.34721749
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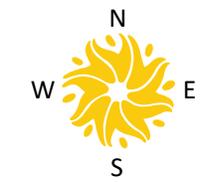
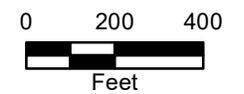
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160	Tree	Tree, non-shrub	41.35686122	-81.34216946
161	Tree	Tree, non-shrub	41.35753087	-81.34665022
162	Tree	Tree, non-shrub	41.35836513	-81.34649917
163	Tree	Tree, non-shrub	41.35681528	-81.33994452
164	Tree	Tree, non-shrub	41.35733613	-81.34120877
165	Tree	Tree, non-shrub	41.35850853	-81.34508051
166	Tree	Tree, non-shrub	41.35745619	-81.34157897
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169	Tree	Tree, non-shrub	41.35847681	-81.34430022
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181	Tree	Tree, non-shrub	41.35707876	-81.34039451
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183	Tree	Tree, non-shrub	41.35780317	-81.34826868
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187	Tree	Tree, non-shrub	41.35848795	-81.34508214

188 Tree	Tree, non-shrub	41.35822524	-81.34831395
189 Tree	Tree, non-shrub	41.35789392	-81.34702635
190 Tree	Tree, non-shrub	41.3573	-81.34132484
191 Tree	Tree, non-shrub	41.35710704	-81.34202896
192 Tree	Tree, non-shrub	41.3570659	-81.3415378
193 Tree	Tree, non-shrub	41.35753773	-81.34491793
194 Tree	Tree, non-shrub	41.35774395	-81.3466383
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196 Tree	Tree, non-shrub	41.35734366	-81.34439392
197 Tree	Tree, non-shrub	41.35782358	-81.34347982
198 Tree	Tree, non-shrub	41.35733728	-81.34181216
199 Tree	Tree, non-shrub	41.358024	-81.3426436
200 Tree	Tree, non-shrub	41.35831209	-81.34432693



# Impervious Surface Map

-  Project Area- 27.25 Acres
-  Parcel Boundary
-  Impervious Surface
-  State Highways
-  County & Township Roads



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Land Conservancy  
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## Urban Forest Preservation Co-Benefits Quantification Tool for the Northeast Climate Zone

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The Project Operator can use this method to calculate the amount of co-benefits estimated to be produced by existing tree canopy in the project area. The tool uses information you provide on tree canopy cover (deciduous and coniferous), and estimates annual co-benefits in Resource Units and dollars per year. Transfer functions (i.e., kWh of electricity per m<sup>2</sup> of tree canopy) were calculated as the average of values for the large, medium and small trees in the deciduous and coniferous life forms. Resource units for the dbh corresponding to a 25-year old tree were used, along with the crown projection area of the representative species for each tree-type. Energy effects and avoided CO<sub>2</sub> are reduced to 20% of values in the i-Tree Streets source data because preserved areas generally have fewer nearby buildings affected by climate and shade effects than areas with street trees. Local prices were from i-Tree Streets.

### Instructions

- 1) Use i-Tree Canopy, or another tool, to estimate the amount of area that is covered by deciduous and coniferous tree cover. In Table 1 enter the area (acres) in deciduous and coniferous tree cover in the project area. Also, enter the non-tree cover area.
- 2) Table 2 automatically provides estimates of co-benefits for the current canopy in Resource Units (e.g., kWh) per year and dollar (\$) per year. Values are adapted from i-Tree Streets results for this climate zone and assume that the deciduous and coniferous canopy is evenly distributed among large, medium and small tree types.

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Instructions
1) Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C18 and D18).
2) Using information from i-Tree Canopy to provide an estimate of the project area, enter in deciduous tree cover acres in cell C17 and coniferous tree cover acres in cell D17.
3) Total Project Area should be reflected in cell G17 in acres. Cell G14 should equal

**Table 1. Tree Cover**

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree Area	Total Project Area
Percent (%)	99%	1%	100%	0%	100%
Area (sq miles)	0.042	0.000	0.043	0.000	0.04
Area (m2)	109,264	1,012	110,276	0	110,276
Area (acres)	27	0.25	27.25	0.00	27.25

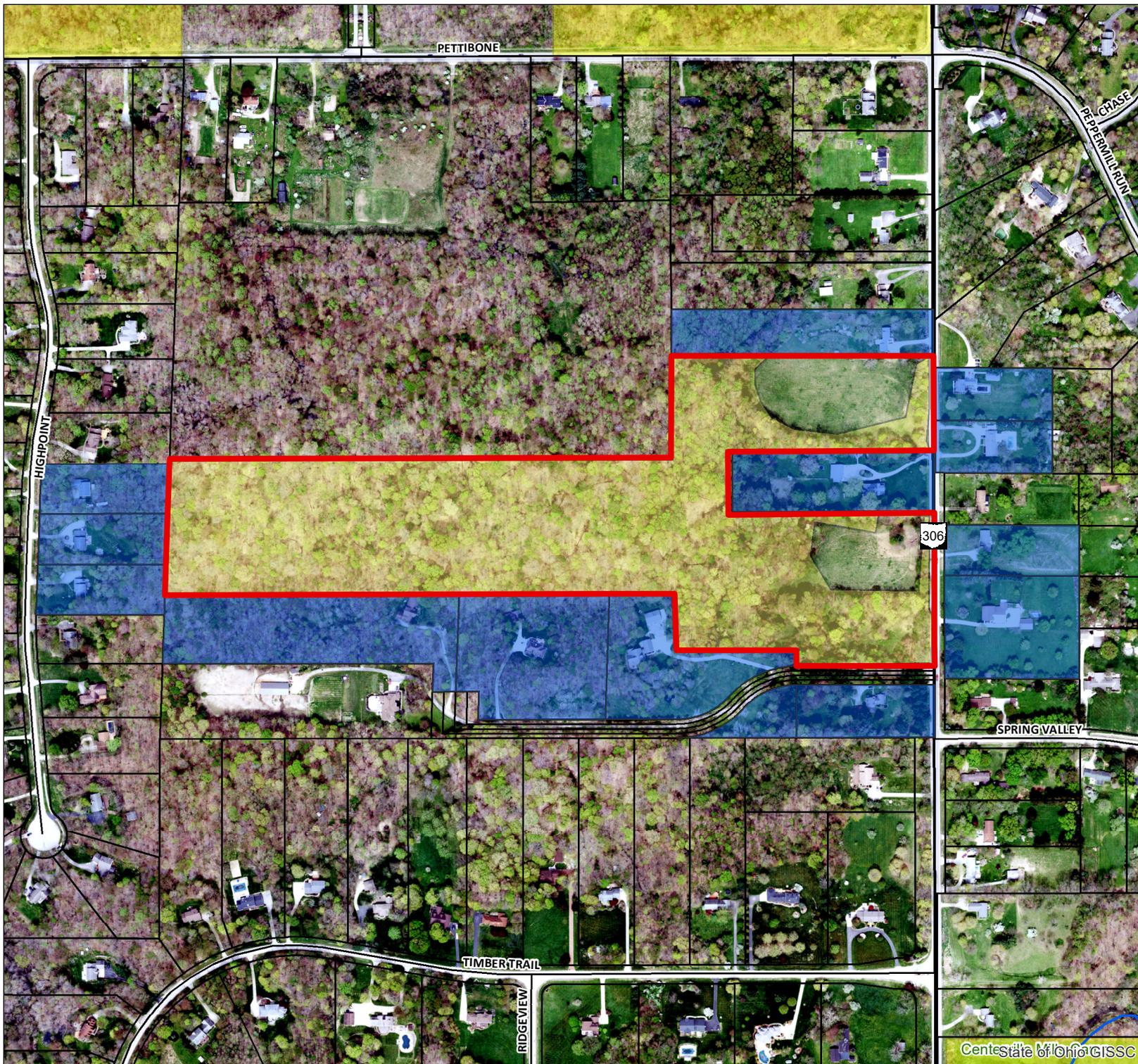
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Table 2 automatically calculates using the information you provide on tree cover. Table 2 provides estimates of co-benefits from the project area in Resource Units and dollars per year in avoided costs.

**Table 2. Co-Benefits per year (avoided costs) with current tree canopy cover.**

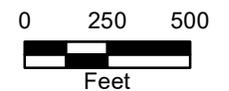
Ecosystem Services	Resource Unit Totals	Resource Unit/Acre Tree Canopy	Total Value (\$)	Value (\$)/Acre Tree Canopy
Rain Interception (m3/yr)	14,028.0	514.8	\$29,649.71	\$1,088.06
CO2 Avoided (t, \$20/t/yr)	57.9	2.1	\$1,158.93	\$42.53
Air Quality (t/yr)				
O3	0.4888	0.0179	\$1,017.66	\$37.35
NOx	0.2099	0.0077	\$436.91	\$16.03
PM10	0.2414	0.0089	\$910.01	\$33.39
Net VOCs	0.0320	0.0012	\$33.48	\$1.23
Air Quality Total	0.9720	0.0357	\$2,398.06	\$88.00
Energy (kWh/yr & kBtu/yr)				
Cooling - Electricity	42,414	1,556	\$5,942.19	\$218.06
Heating - Natural Gas	1,753,006	64,330	\$24,518.05	\$899.75
Energy Total (\$/yr)			\$30,460.24	\$1,117.81
<b>Grand Total (\$/yr)</b>			<b>\$63,666.94</b>	<b>\$2,336.40</b>



## Project Area Perimeter in Developed Use

-  Project Area Perimeter - 13,271.45 ft
-  Adjacent Developed Parcels - 9,812.33 ft
-  Parcel Boundary
-  Geauga County Parcels
-  Parks & Managed Areas
-  Land Conservancy Protected Properties
-  River/Stream
-  State Highways
-  County & Township Roads

**Percentage of Project Area Perimeter Developed = 73.93%**



**Western Reserve Land Conservancy**  
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