

# Whittlesey Beach Ridge Forest Project Design Document

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## INSTRUCTIONS

Project Operators must complete and submit this Project Design Document (PDD) to request credits. City Forest Credits (CFC) then reviews this PDD as part of the validation process along with all other required project documents. An approved third-party verifier then conducts verification.

The Protocol Requirements below are a list of eligibility requirements for informational purposes which are also found in the CFC Tree Preservation Protocol Version 11.40, dated February 7, 2022.

Project Operators will enter data and supporting attachments starting on page 6 under Project Overview where you find "[Enter text here]" as thoroughly as possible and provide numbered attachments for maps and other documentation (ex: 1 – Regional Map).

## PROTOCOL REQUIREMENTS

## **Project Operator (Section 1.1)**

Identify a Project Operator for the project. This is the entity or governmental body who takes responsibility for the project for the 40-year duration.

## Project Duration and Project Implementation Agreement (Section 1.2, 2.2)

Project Operator must commit to a 40-year duration and sign a Project Implementation Agreement. This is a 40-year agreement between the Project Operator and City Forest Credits (the "Registry") for an urban forest carbon project.

## Location Eligibility (Section 1.3)

Projects must be located in or along the boundary of at least one of the following criteria:

- A. "Urban Area" per Census Bureau maps; see https://www.census.gov/geographies/referencemaps/2010/geo/2010-census-urban-areas.html
- 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 any regional metropolitan planning agency or council established by legislative action or public charter. Examples include the Metropolitan Area Planning Council in Boston, the Chicago Municipal Planning Agency, the Capital Area Council of Governments (CAPCOG) in the Austin area, and the Southeastern Michigan Council of Governments (SEMCOG)
- E. The boundary of land owned, designated, and used by a municipal or quasi-municipal entity for source water or watershed protection. Examples include Seattle City Light South Fork Tolt River Municipal Watershed (8,399 acres owned and managed by the City and closed to public access);
- F. 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.

## **Ownership or Right to Receive Credits Eligibility (Section 1.5)**

Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting one of the following:

A. Own the land and potential credits upon which the Project trees are located; or

- B. Own an easement or equivalent property interest for a public right of way within which Project trees are located and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or
- C. Have a written and signed agreement from the landowner, granting ownership to the Project Operator of any credits for carbon storage, other greenhouse gas benefits, and other cobenefits delivered by Project trees on that landowner's land. If the Project Area is on private property, the agreements in this sub-section must be recorded in the public records in the county where the property is located. The recordation requirement can be satisfied if the agreements specified in this sub-section are contained in a recorded easement, covenant, or deed restriction on the property.

## **Demonstrate Tree Preservation (Section 4.1)**

The Project Operator must show that the trees in the Project Area are preserved from removal by a recorded easement, covenant, or deed restriction (referred to hereafter as "Recorded Encumbrance") with a term of at least 40 years. This action is referred to as the "Preservation Commitment." This Recorded Encumbrance must be recorded not later than 12 months after Registry approval of the Project's Application.

#### Demonstrate Threat of Loss (Section 4.2, 4.3, and 4.4):

The Project Operator must show that prior to the Preservation Commitment:

- Project trees were not preserved from removal through a Recorded Encumbrance or other prohibitions on their removal,
- The Project Area was:
  - In a land use designation that allowed for at least one non-forest use. Non-forest uses include industrial, commercial, transportation, residential, agricultural, or resource other than forest, as well as non-forest park, recreation, or open space uses.
  - Is not in an overlay zone that prohibits all development. Examples include critical areas or wetland designations.
- The Project Area met one of the following conditions:
  - Surrounded on at least 30% of its perimeter by non-forest, developed or improved uses, or
  - Sold, conveyed, or had assessed value within three years of preservation for greater than \$8,000 average price per acre for the bare land, or
  - Would have a fair market value after conversion to a non-forested "highest and best use" greater than the fair market value after preservation in subsection 4.1, as stated in a "highest and best use" study from a state certified general real estate appraiser in good standing

## Additionality (Section 6)

Additionality is ensured through the following:

- Prior to the start of the project, the trees in the project area are not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees.
- The zoning in the project area must currently allow for a non-forest use
- The trees in the project area face a threat or risk of removal or conversion out of forest

• The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the protocol version)

### **Quantification for Credits (Section 11)**

The full Protocol describes the following steps for carbon stock and soil carbon quantification in detail:

- Stored carbon stock present in Project Area (Section 11.1)
   Estimate the biomass stock present and adjust for uncertainty to calculate the "Accounting Stock". This can be done using the US Forest Service General Technical Report NE-343 tables, on-site inventory of some live trees with i-Tree methods and tools, or an on-site forest inventory
- Areas expected to remain in trees after potential development (Section 11.2) Calculate the fraction of the Accounting Stock that likely would be emitted as a result of development, to calculate "Avoided Biomass Emissions"
- Claiming additional credit for growth (Section 11.3) The Project Operator may elect to also account for ongoing growth of trees within the Project Area after Project Commencement
- Quantification of soil carbon (Section 11.4) Calculate "Avoided Soil Carbon Emissions" caused by conversion of soils to impervious surfaces in the Project Area
- 5. Deduction for displaced development (Section 11.5) Apply the deductions in Section 11.5 and Appendix B to Biomass and Soil Carbon calculations to adjust for development and emissions that would be displaced by the preservation of the Project Area (leakage deductions). This will reduce the creditable tonnes of Avoided Biomass Emissions and Avoided Soil Carbon Emissions to adjust for displaced development
- Quantify Co-Benefits (Section 11.6) The Project Operator will calculate co-benefits separately from CO<sub>2</sub>(e). The Registry will supply a spreadsheet template based on their climate zone, and will provide values for rainfall interception, reductions of air compounds, and energy savings.

#### Social Impacts (Section 12)

The Project Operator will describe how the Project impacts contribute towards achievement of the global UN Sustainable Development Goals (SDGs). The Registry will supply a template to evaluate how the Project aligns with the SDGs.

#### Attestation of No Net Harm and No Double Counting (Section 5)

The Project Operator will sign an attestation that no project shall cause net harm and no project shall seek credits on trees, properties, or projects that have already received credits.

#### Validation and Verification by Third-Party Verifiers (Section 13 and 14)

Project compliance and quantification must be verified by a third-party Validation and Verification Body approved by the Registry.

#### **Issuance of Credits to Project Operator (Section 7)**

Ex-post credits are issued after the biomass is protected via a recorded encumbrance protecting the trees. Issuance is phased or staged over one and five years at the equivalent of 50 aces of crediting per year. This staged issuance reflects the likely staging of development over time if the project area were to have been developed.

After validation and verification, the Registry issues credits to the Project Operator based on the Project Area size:

- o 50 acres or less: all credits are issued after validation and verification
- o Greater than 50 but less than 200 acres: credits are issued in the equivalent of 50 acres per year
- o Greater than 200 acres: credits are issued in equal amounts over five years

### Credits for Reversal Pool Account (Section 7.3):

The Registry will issue 90% of Project credits earned and requested and will hold 10% in the Registry's Reversal Pool Account.

#### **Understand Reversals (Section 9)**

If the Project Area loses credited carbon stock, the Project Operator must return or compensate for those credits if the tree loss is due to intentional acts or gross negligence of Project Operator. If tree loss is due to fire, pests, or other acts of god (i.e., not due to the Project Operator's intentional acts or gross negligence), the Registry covers the reversed credits from its Reversal Pool Account of credits held back from all projects.

### **Monitoring and Reporting (Section 8)**

The Project Operator must submit a report every three years for the project duration. The reports must be accompanied by some form of telemetry or imaging that captures tree canopy, such as Google Earth, aerial imagery, or LiDAR. The reports must estimate any loss of stored carbon stock or soil disturbance in the Project Area.

## **PROJECT OVERVIEW**

Project Name: Whittlesey Beach Ridge Forest
Project Number: 024
Project Type: Preservation Project (under the Tree Preservation Protocol – version 11.40, dated
February 7, 2022)
Project Start Date: October 25, 2022
Project Location: City of Mentor & Village of Kirtland Hills, Lake County, Ohio
Project Operator Name: Western Reserve Land Conservancy
Project Operator Contact Information: Alex Czayka, Senior Vice President for Conservation Transactions
Email: aczayka@wrlandconservancy.org
Phone: 440-528-4180

### **Project Description:**

Western Reserve Land Conservancy (the "Land Conservancy") will permanently preserve the 91-acre Whittlesey Beach Ridge Forest (the "Project") in Mentor, OH. The Project includes rare, old-growth forest that appears to have never been logged in an area with increasing development pressure. Preservation of the Project is critical to protect an extremely unique forest in an urbanized environment.

Many of the trees in the Project are of great size, including three which have been identified as among the top five largest of their species in the state of Ohio. The forest contains 13 native Ohio tree species including tulip poplar (*Liriodendron tulipifera*) - the 4<sup>th</sup> and 5<sup>th</sup> largest in Ohio, sugar maple (*Acer saccharum*) – the 5<sup>th</sup> largest in Ohio, red oak (*Quercus rubra*), American beech (*Fagus grandifolia*), and shagbark hickory (*Carya ovata*).

The Land Conservancy's overall goal is to protect the Project in perpetuity through conservation restrictions and fee ownership. Western Reserve Land Conservancy owns 85.25 acres of the Project Area and the remaining 5.7 acres are owned by MAS Landholdings, LLC, an Ohio limited liability company owned by Western Reserve Land Conservancy. A conservation easement is held by Natural Areas Land Conservancy (NALC), a supporting organization of the Land Conservancy that is experienced in holding conservation restrictions. The Project will be enrolled into NALC's diverse portfolio of protected lands, monitoring the Project annually to ensure its natural resources (including mature forest) are upheld to standards identified in the conservation restrictions. Layers of legal protection and stewardship monitoring granted through the easement and deed restriction terms will ensure continued provision of conservation benefits for generations to come.

In addition, the Land Conservancy will eventually operate this Project as one of its Signature Parks, allowing public access to over 1.5 miles of walking trails. The Land Conservancy will undergo a park planning process with the goal of opening the Project to public access in a few years. Public access will allow pedestrian use for nature enjoyment, nature study, bird watching and other compatible uses not detrimental to the high-quality habitat. The location of this Project in the City of Mentor, and its high density of residential occupants, will provide perpetual public access and human health benefits to the surrounding community.

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

## **Project Area Location**

Describe where the Project Area is located and how it meets the location criteria.

Whittlesey Beach Ridge Forest meets the urban location criteria because the Project Area consists of two parcels within the bounds of the incorporated City of Mentor, Ohio (criteria B). These parcels are adjacent to and contiguous with the two remaining Project Area parcels located in the Village of Kirtland Hills, Lake County, Ohio.

• Attachment A - Whittlesey Location Eligibility Map

## **Project Area Parcels**

*List of parcel(s) in the Project Area.* 

Jurisdiction /	Parcel Number	Parcel	Description / Notes
Location		Acreage	
City of Mentor,	16-A-011-0-00-018-0	55.64	Entire parcel included in Project Area
Lake County, Ohio			
City of Mentor,	16-A-013-0-00-025-0	.36	Entire parcel included in Project Area
Lake County, Ohio			
Village of Kirtland	22-A-005-0-00-020-0	5.39	Entire parcel included in Project Area
Hills, Lake County,			
Ohio			
Village of Kirtland	22-A-005-0-00-019-0	29.61	Entire parcel included in Project Area
Hills, Lake County,			
Ohio			

## Project Area Maps

Provide maps 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). Maps should include relevant urban or town boundaries, legend, and defined Project Area.

Geospatial location (boundaries) of Project Area

- Attachment B Whittlesey Geospatial Location Map
- Attachment C WhittleseyForestProjectArea.prj
- Attachment C WhittleseyForestProjectArea.shp

Regional-scale map of Project Area

• Attachment D - Whittlesey Regional-Scale Map

Detailed map of Project Area

• Attachment E - Whittlesey Project Area Map

## **OWNERSHIP OR ELIGIBILITY TO RECEIVE POTENTIAL CREDITS (Section 1.5)**

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 of the Project Area, provide agreement(s) between Project Operator and landowner authorizing Project Operator to execute this project.

## Name of landowner of Project Area and explanation:

Whittlesey Beach Ridge Forest was purchased by Western Reserve Land Conservancy in October 2022 for preservation purposes as part of a larger land planning process. Western Reserve Land Conservancy owns 85.25 acres of the Project Area and the remaining 5.7 acres are owned by MAS Landholdings, LLC, an Ohio limited liability company owned by Western Reserve Land Conservancy. MAS Landholdings, LLC has signed an Agreement to Transfer Potential Credits with Western Reserve Land Conservancy, see attachment H. As part of the acquisition and protection process, the original 17 parcels were consolidated to four parcels.

The preservation of the 91-acre Whittlesey Beach Ridge Forest will preserve impressive forest resources as the surrounding land is sold for development purposes.

- Attachment F: Whittlesey Deed WRLC
- Attachment G: Whittlesey Deed MAS Landholdings
- Attachment H: Agreement to Transfer Potential Credits

## **PRESERVATION COMMITMENT (Section 4.1)**

Describe the Preservation Commitment terms and provide a complete copy of the recorded document. If Project Area does not have the same boundaries as Preservation Commitment, please state the reasons why.

Preservation Term (years applicable): 40 years Date signed and date recorded: Signed October 25, 2022 and recorded October 31, 2022

#### **Preservation Commitment explanation:**

Western Reserve Land Conservancy purchased the 91-acre Whittlesey Beach Ridge Forest property in October 2022. After the property was secured, the Land Conservancy entered into a conservation easement with Natural Areas Land Conservancy (NALC), a supporting non-profit wholly managed by Western Reserve Land Conservancy, to steward 85.25 acres of the Property and protect the trees from removal. The conservation easement that protects the trees was signed October 25, 2022 and recorded on October 31, 2022.

MAS Landholdings LLC recorded a deed restriction protecting the trees from removal on the 5.7 acres they own signed October 25, 2022 and recorded on October 31, 2022.

The two Preservation Commitments ensure uniform and effective stewardship as the easement and deed restriction terms will align with the goals and objectives set forth in the Protocol.

Specific language in the conservation easement on page 5 includes: "Except for those actions that are necessary for environmental preservation, management or restoration purposes, for the protection of human health and safety, or for the maintenance of a diversity of naturally occurring habitat types and control of exotic species of plants, there shall be no removal, destruction, cutting, trimming, or mowing of any trees or other vegetation."

Specific language in the deed restrictions on page 1

includes: "Subject to the restriction that the Premises shall at all times be used by the owner hereof as incidental to and in furtherance of the conservation purposes pursuant to which the immediately adjacent parcel along the western boundary of the Premises....is being used and, without limitation, the owner thereof will not disturb the wooded character thereof nor (except in the furtherance of customary forestry purposes) remove any mature trees from said Premises."

- Attachment I: Whittlesey Conservation Easement
- Attachment J: Whittlesey Deed Restriction

## DEMONSTRATION OF THREAT OF LOSS (Section 4.2, 4.3, and 4.4)

Describe the Project Area land use designation that allows for at least one non-forest use. Describe any overlay zones such as critical areas and their protection buffers, legal encumbrances, and any other preexisting tree/forest restrictions that may have hindered removal of the Project Trees (in the pre-Preservation Commitment condition). Provide supporting evidence.

## Land use designation(s):

## **City of Mentor Zoning:**

- Parcel A totaling 21 acres is zoned R-4 Single Family Residential (parcel 16-A-013-0-00-025-0 and partial parcel 16-A-011-0-00-018-0)
- Parcel B totaling 35.7 acres is zoned C-1 Conservation (partial parcel 16-A-011-0-00-018-0)

## Village of Kirtland Hills:

• Parcel C – totaling 34.3 acres is zoned Farm and Residence District (parcels 22-A-005-0-00-019-0 and 22-A-005-0-00-020-0)

All zoning classifications allow for residential development and allow for tree removal.

## City of Mentor

The Project area, partially located in the City of Mentor, is part of a historic country estate that has been owned by one family for 92 years. The Land Conservancy has worked with the landowner and local community to preserve the old-growth forest in the face of increasing pressures to approve development plans for the estate. At the time of acquisition and prior to the preservation commitment, the Project area was zoned to allow for residential development. The twenty-one (21) acres that make up Parcel A are zoned as R-4 Single Family Residential district which allows for single-family residences at a minimum of 2 units per 1 acre and allows for tree removal. Parcel B's 35.7 acres are zoned as C-1 Conservation district, whose permitted uses include agricultural and horticultural use and single-family residences at a minimum of 1 unit per 5 acres, and which allows for tree removal.

## Village of Kirtland Hills

Parcel C's 34.3-acre portion of the Project Area located in the Village of Kirtland Hills is in the Farm and Residence district for zoning which allows for residential development. The zoning allows for 1 unit per 5 acres and allows for tree removal.

There are no overlay zones restricting removal of trees, and all zoning districts allow for non-forest use.

- Attachment K Whittlesey Zoning Map
- Attachment L Whittlesey Zoning Documentation

#### **Overlay zones or other restrictions:**

No overlay zone or other restrictions are present.

• Attachment L - Whittlesey Zoning Documentation

### Threat of loss (Section 4.4 A, B, or C):

Describe which of the three conditions the Project Area meets and provide supporting evidence such as maps, sale or assessed value documentation, or appraisal information.

The Project Area meets conditions A, B, and C for threat of loss, with documentation shown for Criteria A. The Project Area is surrounded on over 70% of the perimeter by non-forest, developed, or improved uses. The property is surrounded by densely developed residential, bigger residential lots, and an interstate.

• Attachment M - Whittlesey Perimeter Development Map

## ATTESTATION OF NO DOUBLE COUNTING OF CREDITS AND NO NET HARM (Section 5)

*Complete and attach the following attestation: Attestation of No Double Counting of Credits and Attestation of No Net Harm. Provide any additional notes as relevant.* 

The Land Conservancy has signed the attestation of No Double Counting and No Net Harm.

• Attachment N- Whittlesey Attestation of No Double Counting and No Net Harm

## **ADDITIONALITY (Section 6)**

Additionality is demonstrated by carbon projects in several ways, as described in the City Forest Credits Standard Section 4.9.1 and Tree Preservation Protocol.

Project Operator demonstrates that additionality was met through the following:

• Prior to the start of the project, the trees in the project area are not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees

- See Demonstration of Threat of Loss section above
- The zoning in the project area must currently allow for a non-forest use
  - See Demonstration of Threat of Loss section above
- The trees in the project area face some threat risk of removal or conversion out of forest
  - See Demonstration of Threat of Loss section above
- The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the protocol version)
  - See Preservation Commitment section above

Taken together, the above elements allow crediting only for unprotected trees, at risk of removal, which are then protected by a project action of preservation, providing additional avoided GHG emissions.

Additionality is embedded also in the quantification methodology. Projects cannot receive credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred.

The Land Conservancy has signed the Attestation of Additionality.

• Attachment O – Whittlesey Attestation of Additionality

## CARBON QUANTIFICATION DOCUMENTATION (Section 11)

Follow detailed instructions in the Protocol for conducting quantification and use 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 percent canopy or carbon stocking in any way.

## **GHG Assertion:**

Project Operator asserts that the Project results in GHG emissions mitigation of 8,784 tons CO<sub>2</sub>e issued to the Project.

#### Summary numbers from Carbon Quantification Spreadsheet

Project Area (acres)	91
Does carbon quantification use stratification (yes or no)	No
Accounting Stock (tCO <sub>2</sub> e)	13,626
On-site avoided biomass emissions (tCO <sub>2</sub> e)	7,382
On-site avoided soil carbon emissions (tCO <sub>2</sub> e)	5,351
Deduction for displaced biomass emissions (tCO <sub>2</sub> e)	1,351
Deduction for displaced soil emissions (tCO <sub>2</sub> e)	1,621
Credits from avoided biomass emissions (tCO <sub>2</sub> e)	6,031
Credits from avoided soil emissions (tCO <sub>2</sub> e)	3,730
Total credits from avoided biomass and soil emissions (tCO <sub>2</sub> e)	9,760
Credits attributed to the project (tCO <sub>2</sub> e), excluding future growth	9,760

Contribution to Registry Reversal Pool Account	976
Total credits to be issued to the Project Operator (tCO <sub>2</sub> e)	8,784
(excluding future growth)	

### Approach to quantifying carbon

Describe general approach you used to quantify carbon (e.g. US Forest Service General Technical Report NE-343 Tables, inventory, other). Provide documentation.

To quantify carbon, Western Reserve Land Conservancy hired Davey Resource Group (DRG) to complete an on-site plot sample inventory to determine carbon stock. DRG conducted a sample forest assessment to the standards set in CFC Tree Preservation Protocol Section 11.1.B. The sample established 24 plots sized 1/10<sup>th</sup>-acre. Within each plot, each live tree was inventoried that was at 5 inches in diameter. Species, diameter, and overall tree condition were recorded for each tree. DRG used i-Tree Eco to input the sample data to determine carbon storage. The CFC Carbon Calculator was used for quantification for subsequent steps 11.2, 11.4, and 11.5.

- Attachment P Whittlesey Carbon Quantification Spreadsheet
- Attachment Q Whittlesey Plot Location Map
- Attachment R Whittlesey Inventory
- Attachment S Whittlesey i-Tree Eco Source File

### Accounting Stock Measurement Method (11.1)

Describe quantification, including which method used to assess canopy cover (e.g. i-Tree, inventory, other), forest type, and data sources.

DRG completed a sample inventory using randomized 1/10<sup>th</sup>-acre plots, following section 11.1.B in the CFC Tree Preservation Protocol. DRG used i-Tree Eco to determine the accounting stock and used a standard error of 15%.

Carbon quantification is based on the 24 sample plots. The metric tons of Carbon is 4,357.87. The standard error is 641.77 metric tons, or 14.73%.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (4,357.87-641.77)/91= 40.84(cell B11 on Attachment P).

- Attachment R Whittlesey Inventory
- Attachment T Whittlesey Carbon Biomass

#### Stratification

If stratification is used, maps of strata and stratum definitions. If not used, list not applicable.

For quantification method 11.1.B, the Project Area was treated as one stand, thus DRG did not use stratification.

#### Stand Maps

Describe the methods used to determine forest stands (e.g. GIS) and documentation.

The Project Area was treated as one stand, and DRG used on-site quantification method 11.1.B to quantify the carbon stock.

#### **Forest Age**

*Provide historical imagery or other materials to support forest age documentation. Describe the method(s) used:* 

Forest age for the Project Area ranges from 65 to 105 years or more. An on-site inventory was completed, so no documentation of forest age is necessary for carbon quantification for this project.

#### **Forest Composition**

Describe forest composition and explanation of method(s) used.

The five most common species are sugar maple (*Acer* saccharum) (55%), American beech (*Fagus grandfolia*) (12%), tulip (*Liriodendron tulipifera*) (10%), red oak (*Quercus rubra*) (6%), and Norway maple (*Acer platanoides*) (3%). DRG completed a sample inventory using randomized 1/10<sup>th</sup>-acre plots, following section 11.1.B in the CFC Tree Preservation Protocol.

• Attachment U– Whittlesey Forest Composition Report

#### **Canopy Cover**

*Provide i-Tree Canopy report that shows estimated percentage of tree cover. Explanation of method(s) used:* 

An on-site inventory was completed, so no documentation of canopy cover is necessary for carbon quantification for this project. However, an i-Tree Canopy report was completed to quantify the cobenefits. The canopy cover across the Project Area was 94% cover. To minimize error, 219 randomized data points were overlaid on satellite imagery to determine percent cover.

- Attachment V: i-Tree Canopy Cover Report
- Attachment W: i-Tree Canopy Cover Data Points

#### Area Expected to Remain in Trees after Potential Development (11.2)

Describe how you determined the area expected to remain in trees after potential development (fraction at risk) and explanation of method(s) used:

The fraction of biomass at risk differs by zoning district and ranges from 41.5%-90% based on minimum acre size per unit.

The Project Area is zoned for residential (C1, R4, and farm and residential) which allows residential use. Given the zoning requirements stipulated through Mentor and Kirtland Hills zoning, residential lots must be a minimum of .5 or 5 acres. Depending on configuration, the Project Area could accommodate roughly 55 residential lots with the addition of public roads and necessary infrastructure, further risking biomass removal and increasing the percentage of impervious surface. The method outlined in Protocol Section 11.2.B.ii was used to calculate the percent avoided biomass emissions. The Project Area was sub-divided by zoning to determine how many acres could be cleared according to the relevant zoning regulations. Calculations are described in detail in the Carbon Quantification Spreadsheet. In the table below, the total potentially cleared acres is listed as N/A when the fraction at risk of tree removal calculated per 11.2.B.ii was greater 90%.

Zoning	Number of	Allowed	Total Potentially	Fraction At Risk
	Acres	Number of	Cleared Acres	of Tree Removal
		Dwellings		
Mentor C-1	35.7	7	16.17	45.29%
Mentor R-4	21	42	N/A	90%
Kirtland Residential	34.3	6	14.23	41.49%
& Farm				

The total potentially cleared acres across the Project Area is 49.30 acres, encompassing 16.17 acres for zoning Mentor C-1 (45.29% of 35.7 acres), 18.9 acres for zoning Mentor R-4 (90% of 21 acres), and 14.23 acres for zoning Kirtland Residential & Farm (41.49% of 34.3 acres). Thus 54.18% of the Project Area is at risk of tree removal.

- Attachment P Whittlesey Carbon Quantification Spreadsheet
- Attachment K Whittlesey Zoning Map
- Attachment L: Whittlesey Zoning Documentation

## Quantification of Soil Carbon - Existing Impervious Area and Impervious Limits (10.4)

The Project may claim avoidance of emissions from soil carbon caused by conversion of soils to impervious surfaces. Describe applicable zoning and development rules, existing impervious area and maximum fraction impervious cover.

Whittlesey Beach Ridge Forest is within three different zoning districts all which allow residential development and none of which specify a maximum fraction of parcel area that may be in impervious surface. Based on these factors, in most of the Project Area, 50% is eligible for conversion to impervious surface. There is an area of less than one acre of existing impervious surface (a driveway) within the portion of zoned Kirtland Hills Residential and Farm. This section has 47% avoided conversion to impervious surface. The overall weighted average of the entire Project Area is 49% avoided conversion to impervious surface. Section 11.4 of the protocol allows for 50% of the Project area in a residential zone to be eligible for conversion.

- Attachment P Whittlesey Carbon Quantification Spreadsheet
- Attachment X Whittlesey Impervious Surface Map

#### **Future Planned Project Activities**

Describe any future project activities that may affect the percent canopy or carbon stocking in any way.

The Project Area will be protected in perpetuity through a conservation easement and deed restriction. Public access will be allowed, but no improvements are needed to allow for access. Trails have already been established on the property.

## **CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 11.6)**

Summarize co-benefit quantification and provide supporting documentation. CFC will provide a Co-Benefits Quantification spreadsheet to Project Operators for calculating rainfall interception, reduction of certain air compounds, and energy savings.

Ecosystem Services	Resource Units	Value
Rainfall Interception (m3/yr)	43.820.70	\$92,619.76
Air Quality (t/yr)	3.0232	\$7,452.88
Cooling – Electricity (kWh/yr)	133,062	\$18,641.94
Heating – Natural Gas (kBtu/yr)	5,508,071	\$77,037.48
Grand Total (\$/yr)		\$195,752.05

Co-benefits were quantified using CFC's co-benefits calculator. These ecosystem services represent values in avoided costs of \$7,830,082.04 over 40 years.

Attachment Y - Whittlesey Co-Benefit Quantification

## **SOCIAL IMPACTS (Section 12)**

Project Operators shall use the Carbon Project Social Impact template to evaluate the UN Sustainable Development Goals (SDGs) to determine how a Project provides social impacts that contribute towards achievement of the global goals. CFC will provide the template. Summarize the three to five main SDGs from this Project.

## SD3: Good Health and Well-being

The Whittlesey Beach Ridge is located in an urban area of almost 50,000 residents. Preservation of 91 acres of old-growth forest will protect the benefits associated with trees including removal of air pollutants and creation of shade for UV exposure protection, extreme heat reduction, and urban heat effect relief. The Project Area is located along a major interstate, and preservation of the trees will maintain and overtime improve sound buffering and pollutant screening. The property will be managed as a park to provide public access and create nature experiences that will encourage recreation. The Project Area is also located within two miles of four schools that include preschool, elementary, and middle schools.

## **SD11: Sustainable Cities and Communities**

The Project area is located in an urban area in close proximity to residential developments and several schools. Only 2% of the City of Mentor's land is used for parks and recreation, and only 14% of Mentor residents live within a 10-minute walk from a park. Similarly, only 1% of Kirtland Hills residents live within a 10-minute walk from a park. The Trust for Public Land recommends, based on research on health and wellbeing, that every American resident have access to a public

park within 10-minutes walking distance from their home. According to their ParkServe tool (interactive online mapping), the Property is earmarked as an area in which there is "high need" for park space to best accommodate residents within a 10-minute walk. The Cuyahoga Planning Commission found that the City of Mentor currently only uses 3% of its land for parks and recreation (the national average is 15%). The Whittlesey Beach Ridge Forest property will improve passive outdoor recreation opportunities for residents as well as protect much-needed green space for social, environmental, and economic wellbeing.

## SD15: Life on Land

The Whittlesey Beach Ridge Forest project will protect important breeding habitat for seven total S1 and S3 species (two S1 species and five S3 species). In sum, high quality habitat supports: 2 State-Endangered bat species; 5 State Species of Concern (bat and bird); 5 State Species of Special Interest (bird); and Mycoglaena quercicola, a species of lichen identified as "new to Ohio."

The following seven (7) species are defined as endangered (S1) or rare (S3) species:

- Little Brown Bat (Myotis lucifugus) Ohio Endangered
- Tri Colored Bat (*Permimyotis subflavus*) Ohio Endangered
- Big Brown Bat (Eptesicus fuscus) Ohio Species of Concern
- Eastern Red Bat (Lariurus borealis) Ohio Species of Concern
- Hoary Bat (Lariurus cinereus) Ohio Species of Concern
- Silver Hair Bat (Lasioncycteris noctivagans) Ohio Species of Concern
- Red-headed woodpecker (Melanerpes erythrocephalus): Ohio Species of Concern

The following five (5) bird species are State Species of Special Interest:

- Black-throated Blue Warbler (Dendroica caerulescens)
- Veery (Catharus fuscescens)
- Brown Creeper (Certhia americana)
- Canada warbler (Wilsonia canadensis)
- Northern Waterthrush (Parkesia noveboracensis)

Attachment Z: Whittlesey Social Impacts

## **MONITORING AND REPORTING (Section 8)**

Throughout the Project Duration, the Project Operator must report on tree conditions across the Project Area. Monitoring reports are due every three years determined by the date of the verification report. For example, if the verification report is dated January 1, 2021, the first report will be due by January 1, 2024 and every three years thereafter for the duration of the project.

Describe your monitoring plans. If Project Operator plans to claim credits for future growth, describe methods that will be used to quantify future growth.

As part of this Project, eighty-five acres of the Project Area have been encumbered with a conservation easement, held by Natural Areas Land Conservancy, a supporting non-profit organization to Western Reserve Land Conservancy. The remaining 7.5 acres of the Project Area have been encumbered by a deed restriction. The conservation easement and deed restriction will preserve 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 Whittlesey Beach Ridge Forest annually, walking the Project Area and property in their entirety to ensure that the tenets of the conservation easement are being upheld and to resolve any issues with encroachment or non-permitted activities onsite. Western Reserve Land Conservancy has demonstrated its ability to serve in this capacity, having conserved more than 67,000 acres in 21 different Ohio watersheds and holding conservation easements on over 800 properties, each of which are monitored annually.

## PROJECT OPERATOR SIGNATURE

Signed on December 8 in 2022, by Alex Czayka, Chief Conservation Officer, for Western Reserve Land Conservancy.

Signature

Cray

Phone

940-813-4664 Phone aczaylca@wrlandconservancy.org

info@cityforestcredits.org| 999 Third Avenue #4600, Seattle, WA 98104 | www.cityforestcredits.org Page | 17

## **ATTACHMENTS**

List the number and name of attachments

Attachment A – Whittlesey Location Eligibility Map Attachment B – Whittlesey Geospatial Location Map Attachment C – Whittlesey Shapefiles Attachment D – Whittlesey Regional-Scale Map Attachment E – Whittlesey Project Area Map Attachment F – Whittlesey Deed WRLC Attachment G – Whittlesey Deed MAS Landholdings Attachment H – Agreement to Transfer Potential Credits Attachment I – Whittlesey Conservation Easement Attachment J – Whittlesey Deed Restriction Attachment K – Whittlesey Zoning Map Attachment L – Whittlesey Zoning Documentation Attachment M – Whittlesey Perimeter Development Map Attachment N – Whittlesey Attestation of No Double Counting and No Net Harm Attachment O – Whittlesey Attestation of Additionality Attachment P – Whittlesey Carbon Quantification Spreadsheet Attachment Q – Whittlesey Plot Location Map Attachment R – Whittlesey Inventory Attachment S – Whittlesey iTree Eco Source File Attachment T – Whittlesey Carbon Biomass Attachment U – Whittlesey Forest Composition Report Attachment V – Whittlesey iTree Canopy Cover Report Attachment W – Whittlesey iTree Canopy Cover Data Points Attachment X – Whittlesey Impervious Surface Map Attachment Y – Whittlesey CoBenefits Attachment Z – Whittlesey Social Impacts

## Attachments

Agreement to Transfer Credits

Deed

Project Area Map

Regional Area Map

Preservation Commitment

Zoning Maps

Zoning Description(s)

Threat of Loss Demonstration

Attestation of No Double Counting and No Net Harm

Attestation of Additionality

Carbon Quantification Tool

Tree Inventory

Tree Characteristics Chart(s)

iTree Canopy Report

Cobenefit Calculator

Social Impacts

Agreement to Transfer Credits

### Whittlesey Beach Ridge Forest Preservation Project Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered in to this *(i)* day of <u>December</u>, 20, 20 (the "Effective Date") by MAS Landholdings LLC (the "Landowner") and Western Reserve Land Conservancy, an Ohio nonprofit corporation ("WRLC"), whose mission is to provide the people of our region with essential natural assets through land conservation and restoration and who has undertaken a tree preservation and carbon crediting project ("Tree and Carbon Project") on the Property of Landowner (the "Property").

#### 1. Purpose and Intent

WRLC and Landowner desire to generate funds for this Tree and Carbon Project by allowing WRLC to develop potential carbon and environmental credits that it can attempt to sell. The Landowner will receive the benefits of the tree preservation and maintenance in this project at little to no cost to the Landowner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, storm water run-off reductions, energy savings, fish habitat, and air quality benefits arising from the planting and growth of trees in the Tree and Carbon Project ("**Carbon+ Credits**"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization ("**CFC**").

#### 2. Rights Granted

Landowner grants WRLC the title and rights to any and all Carbon+ Credits developed from the Tree and Carbon Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

#### 3. Subject Lands

The Property specified in Exhibit A.

#### 4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Tree and Carbon Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

#### 5. Obligations of Western Reserve Land Conservancy

WRLC will pay all costs and assume all responsibilities for the development and sale of Carbon+ Credits from the Tree and Carbon Project.

#### 6. Landowner Representations

Landowner represents that it has authority to enter into this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

#### 7. Western Reserve Land Conservancy Representations

WRLC represents that it has either begun the Tree and Carbon Project or is prepared to act as the project operator for the Tree and Carbon Project.

#### 8. Default

If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

#### 9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 40 years after the Effective Date of the Agreement. WRLC may renew this Agreement for a second 40 year term if it delivers written notice of renewal to Landowner at least 90 days prior to the expiration of this Agreement.

#### 10. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

#### 11. Parties

Western Reserve Land Conservancy	Landowner	: MAS Landholdings LLC
Name: Robert B. Owen	Name:	Alex M. Czayka
Title: Assistant Secretary	Title:	Manager
Address: 3850 Chagrin River Road, Moreland Hills, OH 44022	Address:	P.O. Box 252, Chesterland OH 44026
Phone: 440-528-4150	Phone:	440-528-4150
Email: rowen@wrlandconservancy.org	Email:	aczayka@wrlandconservancy.org
Signature:	Signature:	Jan h
Date: December le, 2022	Date:	December 6,2022

#### EXHIBIT A

#### Legal Description

#### LEGAL DESCRIPTION OF PARCEL A 5.7486 ACRES CITY OF MENTOR & THE VILLAGE OF KIRTLAND HILLS

SITUATED IN THE CITY OF MENTOR & VILLAGE OF KIRTLAND HILLS, COUNTY OF LAKE AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 3 OF TRACT 2, ORIGINAL MENTOR TOWNSHIP, BEING TOWNSHIP NUMBER 10 IN THE 9TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF LITTLE MOUNTAIN ROAD (60 FEET WIDE) AND JOHNNYCAKE RIDGE ROAD (60 FEET WIDE) A.K.A ROUTE 84;

THENCE SOUTH 88°35'52" WEST, ALONG THE CENTERLINE OF SAID, JOHNNYCAKE RIDGE ROAD 47.67 FEET TO A POINT OF CURVATURE;

THENCE 623.77 FEET, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 49°27'20" AND AN 604.59 FEET CHORD THAT BEARS NORTH 66°40'28" WEST TO THE PRINCIPAL PLACE OF BEGINNING;

<u>COURSE 1</u>: THENCE SOUTH 00°47'21" EAST, PASSING THROUGH A PIN SET AT 44.45 FEET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, A TOTAL DISTANCE OF 217.88 FEET TO A PIN SET;

COURSE 2: THENCE SOUTH 89°55'26" WEST, 146.96 FEET TO A PIN SET;

<u>COURSE 3</u>: THENCE SOUTH 00°04'34" EAST, 612.95 FEET TO A PIN SET IN THE NORTHERLY LINE OF LAND CONVEYED TO WILLIAM R. KOVACS, BY DOCUMENT: 2003R046550 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 22-A-005-0-00-016-0);

COURSE 4: THENCE SOUTH 89°55'26" WEST, ALONG THE NORTHERLY LINE OF SAID WILLIAM R. KOVACS AND THE NORTHERLY LINE OF LAND CONVEYED TO KAREN & NORM LOCKER, BY DOCUMENT: 2013R001223 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 22-A-005-0-00-017-0), 294.19 TO A PIN SET;

COURSE 5: THENCE NORTH 06'04'34" WEST, 375.00 FEET TO A PIN SET:

COURSE 6: THENCE NORTH 08'58'56" EAST, 270.00 FEET TO A PIN SET:

<u>COURSE 7</u>: THENCE NORTH 61'06'31" EAST, 168.00 FEET TO A PIN SET IN THE LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS;

**<u>COURSE 8</u>:** THENCE **NORTH 88°20'28'' EAST**, ALONG THE SAID LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS, **185.00 FEET** TO A 3/4 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN; **COURSE 9:** THENCE **NORTH 04'03'28'' EAST**, ALONG AN EASTERLY LINE FORMERLY CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., BY DOCUMENT: 2018R005235 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 16-A-013-0-00-016-0) PASSING THROUGH A PIN SET AT 173.98 FEET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, A TOTAL DISTANCE OF **225.13 FEET** TO THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD;

COURSE 10: THENCE 147.85 FEET, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 11°43'19" AND AN 147.59 FEET CHORD THAT BEARS SOUTH 36\*05'08" EAST TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 5.7486 ACRES OF LAND (OF WHICH THE PRESENT ROAD OCCUPIES 0.1008 ACRES OF LAND), WHICH 0.3598 ACRES ARE IN THE CITY OF MENTOR, AND 5.3888 ACRES ARE IN THE VILLAGE OF KIRTLAND HILLS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN OCTOBER 2021 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP POLARIS "7388".

THE INTENT OF THIS DESCRIPTION IS TO COMBINE P.P.N. 16-A-013-0-00-017-0 (0.3598 ACRES - CITY OF MENTOR) WITH ALL OF P.P.N. 22-A-005-0-00-015-0 (0.3647 ACRES - VILLAGE OF KIRTLAND HILLS) AND 0.4628 ACRES FROM P.P.N. 22-A-005-0-00-018-0, (VILLAGE OF KIRTLAND HILLS) AND 4.5613 ACRES FROM P.P.N. 22-A-005-00-014-0 (VILLAGE OF KIRTLAND HILLS) OF LAND CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., DOCUMENT: 2018R005235.

Deed

# Attachment F – WRLC Ownership (85.25 acres)

Documents:

- Exhibit A Deed
- <u>Exhibit B</u> supporting documentation for parcel number change

Exhibit A – WRLC Deed (85.25 acres)

Doctd • 10025809
Tx:40091018

RECORD NUMBER:
2022R029325
RECORDED:
10/31/2022 03:20:09 PM
BECKY LYNCH. RECORDER
LAKE COUNTY OHIO
REC FEE: 90.00
TOTAL PAGES: 9

d with the office of Christopher A. Gallowa
Date 031/2012/ By MAK

This conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.

> Transfer # <u>SPLIT</u> Transfer Fee \$ 7.00

#### **GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that MAS LANDHOLDINGS LLC ("Grantor"), an Ohio limited liability company, claiming title by or through instrument recorded at Instrument No. 2022(029323 of Lake County Records, for good and valuable consideration received to its full satisfaction from WESTERN RESERVE LAND CONSERVANCY ("Grantee"), an Ohio nonprofit corporation, does hereby give, grant and convey, with general warranty covenants, to Grantee, its successors and assigns, the premises described in Exhibit A attached hereto (the "Premises").

**County Permanent Parcel Numbers**: Being all or portions of permanent parcel numbers formerly known as: 16-A-013-0-00-021-0, 22-A-005-0-00-012-0, 22-A-005-0-00-011-0, 16-A-011-0-00-003-0, 10-A-011-0-00-004-0, 22-A-005-0-00-013-0, 16-A-011-0-00-002-0, 16-A-011-0-00-003-0, 22-A-005-0-00-014-0, 16-A-011-0-00-001-0, 16-A-013-0-00-016-0, 16-A-011-0-00-017-0, 16-A-011-0-00-005-0 and 16-A-011-0-00-014-0

**TO HAVE AND TO HOLD** said Premises, together with all easements and appurtenances thereunto belonging, unto Grantee, its successors and assigns forever. And said Grantor covenants with Grantee, its successors and assigns, that (a) Grantor is lawfully seized in fee simple of said Premises, subject to (i) building and zoning ordinances; (ii) taxes and assessments, both general and special, which are a lien but not yet due and payable; and (iii) those restrictions, covenants, conditions and easements of record in the Lake County Records at the time of this conveyance, and (b) Grantor shall warrant and defend same to

said Grantee, its successors and assigns, forever against the lawful claims and demands of all persons, except as stated above.

**FURTHERMORE**, Grantee received partial funding for the acquisition of the Premises through a federal grant provided by the United States Fish and Wildlife Service and as a result takes title subject to the restrictions contained in the Notice of Federal Participation/Restriction (NOFP) attached hereto as <u>Exhibit B</u>.

IN WITNESS WHEREOF, Grantor has executed this Deed this 25 day of October, 2022.

#### **GRANTOR:**

#### MAS LANDHOLDINGS LLC

By:

Alex M. Czayka Manager Its:

STATE OF OHIO ) ) SS: COUNTY OF <u>Coychoge</u>)

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this day of <u>October</u>, 2022 by Alex M. Czayka, Manager of MAS Landholdings LLC, an Ohio limited liability company, on behalf of the company.

**OHIO REAL TITLE** 136159

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

Notary Public



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

#### EXHIBIT A

## Legal Description

## LEGAL DESCRIPTION OF 55.6402 ACRES PARCEL A – CITY OF MENTOR

SITUATED IN THE CITY OF MENTOR, COUNTY OF LAKE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOTS 2, 3, 6 & 7, TRACT 2, ORIGINAL MENTOR TOWNSHIP, BEING TOWNSHIP NUMBER 10 IN THE 9TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF JOHNNYCAKE RIDGE ROAD (WIDTH VARIES) A.K.A. STATE ROUTE 84 AS SHOWN BY VOLUME C, PAGE 145 OF LAKE COUNTY ROAD RECORDS AND CENTER STREET (WIDTH VARIES) A.K.A STATE ROUTE 615 AS SHOWN BY CENTERLINE PLAT RECORDED IN VOLUME 41, PAGE 18 OF LAKE COUNTY PLAT RECORDS;

THENCE NORTH 89°06'22" EAST, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, 1660.33 FEET TO A POINT OF CURVATURE:

THENCE **935.72 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 834.57 FEET, A CENTRAL ANGLE OF 64°14'24" AND AN 887.47 FEET CHORD THAT BEARS SOUTH 58°46'26" EAST TO THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1: THENCE 84.87 FEET, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 834.57 FEET, A CENTRAL ANGLE OF 5°49'36" AND AN 84.84 FEET CHORD THAT BEARS SOUTH 23°44'26" EAST TO A POINT OF TANGENCY:

COURSE 2: THENCE SOUTH 20°49'38" EAST, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, 779.41 FEET TO A POINT OF CURVATURE;

COURSE 3: THENCE 118.53 FEET, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 9°23'50" AND AN 118.39 FEET CHORD THAT BEARS SOUTH 25°31'33" EAST TO THE NORTH WEST CORNER OF LAND CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., BY DOCUMENT: 2018R005235 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 16-A-013-0-00-017-0);

COURSE 4: THENCE SOUTH 04°03'28" WEST, ALONG THE WESTERLY LINE OF SAID WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., PASSING THROUGH A 5/8 INCH IRON PIN SET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD AT 51.15 FEET, 225.13 FEET TO A ¾ INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN AND THE CORPORATION LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS; COURSE 5: THENCE SOUTH 88°20'28" WEST, ALONG SAID CORPORATION LINE, 1065.09 FEET TO A 1 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN, SAID POINT ALSO BEING IN THE EASTERLY LINE OF SAID LOT 2;

COURSE 6: THENCE SOUTH 00°49'31" EAST, ALONG SAID CORPORATION AND LOT LINE, 890.17 FEET TO A 5/8 INCH IRON PIN SET AT AN ANGLE POINT THEREIN;

COURSE 7: THENCE SOUTH 00°48'56" EAST, ALONG SAID CORPORATION AND LOT LINE, 1334.14 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 8: THENCE SOUTH 88°50'34" WEST, 462.82 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 9: THENCE NORTH 04°46'13" WEST, 47.23 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 10: THENCE NORTH 76°32'59" WEST, 70.47 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 11: THENCE NORTH 16°46'10" WEST, 579.58 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 12: THENCE NORTH 02°59'30" EAST, 152.57 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 13: THENCE NORTH 41°14'07" EAST, 353.87 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 14: THENCE NORTH 04°15'19" EAST, 326.98 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 15: THENCE NORTH 28°16'09" EAST, 135.26 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 16: THENCE NORTH 02°28'09" EAST, 787.07 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 17: THENCE NORTH 29°29' 51" WEST, 489.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 18: THENCE NORTH 19°50'46" EAST, 165.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 19: THENCE NORTH 10°09'58" EAST, 256.26 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 20: THENCE NORTH 53°50'49" EAST, 78.94 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 21: THENCE NORTH 89°10' 29" EAST, 711.26 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 22: THENCE NORTH 53°20'02" EAST, 256.76 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 23: THENCE NORTH 63°53'28" EAST, PASSING THROUGH A 5/8 INCH IRON PIN SET AT 175.00 FEET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, 205.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 55.6402 ACRES OF LAND (OF WHICH THE PRESENT ROAD OCCUPIES 0.6924 ACRES OF LAND), BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN SEPTEMBER 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP POLARIS "7388".

## LEGAL DESCRIPTION OF 29.6128 ACRES PARCEL B – VILLAGE OF KIRTLAND HILLS

SITUATED IN THE VILLAGE OF KIRTLAND HILLS, COUNTY OF LAKE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF THE BLOSS LOT AND LOT 3, TRACT 2, ORIGINAL MENTOR TOWNSHIP, BEING TOWNSHIP NUMBER 10 IN THE 9TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF JOHNNYCAKE RIDGE ROAD (WIDTH VARIES) A.K.A. STATE ROUTE 84 AS SHOWN BY VOLUME C, PAGE 145 OF LAKE COUNTY ROAD RECORDS AND CENTER STREET (WIDTH VARIES) A.K.A STATE ROUTE 615 AS SHOWN BY CENTERLINE PLAT RECORDED IN VOLUME 41, PAGE 18 OF LAKE COUNTY PLAT RECORDS;

THENCE NORTH 89°06'22" EAST, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, 1660.33 FEET TO A POINT OF CURVATURE;

THENCE **1020.59 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 834.57 FEET, A CENTRAL ANGLE OF 70°04'00"AND AN 958.17 FEET CHORD THAT BEARS SOUTH 55°51'38" EAST TO A POINT OF TANGENCY;

THENCE **SOUTH 20°49'38" EAST**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, **779.41 FEET** TO A POINT OF CURVATURE;

THENCE **118.53 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 9°23'50" AND AN 118.39 FEET CHORD THAT BEARS SOUTH 25°31'33" EAST TO THE NORTH WEST CORNER OF LAND CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., BY DOCUMENT: 2018R005235 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 16-A-013-0-00-017-0);

THENCE **SOUTH 04°03'28" WEST**, ALONG THE WESTERLY LINE OF SAID WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., PASSING THROUGH A 5/8 INCH IRON PIN SET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, **225.13 FEET** TO A <sup>3</sup>/4 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN AND THE CORPORATION LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS; THENCE SOUTH 88°20'28" WEST, ALONG SAID CORPORATION LINE, 185.00 FEET TO A 5/8 INCH IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1 THENCE SOUTH 61°06'31" WEST, 168.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 2 THENCE SOUTH 08°58'56" WEST, 270.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 3 THENCE SOUTH 06°04'34" EAST, 375.00 FEET TO A 5/8 INCH IRON PIN SET IN THE NORTHERLY LINE OF LAND CONVEYED TO KAREN & NORM LOCKER, BY DOCUMENT: 2013R001223 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 22-A-005-0-00-017-0);

COURSE 4 THENCE SOUTH 89°55'26" WEST, ALONG THE NORTHERLY LINE OF SAID KAREN & NORM LOCKER, 300.00 FEET TO A 5/8 INCH IRON PIN FOUND AT THE NORTHWEST CORNER THEREOF;

COURSE 5 THENCE SOUTH 00°49'44" EAST, ALONG THE WESTERLY LINE OF SAID KAREN & NORM LOCKER, 564.63 FEET TO A 5/8 INCH IRON PIN SET AT AN ANGLE POINT THEREIN;

**COURSE 6** THENCE **SOUTH 00°58'53" EAST**, ALONG THE WESTERLY LINE OF SAID KAREN & NORM LOCKER, AND THE WESTERLY LINE OF LAND CONVEYED TO KSENIA MCGRATH, BY DOCUMENT 2020R0352610F LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 22-A-005-A-00-006-0), ALSO BEING THE WESTERLY LINE OF THE CHARDONWOOD ESTATES SUBDIVISION, AS RECORDED VOLUME 0, PAGE 106 OF LAKE COUNTY PLAT RECORDS, **521.61 FEET** TO A DIMPLE FOUND IN A 4 INCH CLAY TILE FILLED WITH CONCRETE FOUND AT AN ANGLE POINT THEREIN;

**COURSE 7** THENCE **SOUTH 05°44'38" EAST**, ALONG THE WESTERLY LINE OF SAID KSENIA MCGRATH, AND THE WESTERLY LINE OF LAND CONVEYED TO MICHAEL BAIRD, BY DOCUMENT: 2003R031991 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 22-A-005-A-00-004-0), ALSO BEING THE WESTERLY LINE OF SAID CHARDONWOOD ESTATES SUBDIVISION, **679.84 FEET** TO A 5/8 INCH IRON PIN SET IN THE NORTHERLY SIDELINE OF INTERSTATE 90 – STATE ROUTE 1, A.K.A. O.D.O.T LAK-1-6.97, PER CENTERLINE SURVEY PLAT VOL. N, PG. 38, 1960) AND (O.D.O.T LAK-IR 90/ S.R. 615-9.26/1.51, PER CENTERLINE SURVEY PLAT VOL. 41, PG. 18, 2002;

COURSE 8 THENCE SOUTH 78°56'23" WEST, ALONG THE NORTHERLY SIDELINE OF SAID INTERSTATE 90, 487.90 TO A 5/8 INCH IRON PIN SET, SAID POINT BEING IN THE WESTERLY LINE OF SAID BLOSS LOT;

COURSE 9 THENCE NORTH 00°48'56" WEST, ALONG THE WESTERLY LINE OF SAID BLOSS LOT, PASSING THROUGH A 5/8 INCH IRON PIN SET AT 94.42 FEET AT THE NORTHWEST CORNER OF SAID BLOSS LOT, ALSO BEING A SOUTHEAST CORNER OF THE CITY OF MENTOR, ALONG THE LINE BETWEEN LOTS 2 AND 3 OF TRACT 2, ALSO BEING THE CORPORATION LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS, A TOTAL DISTANCE OF 1661.90 FEET TO A 1-1/2 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN; COURSE 10 THENCE NORTH 00°49'31" WEST, ALONG SAID CORPORATION AND LOT LINE, 890.17 FEET TO A 1 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN;

**COURSE 11** THENCE **NORTH 88°20'28" EAST**, ALONG SAID CORPORATION LINE, **880.10 FEET** TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING **29.6128 ACRES** OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN SEPTEMBER 2022 BY RICHARD A. THOMPSON JR., **OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388** OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP POLARIS "7388".

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE **85.2530** ACRES, **55.6402** ACRES WITHIN THE **CITY OF MENTOR**, CONSISTING OF A PORTION OF 16-A-011-0-00-017-0 (1.9167 AC.), 16-A-011-0-00-001-0 (14.6594 AC.), 16-A-013-0-00-021-0 (0.6287 AC.), 16-A-013-0-00-016-0 (21.3815 AC.), 16-A-011-0-00-002-0 (3.5890AC.), 16-A-011-0-00-003-0 (5.6244 AC.), 16-A-011-0-00-004-0 (6.1610 AC.), 16-A-011-0-00-014-0 (1.2533 AC.), 16-A-011-0-00-015-0 (0.3949 AC.), 16-A-011-0-00-005-0 (0.0313 AC.) AND **29.6128** ACRES WITHIN THE **VILLAGE OF KIRTLAND HILLS**, CONSISTING OF A PORTION OF 22-A-005-0-00-013-0 (12.2524 AC.), 22-A-005-0-00-014-0 (4.8423 AC.), 22-A-005-0-00-012-0 (3.6511 AC.) AND 22-A-005-0-00-011-0 (8.8670 AC.).



Richard H. Thompson fr

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 09/29/21



Approved by the Village of Kirtland Hills.

Chief of Police



#### EXHIBIT B

## Permanent Parcel and Prior Instrument Reference Numbers

All or a portion of the following existing Permanent Parcel Numbers: 16-A-011-0-00-017-0, 16-A-011-0-00-014-0, 16-A-011-0-00-001-0, 16-A-011-0-00-002-0, 16-A-011-0-00-003-0, 16-A-011-0-00-004-0, 16-A-011-0-00-015-0, 16-A-013-0-00-016-0, 16-A-013-0-00-021-0, 22-A-005-0-00-011-0, 22-A-005-0-00-012-0, 22-A-005-0-00-014-0, 16-A-011-0-00-005-0.

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Prior Instrument Reference Numbers: 2018R005235, 1998R029044, and 2004R001657.

NAI-1533987898v3

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### EXHIBIT B

#### NOTICE OF FEDERAL PARTICIPATION

Notice of Federal Participation: the above-described property was acquired using federal funding by Western Reserve Land Conservancy, a nonprofit corporation, in Ohio through the United States Fish and Wildlife Service (USFWS), Great Lakes Restoration Initiative, Migratory Bird Joint Ventures Program, CFDA # 15.662, located at 5600 American Blvd. West, Bloomington, MN 55437, as part of FBMS grant number F22AP00667, approved on January 1, 2022, (total federal funds for this grant, \$300,000). The purpose for which this property is being conserved is to protect migratory bird habitat, specifically for those identified as priority species of the Upper Mississippi/Great Lakes Joint Venture and the Bird Conservation Region 13 plans. The property or any portion will not be conveyed or encumbered, or the use changed from that stated above without first obtaining written approval from the USFWS, its designee or successor. This restriction shall remain in perpetuity with no discrimination until released by the USFWS.
# Exhibit B – Parcel Number Change

As part of the original acquisition and protection process, the original 14 parcels were consolidated to 2 parcels. The parcels were updated by the County to align the parcel boundaries with the split of the Project Area from the larger property.

Retired Parent Parcels	Created Child Parcels	
16-A-011-0-00-001-0	16-A-011-0-00-018-0	
16-A-011-0-00-002-0		
16-A-011-0-00-003-0		
16-A-011-0-00-004-0		
16-A-011-0-00-005-0		
16-A-011-0-00-014-0		
16-A-011-0-00-015-0		
16-A-011-0-00-017-0		
16-A-013-0-00-016-0		
16-A-013-0-00-021-0		
22-A-005-0-00-011-0	22-A-005-0-00-019-0	
22-A-005-0-00-012-0		
22-A-005-0-00-013-0		
22-A-005-0-00-014-0		

Table 1. Parcel number change

Supporting documents:

Below is an email exchange between Western Reserve Land Conservancy (Amy Sargent) and the title company handling the transaction (Michelle Britton – Title Manager/Licensed Agent at Ohio Real Title) confirming the parcel number changes.

#### Email 1, confirming parcel number change with Lake County Auditor

From: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>>
Sent: Friday, November 18, 2022 1:56 PM
To: Amy Sargent <<u>asargent@wrlandconservancy.org</u>>
Subject: RE: [EXTERNAL] Bolton - New Parcel Numbers

Caution: This email originated outside of the organization. Think before you click!

Hi Amy - here is what my examiner in Lake told me

Just talked with Mike at Auditors office, the parcels are just as you have them below ③ 2 parcels for each one

For files 136159 and 136159b – Western Reserve (Mas Landholdings) is looking for parcel numbers from the lot split.

I see for the 5. 7486 acre piece – the county is showing 2 parcels – 5.3888 - 22A0050000200 And the other is 16A0130000250 – .3598 acres - is this staying 2 parcels?

Also for the 85.2530 (2 parcels 55.6402 – 16A0110000180 & 29.6128 acres – 22A0060000190) will these be the 2 parcels for the 85 acres?

So these are correct

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## **MICHELLE BRITTON**

Title Manager/Licensed Agent



1213 Prospect Avenue, Suite 200, Cleveland, OH 44115

Phone: (216) 373-8262 | Mobile: (216) 548-1514 | Fax: (216) 453-1420 michellebritton@ohiorealtitle.com | www.ohiorealtitle.com



**IMPORTANT NOTICES:** <u>Never trust wiring instructions sent via email.</u> Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. <u>Always</u> independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. <u>Never</u> wire money without double-checking that the wiring instructions are correct.

The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

#### **Email 2: Acknowledgement from Western Reserve Land Conservancy**

From: Amy Sargent <<u>asargent@wrlandconservancy.org</u>>
Sent: Tuesday, December 20, 2022 9:55 AM
To: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>>
Cc: Sarah Blakely <<u>sblakely@wrlandconservancy.org</u>>
Subject: [EXTERNAL] RE: [EXTERNAL] Bolton - New Parcel Numbers

Michelle,

Thank you for looking into this for us. I was just reviewing the auditors site to confirm these have all been updated to reflect the correct acreage and ownership. The parcel numbers and their acreage correspond to what you indicated below however it looks like one parcel (highlighted in yellow below) is identified as 22-A-00**5**-0-00-019-0. Your email below is showing a 6 where the auditor shows a 5.

Did the county provide a parcel data sheet with the recorded documents that we can refer to? Do you want to confirm the number with your examiner or should we contact the county for confirmation?

~Amy

Email 3: Acknowledgement from Michelle Britton – Title Manager/Licensed Agent at Ohio Real Title

From: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>>
Sent: Tuesday, December 20, 2022 10:34 AM
To: Amy Sargent <<u>asargent@wrlandconservancy.org</u>>
Cc: Sarah Blakely <<u>sblakely@wrlandconservancy.org</u>>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Bolton - New Parcel Numbers

You don't often get email from michellebritton@ohiorealtitle.com. Learn why this is important

Caution: This email originated outside of the organization. Think before you click!

Hi Ladies – the parcel is 22A0050000190 – for 29.6128 acres not the 22A0060000190 that is my error.

# **MICHELLE BRITTON**

Title Manager/Licensed Agent

1213 Prospect Avenue, Suite 200, Cleveland, OH 44115

Phone: (216) 373-8262 | Mobile: (216) 548-1514 | Fax: (216) 453-1420 michellebritton@ohiorealtitle.com | www.ohiorealtitle.com



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The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

#### Email 4: Acknowledgement from Western Reserve Land Conservancy

From: Amy Sargent
Sent: Tuesday, December 20, 2022 11:03 AM
To: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>>
Cc: Sarah Blakely <<u>sblakely@wrlandconservancy.org</u>>
Subject: Bolton - New Parcel Numbers

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REAL**title** 

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Thank you, Michelle for confirming. I believe we are all set on this and will let you know if we need anything else.

Thank you,

Amy

# Attachment F – MAS Landholdings LLC Ownership (5.7 acres)

Documents:

- Exhibit A Deed
- <u>Exhibit B</u> supporting documentation for parcel number change

Exhibit A – MAS Landholdings LLC Deed (5.7 acres)

This conveyance has been examined and the Grantor has complied with section 319.202 of the
Ravised Code.
Transfer # SPLIC 9
Transfer Fee \$ 2.00
Conveyance Fee \$
Filed with the office of Christopher A. danoway
Date 0/11/00 - Dy



RECORD NUMBER: 2022R029324 RECORDED: 10/31/2022 03:20:08 PM BECKY LYNCH. RECORDER LAKE COUNTY OHIO REC FEE: 56.00 TOTAL PAGES: 6

#### LIMITED WARRANTY DEED (O.R.C. § 5302.07)

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM B. BOLTON, a married person ("<u>WBB Owner</u>"), and BOLTON PROPERTIES LIMITED, an Ohio limited liability company ("<u>LLC Owner</u>", and collectively with WBB Owner, "Grantors"), for valuable consideration paid, grant, with *limited warranty covenants*, to MAS LANDHOLDINGS LLC, an Ohio limited liability company ("<u>Grantee</u>"), whose tax mailing address is P.O. Box 252, Chesterland, Ohio 44026, each of their respective interests in and to that certain real property more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof, together with all appurtenant rights, privileges, and easements of any nature whatsoever, including without limitation, all riparian, littoral, and timber rights (the "<u>Premises</u>").

TO HAVE AND TO HOLD the above granted and bargained Premises unto the Grantee and its successors and assigns forever, subject however, to: (i) taxes and assessments, both general and special, which are a lien but not yet due and payable, (ii) zoning and building regulations and ordinances, if any, and (iii) all matters of record.

Permanent Parcel Numbers: See Exhibit B attached hereto

Prior Instrument Reference Number: See Exhibit B attached hereto

[Signatures on Following Pages]



IN WITNESS WHEREOF, William B. Bolton has executed this Limited Warranty Deed as of the date of acknowledgment below and delivered it to Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### WILLIAM B. BOLTON, a married person

By: Nilliam B. Bolton

STATE OF DWD county of Cuyahogy ss

The foregoing instrument was acknowledged before me this 26 day of OCTOBEY 2022, by William B. Bolton. No oath or affirmation given.

OSAIB NOTARY PUBLIC STATE OF OHIO Comm. Expires 09-13-2023 orded in For valuable consideration, the undersigned, Katherine Bolton, wife of William BoBolton, does hereby release, remise, and quitclaim unto Grantee and its successors and assigns all rights of dower she may have in or to the Premises.

[SEAL]

KATHERINE BOLTON, wife of William B. Bolton

Adle

Name: Katherine Bolton

Notary Public IAL S

STATE OF OWD COUNTY OF Cuyahoge ss

day of OCtober The foregoing instrument was acknowledged before me this 242022, by Katherine Bolton. No oath or affirmation given

Notary Public My commission expines 7 SEALE SARA CLAWSON NOTARY PUBLIC STATE OF OHIO Comm. Expires 09-13-2023 Recorded in [Signature Page to Limited Warrand Cuyahoga County ATE OT

NAI-1534079795v2

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed as of the date of acknowledgment below and delivered it to Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOLTON PROPERTIES LIMITED, an Ohio limited liability company

By: 7

Name: William H. Coquinette, Trustee of the Charles P. Bolton 1978 Irrevocable Trust

STATE OF MA )SS COUNTY OF

The foregoing instrument was acknowledged before me this  $\frac{26}{2000}$  day of  $\frac{2000}{2000}$ , 2022, by William H. Coquillette, Trustee of the Charles P. Bolton 1978 Irrevocable Trust, the sole member of Bolton Properties Limited, an Ohio limited liability company, on behalf of such trust and such limited liability company in his fiduciary capacity. No oath or affirmation given.

Kerench nell 2026 Notary Public My commission expires: \_/2

A. BROUNT

[SEAL]

This instrument prepared by:

Brandon McNeill, Esq. Jones Day 901 Lakeside Avenue Cleveland, Ohio 44114

When recorded return to:

Robert B. Owen, Esq. Western Reserve Land Conservancy 3850 Chagrin River Rd. Moreland Hills, Ohio 44022

[Signature Page to Limited Warranty Deed]

NAI-1534079795v2

#### EXHIBIT A

#### Legal Description

#### LEGAL DESCRIPTION OF PARCEL A 5.7486 ACRES CITY OF MENTOR & THE VILLAGE OF KIRTLAND HILLS

SITUATED IN THE CITY OF MENTOR & VILLAGE OF KIRTLAND HILLS, COUNTY OF LAKE AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 3 OF TRACT 2, ORIGINAL MENTOR TOWNSHIP, BEING TOWNSHIP NUMBER 10 IN THE 9TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF LITTLE MOUNTAIN ROAD (60 FEET WIDE) AND JOHNNYCAKE RIDGE ROAD (60 FEET WIDE) A.K.A ROUTE 84;

THENCE **SOUTH 88°35'52'' WEST**, ALONG THE CENTERLINE OF SAID, JOHNNYCAKE RIDGE ROAD **47.67 FEET** TO A POINT OF CURVATURE;

THENCE **623.77 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 49°27'20" AND AN 604.59 FEET CHORD THAT BEARS NORTH 66°40'28" WEST TO THE PRINCIPAL PLACE OF BEGINNING;

**<u>COURSE 1</u>**: THENCE **SOUTH 00°47'21'' EAST**, PASSING THROUGH A PIN SET AT **44.45 FEET** IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, A TOTAL DISTANCE OF **217.88 FEET** TO A PIN **S**ET;

COURSE 2: THENCE SOUTH 89°55'26" WEST, 146.96 FEET TO A PIN SET;

<u>COURSE 3</u>: THENCE SOUTH 00°04'34" EAST, 612.95 FEET TO A PIN SET IN THE NORTHERLY LINE OF LAND CONVEYED TO WILLIAM R. KOVACS, BY DOCUMENT: 2003R046550 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 22-A-005-0-00-016-0);

**COURSE 4:** THENCE **SOUTH 89°55'26'' WEST**, ALONG THE NORTHERLY LINE OF SAID WILLIAM R. KOVACS AND THE NORTHERLY LINE OF LAND CONVEYED TO KAREN & NORM LOCKER, BY DOCUMENT: 2013R001223 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 22-A-005-0-00-017-0), **294.19** TO A PIN SET;

COURSE 5: THENCE NORTH 06°04'34" WEST, 375.00 FEET TO A PIN SET:

COURSE 6: THENCE NORTH 08'58'56" EAST, 270.00 FEET TO A PIN SET:

<u>COURSE 7</u>: THENCE NORTH 61°06'31" EAST, 168.00 FEET TO A PIN SET IN THE LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS;

**COURSE 8:** THENCE **NORTH 88°20'28'' EAST**, ALONG THE SAID LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS, **185.00 FEET** TO A 3/4 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN;

COURSE 9: THENCE NORTH 04°03'28" EAST, ALONG AN EASTERLY LINE FORMERLY CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., BY DOCUMENT: 2018R005235 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 16-A-013-0-00-016-0) PASSING THROUGH A PIN SET AT 173.98 FEET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, A TOTAL DISTANCE OF 225.13 FEET TO THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD;

COURSE 10: THENCE 147.85 FEET, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 11°43'19" AND AN 147.59 FEET CHORD THAT BEARS SOUTH 36°05'08" EAST TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 5.7486 ACRES OF LAND (OF WHICH THE PRESENT ROAD OCCUPIES 0.1008 ACRES OF LAND), WHICH 0.3598 ACRES ARE IN THE CITY OF MENTOR, AND 5.3888 ACRES ARE IN THE VILLAGE OF KIRTLAND HILLS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN OCTOBER 2021 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP POLARIS "7388".

THE INTENT OF THIS DESCRIPTION IS TO COMBINE P.P.N. 16-A-013-0-00-017-0 (0.3598 ACRES -CITY OF MENTOR) WITH ALL OF P.P.N. 22-A-005-0-00-015-0 (0.3647 ACRES - VILLAGE OF KIRTLAND HILLS) AND 0.4628 ACRES FROM P.P.N. 22-A-005-0-00-018-0, (VILLAGE OF KIRTLAND HILLS) AND 4.5613 ACRES FROM P.P.N. 22-A-005-00-014-0 (VILLAGE OF KIRTLAND HILLS) OF LAND CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., DOCUMENT: 2018R005235. r .

Legal Description Approved For Transfer Lake County Engineer Approved by the Villese of Kirkland Hills 73 J.M. Chief of Police

PROPROVISION STREET Richard N. Thompson for

 $(10)_{H_{II}}$ OF

RICHARD A.

THOMPSON, JR

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RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 12/13/21

SU

**PRE-APPROVED** Lake County Engineer Tax Map Department

APPROVED BY THE CITY OF MENTOR PLANNING AND ZONING DIVISION

# EXHIBIT B

#### Permanent Parcel and Prior Instrument Reference Numbers

All or a portion of the following existing Permanent Parcel Numbers: 22-A-005-0-00-018-0, 22-A-005-0-00-015-0, 16-A-013-0-00-017-0; 22-A-005-0-00-014-0.

Prior Instrument Reference Number: 2018R005235

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NAI-1534079795v4

# Exhibit B – Parcel Number Change

As part of the original acquisition and protection process, the original 4 parcels were consolidated to 2 parcels. The parcels were updated by the County to align the parcel boundaries with the split of the Project Area from the larger property.

Table 1. Parcel number change

Retired Parent Parcels	Created Child Parcels
16-A-013-0-00-017-0	16-A-013-0-00-025-0
22-A-005-0-00-014-0	22-A-005-0-00-020-0
22-A-005-0-00-015-0	
22-A-005-0-00-018-0	

Supporting documents:

Below is an email exchange between Western Reserve Land Conservancy (Amy Sargent) and the title company handling the transaction (Michelle Britton – Title Manager/Licensed Agent at Ohio Real Title) confirming the parcel number changes.

#### Email 1, confirming parcel number change with Lake County Auditor

From: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>>
Sent: Friday, November 18, 2022 1:56 PM
To: Amy Sargent <<u>asargent@wrlandconservancy.org</u>>
Subject: RE: [EXTERNAL] Bolton - New Parcel Numbers

Caution: This email originated outside of the organization. Think before you click!

Hi Amy - here is what my examiner in Lake told me

Just talked with Mike at Auditors office, the parcels are just as you have them below 3 2 parcels for each one

For files 136159 and 136159b – Western Reserve (Mas Landholdings) is looking for parcel numbers from the lot split.

I see for the 5. 7486 acre piece – the county is showing 2 parcels – 5.3888 - 22A0050000200 And the other is 16A0130000250 – .3598 acres - is this staying 2 parcels?

Also for the 85.2530 (2 parcels 55.6402 – 16A0110000180 & 29.6128 acres – 22A0060000190) will these be the 2 parcels for the 85 acres?

So these are correct

# **MICHELLE BRITTON**

Title Manager/Licensed Agent





1213 Prospect Avenue, Suite 200, Cleveland, OH 44115

Phone: (216) 373-8262 | Mobile: (216) 548-1514 | Fax: (216) 453-1420 michellebritton@ohiorealtitle.com | www.ohiorealtitle.com



**IMPORTANT NOTICES:** <u>Never trust wiring instructions sent via email.</u> Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. <u>Always</u> independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. <u>Never</u> wire money without double-checking that the wiring instructions are correct.

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#### Email 2: Acknowledgement from Western Reserve Land Conservancy

From: Amy Sargent <<u>asargent@wrlandconservancy.org</u>> Sent: Tuesday, December 20, 2022 9:55 AM To: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>> Cc: Sarah Blakely <<u>sblakely@wrlandconservancy.org</u>> Subject: [EXTERNAL] RE: [EXTERNAL] Bolton - New Parcel Numbers

Michelle,

Thank you for looking into this for us. I was just reviewing the auditors site to confirm these have all been updated to reflect the correct acreage and ownership. The parcel numbers and their acreage correspond to what you indicated below however it looks like one parcel (highlighted in yellow below) is identified as 22-A-00**5**-0-00-019-0. Your email below is showing a 6 where the auditor shows a 5.

Did the county provide a parcel data sheet with the recorded documents that we can refer to? Do you want to confirm the number with your examiner or should we contact the county for confirmation?

~Amy

Email 3: Acknowledgement from Michelle Britton – Title Manager/Licensed Agent at Ohio Real Title

From: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>>
Sent: Tuesday, December 20, 2022 10:34 AM
To: Amy Sargent <<u>asargent@wrlandconservancy.org</u>>
Cc: Sarah Blakely <<u>sblakely@wrlandconservancy.org</u>>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Bolton - New Parcel Numbers

You don't often get email from michellebritton@ohiorealtitle.com. Learn why this is important

Caution: This email originated outside of the organization. Think before you click!

Hi Ladies - the parcel is 22A0050000190 - for 29.6128 acres not the 22A0060000190 that is my error.



## **MICHELLE BRITTON**

Title Manager/Licensed Agent

1213 Prospect Avenue, Suite 200, Cleveland, OH 44115

Phone: (216) 373-8262 | Mobile: (216) 548-1514 | Fax: (216) 453-1420 michellebritton@ohiorealtitle.com | www.ohiorealtitle.com



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#### Email 4: Acknowledgement from Western Reserve Land Conservancy

From: Amy Sargent
Sent: Tuesday, December 20, 2022 11:03 AM
To: Michelle Britton <<u>michellebritton@ohiorealtitle.com</u>>
Cc: Sarah Blakely <<u>sblakely@wrlandconservancy.org</u>>
Subject: Bolton - New Parcel Numbers

Thank you, Michelle for confirming. I believe we are all set on this and will let you know if we need anything else.

Project Area Map



Path: X:\Projects\Bolton\_LAKE\CarbonCredits\BoltonCarbonCredits\BoltonCarbonCredits\20221013\WhittleseyBeachRidgePreserve\_20221012\_FigCLocalScale.mxd 10/31/2022 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





Regional Area Map



Path: X:IProjects/Bolton\_LAKE/CarbonCredits/BoltonCarbonCredits\_20221013/WhittleseyBeachRidgePreserve\_20221012\_FigGRegionalScale.mxd 10/13/2022 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

**Preservation Commitment** 

This conveyance has been examined and the	
Grantor has complied with section 319.202 of the	
Revised Code.	
Transfer # EAGEMENT 9	
Transfer Fee \$	
Conveyance Fee \$	
Filed with the office of Christopher A. Galloway $Date(0.31/21/22By MK)$	



RECORD NUMBER: 2022R029327 RECORDED: 10/31/2022 03:20:11 PM BECKY LYNCH. RECORDER LAKE COUNTY OHIO REC FEE: 138.00 TOTAL PAGES: 15

#### CONSERVATION EASEMENT

This Conservation Easement (the "Easement"), dated October 25, 2022, is made and entered into by and between Western Reserve Land Conservancy, 3850 Chagrin River Road ("Grantor"), and Natural Areas Land Conservancy, 3850 Chagrin River Road ("Grantee", being the Applicant for Clean Ohio Conservation Funds), acting pursuant to Ohio Revised Code ("R.C.") Sections 5301.67 through 5301.70. The parties agree that the Ohio Public Works Commission, 65 East State Street, Suite 312, Columbus, Ohio 43215 ("OPWC"), has the right to enforce this Conservation Easement as if it were a party to this Easement, as its interest may appear herein. This Easement is entered into for the purpose of preserving the property described herein as open space in perpetuity.

This is an agreement for the contribution of a conservation easement and the monitoring and enforcement of that easement. Specifically, the Grantor agrees to donate and convey, and the Grantee agrees to assume, receive, and be the holder of, the Easement. The Grantee, its successors and assigns, agrees to monitor the property described herein in perpetuity and assist with the enforcement of the terms of this Easement.

#### Recitals

- A. Grantor is the owner in fee simple of approximately **85.2530** acres of real property located in Lake County, Ohio, as more specifically described in <u>Exhibit A</u> which is attached hereto and made a part hereof ("**Protected Property**"), pursuant to instruments recorded at Lake County Official Records Instrument Number <u>2020029325</u>.
- B. Pursuant to the Ohio Public Works Commission Project Grant Agreement dated April 14, 2021 (the "Agreement"), Grantee received a grant from the State of Ohio, acting by and through the Director of the OPWC, pursuant to R.C. 164.20 et seq. (the "Grant"). As a condition of receiving the Grant, Grantee must use the Grant funds to purchase the Protected Property and restrict the use of the Protected Property to open space, as further set forth herein.
- C. In order to fulfill Grantee's obligations under the Agreement, Grantee must record a conservation easement in order to maintain the Protected Property as open space in perpetuity.
- D. Grantee is an entity authorized to receive conservation easements under R.C. 5301.69.
- E. Grantor and Grantee entered into an Environmental Covenant instrument (the "Environmental Covenant") with the Ohio Environmental Protection Agency ("OEPA"), which was recorded

\_\_\_\_\_\_, 2022 as Instrument Number \_\_\_\_\_\_\_\_ of Lake County Records, pursuant to R.C. §5301.80 to §5301.92, for the purpose of restoring, maintaining and protecting, in perpetuity, the Conservation Values identified therein by subjecting the property described herein to certain activity and use limitations through that Environmental Covenant intended to fulfill OEPA's requirements through the Water Resource Restoration Sponsor Program ("WRRSP") for the property, and whereas the activity and use restrictions with respect to the Protected Property for the purpose of protecting high quality water resources of said Environmental Covenant are fully incorporated into the Conservation Easement as if fully set forth herein.

- F. Grantor has prepared the Whittlesey Beach Ridge Preserve Protection Plan as approved by Ohio EPA pursuant to said Environmental Covenant (the "**Plan**"), outlining the general long-term management objectives for the Protected Property, as part of the WRRSP requirements and on file with Ohio EPA and with the Grantee.
- G. Grantor and Grantee agree that this Conservation Easement is subordinate to the Environmental Covenant, and that in the event of a conflict between the language of the Environmental Covenant and this Conservation Easement, the language of the Environmental Covenant shall prevail.
- H. Protection of the Protected Property is also made possible through funding provided by a grant awarded through the Great Lakes Restoration Initiative ("GLRI"), a program established to target the most significant environmental problems in the Great Lakes ecosystem, for the purpose of long-term habitat protection within the Upper Mississippi River & Great Lakes Joint Venture Bird Conservation Region (Grant Agreement No. F22AP00667).

NOW THEREFORE, the parties hereto, for themselves and their successors and assigns, hereby agree to the following:

- 1. <u>Granting Clause</u>. Grantor, for the consideration set forth above and the mutual promises, conditions and restrictions set forth herein, conveys to Grantee and its successors and assigns a perpetual conservation easement, as defined by R.C. 5301.67(A), on the Protected Property. The Grantor warrants that Grantor has full authority to grant this Easement, has good and indefeasible fee simple title to the Protected Property described in Exhibit A, that the legal description in Exhibit A is complete and accurate to the best of Grantor's knowledge, and that the Protected Property is free and clear of all liens and encumbrances that are inconsistent with the purpose of this Easement set forth herein. Grantor agrees to defend title to the Protected Property against all lawful claims of all persons.
- 2. <u>Purpose</u>. It is the purpose of this Easement ("**Purpose**") to assure that the Protected Property will be maintained as open space, as defined by R.C. 164.22(A) by preserving and protecting the land through a perpetual restriction on the use of the Protected Property. The Protected Property possesses significant scenic, natural, and aesthetic resource values as an aquatic ecosystem resource (collectively, the "**Conservation Values**") of great importance to Grantor, Grantee, to the residents of the City of Mentor and the Village of Kirtland Hills, Lake County, and to the State of Ohio. This Conservation Easement is granted for the purposes (the "**Conservation Purposes**") of the preservation of forest land for its scenic, natural and aesthetic value, as well as the many benefits resulting from the perpetual preservation of its significant carbon sequestering biomass, together with the right of visual access to and a view of the Protected Property by the general public in its scenic, relatively natural and predominantly undeveloped, wooded condition, which will yield a significant public benefit.
- 3. <u>Responsibilities of the Grantor</u>. The Grantor shall be responsible and perform all of the following obligations:

- a. Grantor shall be responsible for payment of all taxes and assessments levied against the Protected Property.
- b. Grantor shall be responsible for the upkeep and maintenance of the Protected Property consistent with the terms, restrictions and conditions of this Easement.
- 4. <u>Responsibilities of the Grantee</u>.
  - a. Grantee shall take all reasonable and necessary steps for the diligent enforcement of the terms of this Easement.
  - b. Grantee shall conduct annual monitoring of the Protected Property to ensure compliance with the terms of this Easement. Grantee shall provide notice to the Grantor of its intent to enter the Protected Property for purposes of the required annual monitoring.
  - c. Grantee shall conduct investigations of any violation or potential violation of this Easement and take appropriate enforcement action. Grantee shall notify the OPWC of any violation or alleged violation. Grantor and Grantee hereby grant and authorize the OPWC the right to conduct inspections of the Protected Property and to enforce the terms of this Easement as set forth in Paragraph 8 below.
- 5. <u>Restrictions</u>. The parties hereby agree, for themselves and their successors and assigns as future owners of the Protected Property that the Protected Property and interested parties therein shall be subject to the following restrictions:
  - a. The Protected Property shall be maintained to protect watersheds.
  - b. Use and development of the Protected Property must emphasize the following:
    - i. The support of aesthetically pleasing and ecologically informed design;
    - ii. The protection of habitat for rare, threatened, and endangered species or the preservation of high quality, viable habitat for plant and animal species;
    - iii. The preservation of existing high quality wetlands or other scarce natural resources within the geographical jurisdiction of a natural resource advisory council;
    - iv. The enhancement of educational opportunities and provision of physical links to schools and after-school centers;
    - v. The preservation or restoration of water quality, natural stream channels, functioning floodplains, wetlands, streamside forests, and other natural features that contribute to the quality of life in Ohio and to the state's natural heritage;
    - vi. The reduction or elimination of nonnative, invasive species of plants or animals; and
  - c. As specifically set forth in the Agreement, Grantee shall use the Grant funds for the purpose acquisition and long-term ownership of the Whittlesey Beach Ridge Preserve and in furtherance of the perpetual preservation of the conservation values contained thereon.
- 6. <u>Prohibited Uses</u>. Activities on or use of the Protected Property inconsistent with the Purpose of this Easement are prohibited. For purposes of illustration and without limiting the foregoing prohibitions

and restrictions, the following activities and uses are expressly prohibited on the Protected Property, except as otherwise set forth herein:

- a. <u>Construction/Development</u>. There shall be no construction of new buildings or structures or placing of any dwelling, residence, building, athletic or recreational structure, landing strip, helicopter pad, fence or sign, asphalt, concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit line, or any other temporary or permanent structure, improvement or facility on the Protected Property without the express, prior written consent of the OPWC, which consent may be withheld in the OPWC's sole and absolute discretion.
- b. <u>Commercial and Industrial Activity</u>. There shall be no commercial or industrial activity undertaken or allowed on, across or beneath the surface of the Protected Property. No right of passage shall be granted or retained across or upon the Protected Property if that right of passage is used in conjunction with such prohibited activities.
- c. <u>Mining and Mining Operations</u>. Mining or extraction of soil, sand, gravel, oil, natural gas, minerals or other material, from or beneath the surface of the Protected Property, is prohibited. Any activities associated with mining operations, including drilling, excavating, and transportation of any mined material by vehicle, pipeline, or other means, are also prohibited on, across or beneath the surface of the Protected Property.
- d. <u>Hydromodification</u>. Hydromodification projects such as dams, dredging, channelization, sedimentation, and bank clearing are prohibited on the Protected Property.
- e. <u>Water</u>. There shall be no disturbance of streams or other bodies of water on the Protected Property. Grantor and Grantee shall not transfer, encumber, lease, sell, or otherwise separate water rights from title to the Protected Property itself.
- f. <u>Waste and Dumping</u>. Dumping, accumulation, or storage of contaminated soil, noncompostable garbage, abandoned vehicles or parts, appliances, machinery, hazardous substances, or toxic or hazardous waste are prohibited.
- g. <u>Roads</u>. There shall be no building of new roads, parking lots, or other paved surfaces, or the widening of such existing surfaces on the Protected Property without the express, prior written consent of the OPWC.
- h. <u>Utility Services and Septic Systems</u>. Activities described in the existing utility easements or rights-of-way on the Protected Property recorded in the Official Land Records in Lake County as of the date this Easement is recorded are permitted. Otherwise, the granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunication towers, wind farms, or other similar types of utilities is prohibited.
- i. <u>Motorized Vehicle Use</u>. There shall be no use of motor vehicles on the Protected Property or grant of permission for such use except as necessary for maintenance and management of the Protected Property law enforcement and public safety purposes, or as deemed necessary by Grantor.
- j. <u>Surface Alterations</u>. There shall be no removal, filling, or other disturbances of soil surface, and no changes in topography, surface or subsurface water systems, wetlands, or natural habitat.

- k. <u>Trails</u> Limited development of foot trails (including boardwalks and bridges) for hiking, photography, or nature observation may be permitted upon the condition that their construction and use shall produce minimum levels of disturbance to the environment and that their construction and use shall not be detrimental to the Conservation Values of this Easement.
- 1. <u>Vegetation Controls</u>. Except for those actions that are necessary for environmental preservation, management or restoration purposes, for the protection of human health and safety, or for the maintenance of a diversity of naturally occurring habitat types and control of exotic species of plants, there shall be no removal, destruction, cutting, trimming, or mowing of any trees or other vegetation.
- 7. <u>Grantor's Reserved Rights</u>. Grantor reserves for itself, its successors and assigns, all rights and privileges as owner of the Protected Property to use the Protected Property for all purposes that are not expressly prohibited by this Easement or the Environmental Covenant and are not inconsistent with the Purpose of this Easement. The following rights are expressly reserved by the Grantor:
  - a. <u>Conveyance</u>. Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is made subject to this Easement and written notice is provided to Grantee and the OPWC in accordance with Paragraph 14 below.
  - b. <u>Signage</u>. Grantor may place interpretive signs, such as signs identifying that the Protected Property is protected by this Easement, or signs identifying prairie habitat improvements, as well as "no hunting," "no trespassing" or similar signs on the Protected Property.
  - c. <u>Restoration and Maintenance</u>. Grantor may perform restoration and maintenance of the Protected Property in any manner that is consistent with the purposes for which this Easement is granted; provided that all such activities do not have a significant adverse effect on the Conservation Values and are otherwise consistent with the limitations and restrictions imposed within the Environmental Covenant and the Plan associated therewith.
- 8. <u>Rights and Remedies of Grantee and the OPWC</u>. In order to comply with and enforce the terms of this Easement, the Grantee and the OPWC shall have the following rights and remedies:
  - a. <u>Right of Entry</u>. Grantee shall have the right to enter the Protected Property in a reasonable manner and at a reasonable time, with advance notice to the Grantor, for the purposes of: (i) inspecting the Protected Property to determine if Grantor is complying with the provisions of this Easement; and (ii) obtaining evidence for the purpose of seeking judicial enforcement of this Easement. The OPWC shall have the right to enter the Protected Property after notifying Grantor as needed to exercise its rights pursuant to this Paragraph 8 of this Easement. All notices to the Grantor under this Paragraph may be made either in writing or verbally, at the discretion of the party providing the notice.
  - b. <u>Right of Enforcement</u>. If Grantee or the OPWC, in its discretion, determines that a material and potentially irreversible violation of this Easement has occurred or is imminent, Grantee and/or the OPWC may take legal action, without prior notice to Grantor, to enforce the terms of this Easement, to enjoin the violation, and/or to require Grantor to restore the Protected Property to its condition prior to the violation. If Grantee determines that a minor, or reversible, violation has occurred or is threatened, and that such violation should be remedied or prevented, Grantee shall first inform Grantor in writing of the nature of the violation, and request Grantor to take corrective action to cure or avoid the violation and/or to restore any damage to the Protected Property that has occurred as a result of the violation. If Grantor fails

to correct any such violation within a reasonable period of time (not to exceed 30 days), Grantee and/or the OPWC may take appropriate legal action to enjoin the violation and/or to require Grantor to restore the Protected Property to its condition prior to the violation.

- c. <u>Right of Enforcement of the Ohio Public Works Commission</u>. The restrictions set forth in this Easement shall be perpetual for the benefit of, and shall be enforceable by, the OPWC. The OPWC shall have the right to enforce all restrictions, conditions, and covenants of both Grantor and Grantee set forth herein by any proceedings at law or in equity. The OPWC may exercise this right of enforcement under any authority available under state or federal law if Grantee fails or is unable to enforce any of the terms of the Easement, as determined in the sole discretion of the OPWC Director. No delay or omission by Grantee or the OPWC in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver thereof.
- d. <u>Right to Recovery of Costs</u>. The Grantee and/or the OPWC shall have the right to recover from Grantor reasonable costs incurred in enforcing this Easement, including reasonable attorneys' fees and reasonable costs of restoration of the Protected Property. Grantor shall have no liability to restore the Protected Property with respect to damage caused by natural acts or other occurrences beyond Grantor's control.
- Remedies. In the event that Grantee becomes aware of a violation of the terms of this e. Easement, Grantee shall give notice to Grantor at Grantor's last known post office address of such violation via certified mail, return receipt requested, with a copy to the OPWC, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition. Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to enforce, by proceedings at law or in equity, the provisions of this Easement, including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of the recording of this Easement. Grantee shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of the Easement by any prior failure to act. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the intended use of the Protected Property, Grantee may pursue its remedies under this Paragraph 8(e) without prior notice to the Grantor or without waiting for the period for cure to expire. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceeding against the Grantor for any changes to the Protected Property due to acts or other occurrences beyond the Grantor's control, such as changes caused by fire, flood, or storm. Grantor shall notify Grantee of any occurrence which would adversely affect or interfere with the Purpose of this Easement, whether caused by the acts or omissions of Grantor or third parties.
- f. <u>Other Remedies</u>. Grantee shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and Grantor waives any bond requirement otherwise applicable to any petition for such relief. Grantee shall have the right to report to regulatory authorities any environmental conditions or any potential or actual violations of environmental laws, including noxious weed laws, with respect to the Protected Property. In the event Grantor or Grantee becomes involved in legal proceedings against the other to enforce such party's respective rights or interests under this Easement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorneys' fees incurred in connection with any such proceedings. However, the immediately preceding sentence shall not apply to the OPWC if the OPWC exercises its rights under this Easement.

- 9. <u>Perpetual Burden and Modification of Easement</u>. This Easement shall run with and burden the Protected Property in perpetuity and shall bind the Grantor and the Grantee, their heirs, successors, agents, and assigns. This Easement shall not be amended, released, extinguished or otherwise modified without the prior written consent of the OPWC, which consent may be withheld in its sole and absolute discretion.
- 10. Enforcement. If Grantor, or its successors or assigns as owner of the Property, as described in Exhibit A, should fail to observe the covenants and restrictions, the Grantor or its successors or assigns, as applicable, shall pay to the OPWC upon demand from the Director the following: (i) all Grant funds disbursed to the Declarant under the OPWC Project Agreement; and (ii) liquidated damages equal to 100% of the funds disbursed by the OPWC for the Project. Grantor acknowledges and agrees that (a) it is extremely difficult and impractical to ascertain the extent of the damages caused by a breach of the covenants and restrictions set forth in this Easement; (b) the provisions of this Easement are unique and money damages would not provide an adequate remedy for any breach thereof; and (c) the remedies set forth in this Paragraph 10 are reasonable and appropriate and are a specifically-bargainedfor material inducement for and condition to, without limitation, the OPWC making the Grant. Notwithstanding anything in this Easement or any other document, agreement or application executed or delivered in connection with the Grant to the contrary, the covenants and restrictions set forth in this Easement shall continue in full force and effect notwithstanding Grantor's payment of the liquidated damages contemplated in this Paragraph 10, and the OPWC's receipt of any such liquidated damages payment shall not be construed as a release or waiver of the covenants and restrictions set forth in this Easement. The OPWC shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and covenants set forth herein. Failure by the OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce later the original violation or a subsequent violation.
- 11. <u>Transfer of the Easement.</u> Grantor and Grantee acknowledge that the Grant for this Easement is specific to Grantee and that the OPWC's approval of Grantee's application for the Grant was made in reliance on Grantee's continued ownership and control of the easement through its successors and assigns. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the easement including, without limitation, surface rights or interests or rights or interests in soil, sand, gravel, oil, natural gas minerals or other materials, or interests in or control of Grantee, without the prior written consent of the OPWC, which consent may be withheld by either in their sole and absolute discretion, and with notice to the Grantor. If Grantee fails to observe this condition, Grantee shall pay to the OPWC, upon demand, as liquidated damages, the amount set forth in Paragraph 10 above.
- 12. <u>Severability</u>. Each provision of this Easement is independent of and severable from the remainder of this Easement. If any provision contained herein shall be held to be invalid or unenforceable, or not to run with the land, such holding shall not affect the validity or enforceability of the remaining provisions of this Easement.
- 13. <u>Grantee Representation</u>. Grantee is a duly organized and validly existing political subdivision of the State of Ohio or a non-profit corporation in good standing under the laws of the State of Ohio and is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- 14. <u>Notices</u>. Notices or any communication relating to this Easement shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company. Notices or communications may also be personally delivered. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party hereto shall notify the other parties of a change of

address according to the provisions of this paragraph. The notice addresses of the parties are as follows:

Grantor:	Western Reserve Land Conservancy 3850 Chagrin River Road Moreland Hills, OH 44022 Attention: President or General Counsel
Grantee:	Natural Areas Land Conservancy 3850 Chagrin River Road Moreland Hills, OH 44022 Attention: President or General Counsel
OPWC:	Ohio Public Works Commission 65 East State Street, Suite 312 Columbus, Ohio 43215 Attn: Director

To have and to hold unto Grantee and the OPWC for perpetuity, the covenants agreed to and restrictions imposed, as aforesaid, shall be binding upon the Grantor, its heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Conservation Easement to be executed this 25 day of October 2022.

GRANTOR:

#### WESTERN RESERVE LAND CONSERVANCY

By:

Name: Robert B. Owen Title: Assistant Secretary

STATE OF OHIO ) ) SS COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this day of October 2022 by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public



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

GRANTEE:

NATURAL AREAS LAND CONSERVANCY By:

Name: Richard D. Cochran Title: President

STATE OF OHIO ) ) SS COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 25 day of October, 2022 by Richard D. Cochran, President of Natural Areas Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public





Attachment: Description of Property

## EXHIBIT A Description of Real Property

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#### EXHIBIT A

#### POLARIS ENGINEERING & SURVEYING INC. - 34600 CHARDON ROAD - WILLOUGHBY HILLS - OHIO

#### 85.2530 ACRE PARCEL

#### LEGAL DESCRIPTION OF 55.6402 ACRES PARCEL A – CITY OF MENTOR

SITUATED IN THE CITY OF MENTOR, COUNTY OF LAKE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOTS 2, 3, 6 & 7, TRACT 2, ORIGINAL MENTOR TOWNSHIP, BEING TOWNSHIP NUMBER 10 IN THE 9TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF JOHNNYCAKE RIDGE ROAD (WIDTH VARIES) A.K.A. STATE ROUTE 84 AS SHOWN BY VOLUME C, PAGE 145 OF LAKE COUNTY ROAD RECORDS AND CENTER STREET (WIDTH VARIES) A.K.A STATE ROUTE 615 AS SHOWN BY CENTERLINE PLAT RECORDED IN VOLUME 41, PAGE 18 OF LAKE COUNTY PLAT RECORDS;

THENCE NORTH 89°06'22" EAST, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, 1660.33 FEET TO A POINT OF CURVATURE;

THENCE **935.72 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 834.57 FEET, A CENTRAL ANGLE OF 64°14'24" AND AN 887.47 FEET CHORD THAT BEARS SOUTH 58°46'26" EAST TO THE PRINCIPAL PLACE OF BEGINNING;

**COURSE 1:** THENCE **84.87 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 834.57 FEET, A CENTRAL ANGLE OF 5°49'36" AND AN 84.84 FEET CHORD THAT BEARS SOUTH 23°44'26" EAST TO A POINT OF TANGENCY;

COURSE 2: THENCE SOUTH 20°49'38" EAST, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, 779.41 FEET TO A POINT OF CURVATURE;

**COURSE 3:** THENCE **118.53 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 9°23'50" AND AN 118.39 FEET CHORD THAT BEARS SOUTH 25°31'33" EAST TO THE NORTH WEST CORNER OF LAND CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., BY DOCUMENT: 2018R005235 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 16-A-013-0-00-017-0);

**COURSE 4:** THENCE **SOUTH 04°03'28" WEST**, ALONG THE WESTERLY LINE OF SAID WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., PASSING THROUGH A 5/8 INCH IRON PIN SET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD AT 51.15 FEET, **225.13 FEET** TO A <sup>3</sup>/4 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN AND THE CORPORATION LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS; **COURSE 5:** THENCE **SOUTH 88°20'28'' WEST**, ALONG SAID CORPORATION LINE, **1065.09 FEET** TO A 1 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN, SAID POINT ALSO BEING IN THE EASTERLY LINE OF SAID LOT 2;

COURSE 6: THENCE SOUTH 00°49'31" EAST, ALONG SAID CORPORATION AND LOT LINE, 890.17 FEET TO A 5/8 INCH IRON PIN SET AT AN ANGLE POINT THEREIN;

COURSE 7: THENCE SOUTH 00°48'56" EAST, ALONG SAID CORPORATION AND LOT LINE, 1334.14 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 8: THENCE SOUTH 88°50'34" WEST, 462.82 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 9: THENCE NORTH 04°46'13" WEST, 47.23 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 10: THENCE NORTH 76°32'59" WEST, 70.47 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 11: THENCE NORTH 16°46'10" WEST, 579.58 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 12: THENCE NORTH 02°59'30" EAST, 152.57 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 13: THENCE NORTH 41°14'07" EAST, 353.87 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 14: THENCE NORTH 04°15'19" EAST, 326.98 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 15: THENCE NORTH 28°16'09" EAST, 135.26 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 16: THENCE NORTH 02°28'09" EAST, 787.07 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 17: THENCE NORTH 29°29' 51" WEST, 489.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 18: THENCE NORTH 19°50'46" EAST, 165.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 19: THENCE NORTH 10°09'58" EAST, 256.26 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 20: THENCE NORTH 53°50'49" EAST, 78.94 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 21: THENCE NORTH 89°10' 29" EAST, 711.26 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 22: THENCE NORTH 53°20'02" EAST, 256.76 FEET TO A 5/8 INCH IRON PIN SET;

**COURSE 23: THENCE NORTH 63°53'28" EAST**, PASSING THROUGH A 5/8 INCH IRON PIN SET AT 175.00 FEET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, **205.00 FEET** TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING **55.6402 ACRES** OF LAND (OF WHICH THE PRESENT ROAD OCCUPIES 0.6924 ACRES OF LAND), BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN SEPTEMBER 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER
4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP POLARIS "7388".

## LEGAL DESCRIPTION OF 29.6128 ACRES PARCEL B – VILLAGE OF KIRTLAND HILLS

SITUATED IN THE VILLAGE OF KIRTLAND HILLS, COUNTY OF LAKE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF THE BLOSS LOT AND LOT 3, TRACT 2, ORIGINAL MENTOR TOWNSHIP, BEING TOWNSHIP NUMBER 10 IN THE 9TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF JOHNNYCAKE RIDGE ROAD (WIDTH VARIES) A.K.A. STATE ROUTE 84 AS SHOWN BY VOLUME C, PAGE 145 OF LAKE COUNTY ROAD RECORDS AND CENTER STREET (WIDTH VARIES) A.K.A STATE ROUTE 615 AS SHOWN BY CENTERLINE PLAT RECORDED IN VOLUME 41, PAGE 18 OF LAKE COUNTY PLAT RECORDS;

THENCE NORTH 89°06'22" EAST, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, 1660.33 FEET TO A POINT OF CURVATURE;

THENCE **1020.59 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 834.57 FEET, A CENTRAL ANGLE OF 70°04'00"AND AN 958.17 FEET CHORD THAT BEARS SOUTH 55°51'38" EAST TO A POINT OF TANGENCY;

THENCE **SOUTH 20°49'38" EAST**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, **779.41 FEET** TO A POINT OF CURVATURE;

THENCE **118.53 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 9°23'50" AND AN 118.39 FEET CHORD THAT BEARS SOUTH 25°31'33" EAST TO THE NORTH WEST CORNER OF LAND CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., BY DOCUMENT: 2018R005235 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 16-A-013-0-00-017-0);

THENCE **SOUTH 04°03'28" WEST**, ALONG THE WESTERLY LINE OF SAID WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., PASSING THROUGH A 5/8 INCH IRON PIN SET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, **225.13 FEET** TO A <sup>3</sup>/<sub>4</sub> INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN AND THE CORPORATION LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS;

THENCE **SOUTH 88°20'28'' WEST**, ALONG SAID CORPORATION LINE, **185.00 FEET** TO A 5/8 INCH IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1 THENCE SOUTH 61°06'31" WEST, 168.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 2 THENCE SOUTH 08°58'56" WEST, 270.00 FEET TO A 5/8 INCH IRON PIN SET;

COURSE 3 THENCE SOUTH 06°04'34" EAST, 375.00 FEET TO A 5/8 INCH IRON PIN SET IN THE NORTHERLY LINE OF LAND CONVEYED TO KAREN & NORM LOCKER, BY DOCUMENT: 2013R001223 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 22-A-005-0-00-017-0);

COURSE 4 THENCE SOUTH 89°55'26" WEST, ALONG THE NORTHERLY LINE OF SAID KAREN & NORM LOCKER, 300.00 FEET TO A 5/8 INCH IRON PIN FOUND AT THE NORTHWEST CORNER THEREOF;

COURSE 5 THENCE SOUTH 00°49'44" EAST, ALONG THE WESTERLY LINE OF SAID KAREN & NORM LOCKER, 564.63 FEET TO A 5/8 INCH IRON PIN SET AT AN ANGLE POINT THEREIN;

**COURSE 6** THENCE **SOUTH 00°58'53" EAST**, ALONG THE WESTERLY LINE OF SAID KAREN & NORM LOCKER, AND THE WESTERLY LINE OF LAND CONVEYED TO KSENIA MCGRATH, BY DOCUMENT 2020R035261 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 22-A-005-A-00-006-0), ALSO BEING THE WESTERLY LINE OF THE CHARDONWOOD ESTATES SUBDIVISION, AS RECORDED VOLUME O, PAGE 106 OF LAKE COUNTY PLAT RECORDS, **521.61 FEET** TO A DIMPLE FOUND IN A 4 INCH CLAY TILE FILLED WITH CONCRETE FOUND AT AN ANGLE POINT THEREIN;

**COURSE 7** THENCE **SOUTH 05°44'38" EAST**, ALONG THE WESTERLY LINE OF SAID KSENIA MCGRATH, AND THE WESTERLY LINE OF LAND CONVEYED TO MICHAEL BAIRD, BY DOCUMENT: 2003R031991 OF LAKE COUNTY DOCUMENT RECORDS (PERMANENT PARCEL NUMBER 22-A-005-A-00-004-0), ALSO BEING THE WESTERLY LINE OF SAID CHARDONWOOD ESTATES SUBDIVISION, **679.84 FEET** TO A 5/8 INCH IRON PIN SET IN THE NORTHERLY SIDELINE OF INTERSTATE 90 – STATE ROUTE 1, A.K.A. O.D.O.T LAK-1-6.97, PER CENTERLINE SURVEY PLAT VOL. N, PG. 38, 1960) AND (O.D.O.T LAK-IR 90/ S.R. 615-9.26/1.51, PER CENTERLINE SURVEY PLAT VOL. 41, PG. 18, 2002;

COURSE 8 THENCE SOUTH 78°56'23" WEST, ALONG THE NORTHERLY SIDELINE OF SAID INTERSTATE 90, 487.90 TO A 5/8 INCH IRON PIN SET, SAID POINT BEING IN THE WESTERLY LINE OF SAID BLOSS LOT;

**COURSE 9** THENCE **NORTH 00°48'56" WEST,** ALONG THE WESTERLY LINE OF SAID BLOSS LOT, PASSING THROUGH A 5/8 INCH IRON PIN SET AT **94.42 FEET** AT THE NORTHWEST CORNER OF SAID BLOSS LOT, ALSO BEING A SOUTHEAST CORNER OF THE CITY OF MENTOR, ALONG THE LINE BETWEEN LOTS 2 AND 3 OF TRACT 2, ALSO BEING THE CORPORATION LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS, A TOTAL DISTANCE OF **1661.90 FEET** TO A 1-1/2 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN;

COURSE 10 THENCE NORTH 00°49'31" WEST, ALONG SAID CORPORATION AND LOT LINE, 890.17 FEET TO A 1 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN;

COURSE 11 THENCE NORTH 88°20'28" EAST, ALONG SAID CORPORATION LINE, 880.10 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 29.6128 ACRES OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN SEPTEMBER 2022 BY **RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388** OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP POLARIS "7388".

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE **85.2530 ACRES**, **55.6402 ACRES** WITHIN THE **CITY OF MENTOR**, CONSISTING OF A PORTION OF 16-A-011-0-00-017-0 (1.9167 AC.), 16-A-011-0-00-001-0 (14.6594 AC.), 16-A-013-0-00-021-0 (0.6287 AC.), 16-A-013-0-00-016-0 (21.3815 AC.), 16-A-011-0-00-002-0 (3.5890AC.), 16-A-011-0-00-003-0 (5.6244 AC.), 16-A-011-0-00-004-0 (6.1610 AC.), 16-A-011-0-00-014-0 (1.2533 AC.), 16-A-011-0-00-015-0 (0.3949 AC.), 16-A-011-0-00-005-0 (0.0313 AC.) AND **29.6128 ACRES** WITHIN THE **VILLAGE OF KIRTLAND HILLS**, CONSISTING OF A PORTION OF 22-A-005-0-00-013-0 (12.2524 AC.), 22-A-005-0-00-014-0 (4.8423 AC.), 22-A-005-0-00-012-0 (3.6511 AC.) AND 22-A-005-0-00-011-0 (8.8670 AC.).



Richar H. Thompson fr.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 09/29/21

C:\USERS\KCOPE\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\GVDZTV0L\LEGAL DESCRIPTION - CONSERVATION PARCEL.DOC

This conveyance has been examined and the
Grantor has complied with section 319.202 of the
Revised Code.
Transfer # SPUT
Transfer Fee \$ 2.00
Conveyance Fee \$
Filed with the office of Christopher A. Galloway
Date 0 21 267 By MA

OHIO REAL TITLE



RECORD NUMBER: 2022R029328 RECORDED: 10/31/2022 03:20:12 PM BECKY LYNCH. RECORDER LAKE COUNTY OHIO REC FEE: 58.00 TOTAL PAGES: 5

#### **QUIT-CLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS** that **MAS Landholdings LLC**, an Ohio nonprofit limited liability company, claiming title by or through an instrument recorded as Instrument No. 202009399 , of Lake County Records, for the consideration of Ten Dollars (\$10.00) and other valuable consideration received to its full satisfaction of **MAS Landholdings LLC** ("**Grantee**"), whose tax mailing address is P.O. Box 252, Chesterland, Ohio 44026 does by these presents absolutely hereby give, grant, remise, release and forever quit-claim unto **Grantee**, its successors and assigns forever, all such right and title as **Grantor**, has or ought to have in and to the following described piece or parcel of land (the "**Premises**"), situated in the City of Mentor and Village of Kirtland Hills, Lake County, Ohio:

## SEE <u>EXHIBIT "A"</u> ATTACHED HERETO AND INCORPORATED HEREIN

Subject to the restriction that the Premises shall at all times be used by the owner hereof as incidental to and in furtherance of the conservation purposes pursuant to which the immediately adjacent parcel along the western boundary of the Premises, known at the time of the recording of this Quit-Claim Deed as all or portions of Lake County permanent parcel numbers 16-A-013-0-00-021-0, 22-A-005-0-00-012-0, 22-A-005-0-00-011-0, 16-A-011-0-00-015-0, 16-A-011-0-00-004-0, 22-A-005-0-00-013-0, 16-A-011-0-00-002-0, 16-A-011-0-00-003-0, 22-A-005-0-00-014-0, 16-A-011-0-00-001-0, 16-A-013-0-00-016-0, 16-A-011-0-00-017-0, 16-A-011-0-00-005-0 and 16-A-011-0-00-014-0 and containing approximately 85.2530 acres, is being used and, without limitation, the owner thereof will not disturb the wooded character thereof nor (except in the furtherance of customary forestry purposes) remove any mature trees from said Premises. Nothing herein shall be deemed to restrict or prohibit use of the Premises for residential purposes as it is being used at the time of this grant; provided that there is never more than one single-family residence and associated structures as permitted by local zoning regulations.

IN WITNESS WHEREOF, Grantor has executed this Deed this 25th day of October, 2022.

### **GRANTOR:**

## **MAS Landholdings LLC**

By:

Alex M. Czayka

Its: Manager

## STATE OF OHIO ) ) SS: COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 25<sup>th</sup> day of October, 2022 by Alex M. Czayka, Manager of MAS Landholdings LLC, an Ohio nonprofit limited liability company, on behalf of the company.

Notary Public



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

## EXHIBIT A

#### Legal Description

## LEGAL DESCRIPTION OF PARCEL A 5.7486 ACRES CITY OF MENTOR & THE VILLAGE OF KIRTLAND HILLS

SITUATED IN THE CITY OF MENTOR & VILLAGE OF KIRTLAND HILLS, COUNTY OF LAKE AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 3 OF TRACT 2, ORIGINAL MENTOR TOWNSHIP, BEING TOWNSHIP NUMBER 10 IN THE 9TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF LITTLE MOUNTAIN ROAD (60 FEET WIDE) AND JOHNNYCAKE RIDGE ROAD (60 FEET WIDE) A.K.A ROUTE 84;

THENCE **SOUTH 88°35'52'' WEST**, ALONG THE CENTERLINE OF SAID, JOHNNYCAKE RIDGE ROAD **47.67 FEET** TO A POINT OF CURVATURE;

THENCE **623.77 FEET**, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 49°27'20" AND AN 604.59 FEET CHORD THAT BEARS NORTH 66°40'28" WEST TO THE PRINCIPAL PLACE OF BEGINNING;

<u>COURSE 1</u>: THENCE SOUTH 00°47'21" EAST, PASSING THROUGH A PIN SET AT 44.45 FEET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, A TOTAL DISTANCE OF 217.88 FEET TO A PIN SET;

COURSE 2: THENCE SOUTH 89°55'26" WEST, 146.96 FEET TO A PIN SET;

<u>COURSE 3</u>: THENCE SOUTH 00°04'34" EAST, 612.95 FEET TO A PIN SET IN THE NORTHERLY LINE OF LAND CONVEYED TO WILLIAM R. KOVACS, BY DOCUMENT: 2003R046550 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 22-A-005-0-00-016-0);

<u>COURSE 4</u>: THENCE SOUTH 89°55'26" WEST, ALONG THE NORTHERLY LINE OF SAID WILLIAM R. KOVACS AND THE NORTHERLY LINE OF LAND CONVEYED TO KAREN & NORM LOCKER, BY DOCUMENT: 2013R001223 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 22-A-005-0-00-017-0), 294.19 TO A PIN SET;

COURSE 5: THENCE NORTH 06°04'34" WEST, 375.00 FEET TO A PIN SET:

COURSE 6: THENCE NORTH 08°58'56" EAST, 270.00 FEET TO A PIN SET:

<u>COURSE 7</u>: THENCE NORTH 61°06'31'' EAST, 168.00 FEET TO A PIN SET IN THE LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS;

**COURSE 8**: THENCE **NORTH 88°20'28'' EAST**, ALONG THE SAID LINE BETWEEN THE CITY OF MENTOR AND THE VILLAGE OF KIRTLAND HILLS, **185.00 FEET** TO A 3/4 INCH IRON PIPE FOUND AT AN ANGLE POINT THEREIN;

**COURSE 9:** THENCE **NORTH 04°03'28'' EAST**, ALONG AN EASTERLY LINE FORMERLY CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD., BY DOCUMENT: 2018R005235 OF LAKE COUNTY DOCUMENT RECORDS (P.P.N. 16-A-013-0-00-016-0) PASSING THROUGH A PIN SET AT 173.98 FEET IN THE SOUTHERLY LINE OF SAID JOHNNYCAKE RIDGE ROAD, A TOTAL DISTANCE OF **225.13 FEET** TO THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD;

COURSE 10: THENCE 147.85 FEET, ALONG THE CENTERLINE OF SAID JOHNNYCAKE RIDGE ROAD, BEING AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING AN RADIUS OF 722.66 FEET, A CENTRAL ANGLE OF 11°43'19" AND AN 147.59 FEET CHORD THAT BEARS SOUTH 36°05'08" EAST TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 5.7486 ACRES OF LAND (OF WHICH THE PRESENT ROAD OCCUPIES 0.1008 ACRES OF LAND), WHICH 0.3598 ACRES ARE IN THE CITY OF MENTOR, AND 5.3888 ACRES ARE IN THE VILLAGE OF KIRTLAND HILLS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN OCTOBER 2021 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP POLARIS "7388".

THE INTENT OF THIS DESCRIPTION IS TO COMBINE P.P.N. 16-A-013-0-00-017-0 (0.3598 ACRES -CITY OF MENTOR) WITH ALL OF P.P.N. 22-A-005-0-00-015-0 (0.3647 ACRES - VILLAGE OF KIRTLAND HILLS) AND 0.4628 ACRES FROM P.P.N. 22-A-005-0-00-018-0, (VILLAGE OF KIRTLAND HILLS) AND 4.5613 ACRES FROM P.P.N. 22-A-005-00-014-0 (VILLAGE OF HILLS) OF LAND CONVEYED TO WILLIAM B. BOLTON & BOLTON PROPERTIES LTD.,

 $r_{d}$ Legal Description Approved For Transfer Lake County Engineer and the Approved by the Villese of Kirkland Hills BJ.M A KACAMANA 5 RICHARD 0 Α. THOMPSON, JR. \* N PROVINCE STORAL SURVE 2000 CONAL Chief of Police Ruha 1x1. Thompson fr. PRE-APPROVED RICHARD A. THOMPSON JR., OHIO REGISTERED **Lake County Engineer** PROFESSIONAL LAND SURVEYOR #7388 12/13/21 Tax Map Department APPROVED BY THE CITY OF MENTOR PLANNING AND ZONING DIVISION SIGNATURE DATE

## EXHIBIT B

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# Permanent Parcel and Prior Instrument Reference Numbers

All or a portion of the following existing Permanent Parcel Numbers: 22-A-005-0-00-018-0, 22-A-005-0-00-015-0, 16-A-013-0-00-017-0; 22-A-005-0-00-014-0.

Prior Instrument Reference Number: 2018R005235

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NAI-1534079795v4

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Zoning Maps



Path: X:\Projects\Bolton\_LAKE\CarbonCredits\BoltonCarbonCredits\_20221004\BoltonCarbonCredits\_20221004.aprx 10/31/2022 sj



Zoning Description(s)

## City of Mentor Zoning



District and Statement		Minimum Area				Maximum Units
of Purpose		and Width *	Minimum	Maximum	Minimum Floor	per Acre
	Permitted Uses		Setbacks *	Height	Area	
(a) Single Family R-1	(1) Single family	12,000 sq. ft.	50' Front	Main	One Story	3.0
	residences	75'	10' Each Side	Structure	1,100 sq. ft.	
The purpose of this	(2) Greenhouses, the		50' Rear	35'	More than one	
district shall be to	products of which are			Accessory	story	
provide locations for	used only for the			Structure	1,100 sq. ft.	
low density single	persons living on the			15'		
family development.	premises.					
Certain other uses						
compatible with and in						
support of such uses						
shall also be permitted.						

District and Statement of Purpose (b) Single-Family R-2. Purpose same as R-1	Permitted Uses Same as R-1	Minimum Area and Width * 15,000 sq. ft. 80'	Minimum Setbacks * Same as R-1	Maximum Height Same as R-1	Minimum Floor Area One Story 1,200 sq. ft. More than	Maximum Units per Acre 2.5
					One Story 1,350 sq. ft.	
(c) Single-Family R-3. Purpose same as R-1	Same as R-1	18,000 sq. ft. 90'	50' front 10' each side 50' rear	Main structure - 35' Accessory structure - 15'	One Story 1,400 sq. ft. More than One Story 1,600 sq. ft	2.0
(d) Single Family R-4. Purpose same as R-1.	<ol> <li>Uses as permitted in R-1</li> <li>Roadside stands</li> <li>Agricultural and horticultural uses with a conditional use permit (CUP)</li> <li>Child daycare centers with a conditional use permit (CUP)</li> </ol>	22,000 sq. ft. 100'	60' front 15' each side 50' rear	Same as R-3	One Story 1,500 sq. ft. More than One Story 1,800 sq. ft.	2.0

District and Statement	Permitted Uses	Minimum Area	Minimum	Maximum	Minimum Floor	Maximum Units
of Purpose		and Width *	Setbacks *	Height	Area	per Acre
(i) Conservation - C-1	(1) All uses permitted in	5 acres	100' front	35' or higher	2,000 sq. ft.	0.2
The purpose of this	R-4	200 feet	50' rear	with CUP		
district is to conserve			20' each side			
and protect ecologically						
sensitive areas and other	(2) Agricultural and					
special areas with	horticultural uses					
unique features						

https://codelibrary.amlegal.com/codes/mentor/latest/mentor\_oh/0-0-0-18203

## Village of Kirtland Hills Zoning



## 1145.01 FARM AND RESIDENCE DISTRICT.

Within the Farm and Residence District, no building or premises shall be erected, used, arranged or designed to be used in whole or in part for other than the following uses:

- (a) Single family dwellings.
- (b) Public facilities with a conditional use permit.

- (c) Public and private schools with a conditional use permit.
- (d) Farms and nurseries.

(e) Roadside stands for the sale only of produce grown on a farm on which the roadside stand is located with a conditional use permit.

- (f) Churches with a conditional use permit.
- (g) Accessory buildings.
- (h) Real estate, residence and institution identification signs.
- (i) Non-profit arboretums with a conditional use permit.
- (j) Accessory uses with a conditional use permit. (Ord. 04-97-05. Passed 4-21-97.)

## 1145.02 MINIMUM LOT REQUIREMENTS.

(a) <u>Area.</u> Within the Farm and Residence District, all lots or parcels shall have a minimum area of five acres. No building shall be erected, altered, used or occupied on any parcel or lot which consists of less than five acres in area, nor shall any lot area be diminished below said minimum.

There shall be permitted only one dwelling per lot. The lot area required herein for a building shall not be included as part of the required lot area of any other building. That portion of any lot lying within a street or road right of way shall not be used in computing minimum lot area, unless the plat of such lot was recorded prior to the effective date of this Zoning Ordinance.

(b) <u>Width and Frontage</u>. All lots or parcels shall have frontage on a duly dedicated public street or right of way and shall have a lot width of not less than 250 feet at the building setback line. No building or structure shall be erected on any lot which does not meet the frontage or width requirements of this section.

Council may for good cause permit the creation of flag lots where it determines that the public interest of the Village is served by such action.

(Ord. 3-89-05. Passed 3-1-89.)

Threat of Loss Demonstration



ath: X:\Projects\Bolton\_LAKE\CarbonCredits\BoltonCarbonCredits\_20221013\BoltonCarbonCredits\_20221013.aprx 10/13/2022

Attestation of No Double Counting and No Net Harm



# Whittlesey Beach Ridge Preserve Attestation of No Double Counting of Credits & No Net Harm

I am the Assistant Secretary of Western Reserve Land Conservancy and make this attestation regarding the no double counting of credits and no net harm from this tree preservation project, Whittlesey Beach Ridge Preserve.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Double Counting by Applying for Credits from another Registry

Western Reserve Land Conservancy has not and will not seek credits for  $CO_2$  for the project trees or for this project from any other organization or registry issuing credits for  $CO_2$  storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same CO<sub>2</sub> Storage Western Reserve Land Conservancy has not and will not apply for a project including the same trees as this project nor will it seek credits for CO<sub>2</sub> storage for the project trees or for this project in any other project or more than once.

4. No Net Harm

The trees preserved in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are preserved for the benefits they deliver to people, communities, and the environment in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

Signed on <u>November 7<sup>th</sup></u> in 2022, by <u>Robert B. Owen, Assistant Secretary</u>, for <u>Western Reserve Land</u> <u>Conservancy</u>.

Signature

<u>rowen@wrlandconservancy.org</u>

Attestation of Additionality



# Whittlesey Beach Ridge Preserve Attestation of Additionality

I am the Assistant Secretary of the Western Reserve Land Conservancy and make this attestation regarding additionality from this tree preservation project, Whittlesey Beach Ridge Preserve.

- Project Description
  - The Project that is the subject of this attestation is described more fully in our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.
- Prior to the start of the Project, the trees in the Project area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
- Prior to the start of the Project, the zoning in the Project area allowed for a non-forest use
- Prior to the start of the Project, the trees in the Project area faced a threat or risk of removal or conversion out of forest
- Western Reserve Land Conservancy recorded in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the Project duration of 40 years
- Additionality is also embedded in the quantification methodology that our project followed. Projects cannot receive, and our project will not receive, credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred. Our project also had to apply a discount to credited carbon for potential displaced development due to the project.
- Project Implementation Agreement for Project Duration
  - Western Reserve Land Conservancy signed a Project Implementation Agreement with City Forest Credits for 40 years.

Signed on November 7<sup>th</sup> in 2022, by Robert B. Owen, Assistant Secretary, for Western Reserve Land Conservancy.

Signature

Robert B. Owen Printed Name

\_440.528.4150\_\_\_\_\_ Phone

rowen@wrlandconservancy.org\_\_\_\_\_ Email Carbon Quantification Tool

# City Forest Credits - Preservation Protocol Carbon Quantification Calculator

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Project Operator				
Project Name	Whittlesey Forest			
<b>Project Location</b>	Whittlesey Forest, Mentor, OH			
Date		12/01/2022		
Carbon Quantific	ation Summary		Protocol Section	Supplemental information/notes
91	Total Project Area Acres			include project area for all parcels enrolled in carbon project
40.84	Biomass tC/ac		11.1.B	An on-site plot sample inventory was performed, assessing all trees within the sampled plots that had a diameter at breast height of 5 inchesting and the sampled plots that had a diameter at breast height of 5 inchesting and the sampled plots are sampled plots that had a diameter at breast height of 5 inchesting and the sampled plots are sampled plot are sampled plots a
149.73	Biomass tCO2e/ac		11.1.B	
13,626	Accounting Stock, tCO2e		11.1.B	
54%	Fraction at risk of tree removal		11.2	Based on zoning - see 11.2 in preservation protocol
7,382	Avoided Biomass Emissions, tCO2e		11.2	
49%	Avoided impervious surface, percent		11.4	Based on zoning - see 11.4 in preservation protocol
45	Avoided impervious surface, acres		11.4	
5,351	Avoided Soil Carbon Emissions, tCO2e		11.4	
18.3%	5 Displacement		11.5	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urba
1,351	Displaced Biomass Emissions, tCO2e			
1,621	Displaced Soil Emissions			Assumes that redevelopment causes increase in impervious surface on redeveloped parcels
6,031	Credits from Avoided Biomass Emissions, tCO2e			
3,730	Credits from Avoided Soil Emissions, tCO2e			
9,760	Total Credits attributed to the project, tCO2e			
976	Registry Reversal Pool Account (10%), tCO2e			
8,784	Total credits issued to the project, tCO2e			
97	Total credits issued to the project, tCO2e/acre			
	1			
Year	Credits Issued This Year		Credits Issued	
1		4,826	4,826	
2	2	3,958	8,784	
3	3	-	8,784	
4		-	8,784	

8,784

-

5

es or more, corresponding to method 11.1.B , include i-Tree eco results

an area

		С	SE	_
From iTree Report	Tons of Carbon Storage	4357.87	641.77	14.73%

Zoning	Number of Acres	Max dwelling unit regulation	Allowed Number of Dwellings	Total Potentially Cleared Acres (2 acres/unit + 10% remaining area)	Acres at Risk of Tree Removal	Fraction At Risk of Tree Removal		Avoided Biomass Emissions 11.2.B.ii calculation: Accounting Stock * Fraction at Risk of Development (per 11.2.B.ii)
Mentor C-1	35.7	1 unit per 5 acres	7	16.17	16.17	45.29%		2421.18
Mentor R-4	21	2 units per acre	42	N/A*	18.90	90.00%		2829.95
Kirtland Residential & Farm	34.3	1 unit per 5 acres	6	14.23	14.23	41.49%		2130.70
Total Area	91			Cumulative Fraction at Risk	49.30	54.18%	Total Avoided Biomass Emissions	7381.84

\*The total potentially cleared acres is listed as N/A when the fraction at risk of tree removal calculated per 11.2.B.ii was greater 90%.

Tree Inventory



Plot ID	Tree ID	Species Name	DBH	Height row	n Height Crov	vn Width and	opy Cover Tree Condition	Leaf Area Lea	f Biomass if Ar	ea Index	Basal Area
1	1	Norway maple	8	34.7	22.4	14.2	159.4 FAIR	971.5	10.7	6.1	0.3
1	2	Tulip tree	8	61.6	26.8	19.2	289 FAIR	1875.5	22.6	6.5	0.3
1	3	Tulip tree	14	77.1	37.6	26.8	565 FAIR	5302.8	64	9.4	1.1
1	4	Tulip tree	16	80.8	40.7	29.1	667.1 FAIR	6459.7	78	9.7	1.4
1	5	Norway maple	11	40.1	24.1	15.4	185.5 POOR	1123.9	12.4	6.1	0.7
1	6	Tulip tree	12	72.8	31.2	22.2	387.1 POOR	2694.4	32.5	7	0.8
1	7	American elm	10	43.8	23.2	21.2	354.6 POOR	1303.4	19.4	3.7	0.5
1	8	American elm	8	38.9	20.2	18.5	268.2 POOR	817.3	12.2	3	0.3
1	9	Tulip tree	13	75	35.9	25.6	515.8 FAIR	4720.1	57	9.2	0.9
1	10	Sugar maple	13	61.4	35.5	21.8	372.5 FAIR	3845.5	47.4	10.3	0.9
1	11	Tulip tree	15	79	39.2	28	615.4 FAIR	5850.2	70.6	9.5	1.2
1	12	Tulip tree	14	77.1	37.6	26.8	565 FAIR	5302.8	64	9.4	1.1
1	13	Norway maple	10	38.4	23	14.6	167.5 POOR	934.7	10.3	5.6	0.5
1	14	Tulip tree	17	82.4	42.2	30.3	720.1 FAIR	7104.7	85.8	9.9	1.6
1	15	Tulip tree	16	80.8	40.7	29.1	667.1 FAIR	6459.7	78	9.7	1.4
1	16	Norway maple	9	36.6	23.9	15.2	180.7 FAIR	1218.6	13.5	6.7	0.4
1	17	Shagbark hickory	9	56.1	26.1	20.5	330 FAIR	1271.1	19.1	3.9	0.4
1	18	Norway maple	6	30.5	19.2	12.2	117.6 FAIR	567.2	6.3	4.8	0.2
1	19	Tulip tree	20	86.9	46.6	33.6	885.8 FAIR	9173.1	110.8	10.4	2.2
2	1	Sugar maple	8	52	28.7	17.3	235.5 FAIR	1622.9	20	6.9	0.3
2	2	Sugar maple	25	74.2	42.2	27.2	579.1 FAIR	7047.4	87	12.2	3.4
2	3	Sugar maple	11	58.2	32.5	19.8	307 FAIR	2646.5	32.7	8.6	0.7
2	4	Sugar maple	18	67.8	38.3	24	452.4 FAIR	5029.7	62.1	11.1	1.8
2	5	Sugar maple	8	52	28.7	17.3	235.5 FAIR	1622.9	20	6.9	0.3
2	6	Sugar maple	29	77.1	44	28.7	645.8 FAIR	8138.4	100.4	12.6	4.6
2	7	Sugar maple	18	67.8	38.3	24	452.4 FAIR	5029.7	62.1	11.1	1.8
3	1	Sugar maple	11	58.2	33.4	20.4	325.7 FAIR	3053.3	37.7	9.4	0.7
3	2	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
3	3	Sugar maple	12	59.9	34.5	21.1	349.4 FAIR	3450.7	42.6	9.9	0.8
3	4	Sugar maple	9	54.3	28.2	17.1	228 5 POOR	1415.2	17.5	6.2	0.4
3	5	Sugar maple	12	59.9	34 5	21.1	349 4 FAIR	3450.7	42.6	9.9	0.4
3	6	Sugar maple	14	62.9	36.4	22.1	394 9 FAIR	4235.2	52.3	10.7	1 1
3	7	Sugar manle	8	52.5	29.5	17.8	2/9 9 FAIR	1880.8	22.5	7.5	0.3
2	, o	Sugar maple	6	16.2	25.5	15.7	104 EAIR	1161 4	14.2	,.5	0.5
2	0	Sugar maple	7	40.3	20	16.9	222 6 EAIR	1511.4	19.6	6.9	0.2
2	9	Sugar manla	11	49.4 EQ 0	27.9	20.4	222.0 FAIR	2052.2	27.7	0.0	0.5
с с	10	Sugar manla	10	56.2	22.4	20.4	323.7 FAIR	3033.5	27.7	9.4	0.7
2	12	Sugar maple	10	46.2	32.5	14.2	160 E DOOR	2030.8	52.0 0.0	0.0	0.5
о 2	12	Sugar manla	11	40.5	25.0	14.5	160.5 POOR	1024.3	0.9	4.5	0.2
2	15	Sugar manla	11	50.2	22.4	20.4	209.0 POUR	2052.2	25.7	7.1	0.7
5	14	Sugar maple	11	58.2	33.4 20.5	20.4	325.7 FAIR	3053.3	37.7	9.4	0.7
3	15	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
3	10	Sugar maple	0	40.3	20	15.7	194 FAIR	1101.4	14.3	0	0.2
3	1/	Sugar maple	14	62.9	36.4	22.4	394.9 FAIR	4235.2	52.3	10.7	1.1
4	1	Sugar maple	6	46.3	18.1	10.9	93.6 CRITICAL	196.6	2.4	2.1	0.2
4	2	Sugar maple	13	61.4	32.3	19.8	308.2 POOR	2451	30.2	8	0.9
4	3	Sugar maple	18	67.8	39.5	24.7	479.9 FAIR	5/02.7	70.4	11.9	1.8
4	4	Sugar maple	8	52	24.9	15.1	178.1 POOR	806.8	10	4.5	0.3
4	5	Tulip tree	22	89.6	34.3	24.8	483.8 CRITICAL	2508.8	30.3	5.2	2.6
4	6	Tulip tree	26	94.2	46	33.6	889.2 POOR	7047	85.1	7.9	3.7
4	7	Tulip tree	15	79	35.6	25.5	509.3 POOR	4043	48.8	7.9	1.2
5	1	American beech	16	75.9	38.3	24.1	457.8 CRITICAL	2256.9	19.7	4.9	1.4
5	2	Norway maple	5	28.1	17.5	11.1	97.3 FAIR	409.6	4.5	4.2	0.1
5	3	basswood spp	7	30.3	17	18.9	280.9 FAIR	1186.7	11.3	4.2	0.3
5	4	Norway maple	9	36.6	23.9	15.2	180.7 FAIR	1218.6	13.5	6.7	0.4
5	5	Norway maple	5	28.1	17.5	11.1	97.3 FAIR	409.6	4.5	4.2	0.1
5	6	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
5	7	Sugar maple	12	59.9	34.5	21.1	349.4 FAIR	3450.7	42.6	9.9	0.8
5	8	Sugar maple	9	54.3	31	18.7	276 FAIR	2264.3	27.9	8.2	0.4
5	9	Sugar maple	8	52	26.9	16.2	206.8 POOR	1172.5	14.5	5.7	0.3
5	10	Sugar maple	24	73.4	39.1	25.1	493.4 POOR	5215.3	64.4	10.6	3.1
6	1	Sugar maple	9	54.3	21.5	13	133.3 CRITICAL	370.7	4.6	2.8	0.4
6	2	Sugar maple	7	49.4	27.1	16.3	209.8 FAIR	1303	16.1	6.2	0.3

6	3	Sugar maple	8	52	28.7	17.3	235.5 FAIR	1622.9	20	6.9	0.3
6	4	Sugar maple	5	42.8	23.1	14	154.4 FAIR	724.8	8.9	4.7	0.1
6		Amorican booch	17	79.2	20.6	25		2474.2	21.6	5 1	1.6
0	5	American beech	17	70.5	39.0	17.0	489.9 CRITICAL	2474.3	21.0	5.1	1.0
0	0	Sugar maple	10	50.3	29.3	17.8	249.3 POUR	1000.0	20.6	0.7	0.5
6	/	Sugar maple	13	61.4	34.4	21.1	351.1 FAIR	3347.3	41.3	9.5	0.9
6	8	Sugar maple	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
6	9	Sugar maple	5	42.8	20.1	12.2	116.7 POOR	366.1	4.5	3.1	0.1
6	10	American beech	7	45	22	14.9	175.3 CRITICAL	395.7	3.5	2.3	0.3
6	11	Sugar maple	8	52	26.9	16.2	206.8 POOR	1172.5	14.5	5.7	0.3
6	12	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
7	1	Shagbark hickory	24	102.8	60.5	42.8	1436 FAIR	9910.3	148.7	6.9	3.1
7	2	American beech	16	75.9	38.3	24.1	457.8 CRITICAL	2256.9	19.7	4.9	1.4
7	3	American beech	9	53.4	26.5	17.3	234.2 CRITICAL	699.3	6.1	3	0.4
7	4	American beech	16	75.9	38.3	24.1	457.8 CRITICAL	2256.9	19.7	4.9	1.4
7	5	basswood spp	8	32.1	18.4	20.2	322 FAIR	1523.5	14.5	4.7	0.3
7	6	American beech	9	53.4	26.5	17.3	234.2 CRITICAL	699.3	6.1	3	0.4
7	7	American beech	5	35.7	17	12.4		192	1.7	16	0.1
7	,	Northern red ook	0	42.7	24.6	10.7		1240.4	20.2	1.0	0.1
/	0	Supervised back	0	45.7	24.0	10.2	200.5 POOK	1240.4	20.2	4.0	0.5
0	1	Sugar maple	,	49.4	27.9	10.0	222.0 FAIR	1511.1	10.0	0.0	0.5
8	2	Sugar maple	/	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
8	3	American basswood	12	51.7	26.1	22.1	384.5 FAIR	2542.6	15.2	6.6	0.8
8	4	Sugar maple	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
8	5	Sugar maple	5	42.8	22.4	13.6	144.9 FAIR	620.6	7.7	4.3	0.1
8	6	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
8	7	Sugar maple	9	54.3	21.5	13	133.3 CRITICAL	370.7	4.6	2.8	0.4
8	8	Eastern hophornbeam	5	35.6	15.5	15.7	192.9 FAIR	546.2	7.3	2.8	0.1
8	9	Sugar maple	25	74.2	39.6	25.4	508.5 POOR	5433.2	67	10.7	3.4
8	10	Red maple	22	79.4	44.4	25.2	498.1 POOR	5418.9	74.7	10.9	2.6
8	11	Sugar maple	11	58.2	33.4	20.4	325.7 FAIR	3053.3	37.7	9.4	0.7
9	1	American beech	14	70.6	35.6	22.4	393.1 CRITICAL	1789.4	15.6	4.6	1.1
9	2	Sugar maple	26	75	44	28.4	632.5 FAIR	8243	101.7	13	3.7
9	3	Tulip tree	5	48.7	18.4	13.3	139.9 POOR	452.9	5.5	3.2	0.1
9	4	Sugar maple	30	77.8	45.7	29.9	702.3 FAIR	9463.3	116.8	13.5	4.9
9	5	Sugar maple	11	58.2	33.4	20.4	325 7 FAIR	3053.3	37.7	9.4	0.7
0	6	Pod manlo	14	61.6	26.2	20.4	297 EAID	2846.0	52.1	0.0	1 1
9	7	Sugar maple	14 E	42.9	20.5	14.4	162.9 EAID	\$3840.5 \$20.4	10.4	5.5	1.1
9	1		5	42.0	25.0	14.4	105.0 FAIR	659.4	10.4	5.1	0.1
10	1	American beech	13	07.0	34	21.4	360.7 CRITICAL	1551.2	13.5	4.3	0.9
10	2	American beech	5	35.7	1/	12.4	121.3 CRITICAL	192	1./	1.6	0.1
10	3	Sugar maple	9	54.3	31	18.7	276 FAIR	2264.3	27.9	8.2	0.4
10	4	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
10	5	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
10	6	Hop hornbeam	6	39.9	18.2	18.5	269.8 FAIR	1049.6	14	3.9	0.2
10	7	American beech	11	60.9	30.5	19.4	296.4 CRITICAL	1094.5	9.6	3.7	0.7
10	8	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
10	9	Sugar maple	14	62.9	36.4	22.4	394.9 FAIR	4235.2	52.3	10.7	1.1
10	10	Hop hornbeam	5	35.6	16.5	16.7	218 FAIR	731.7	9.8	3.4	0.1
10	11	Sugar maple	6	46.3	26.7	16.2	205.1 GOOD	1335.7	16.5	6.5	0.2
10	12	Shagbark hickory	10	59.8	28.4	22	380.8 FAIR	1627.9	24.4	4.3	0.5
11	1	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
11	2	Sugar maple	6	46.3	23.6	14.3	160.5 POOR	724.5	8.9	4.5	0.2
11	3	Sugar maple	6	46.3	23.6	14.3	160.5 POOR	724.5	8.9	4.5	0.2
11	4	Sugar maple	10	56.3	29.3	17.8	249.3 POOR	1666.6	20.6	6.7	0.5
11	5	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
11	6	Sugar maple	12	59.9	34.5	21.1	349.4 FAIR	3450.7	42.6	9.9	0.8
11	7	Northern red oak	8	43.7	27.1	20	314.8 FAIR	1965 1	32.1	6.2	0.3
11	8	Pin oak	28	90.2	61	45.4	1616 7 FAIR	14298 /	265.1	8.8	/ 2
11	9	Tulin tree	16	80.9	40.7	20.1	667 1 EAID	6450.7	70	0.7	1.3
11	10	Sugar manla	10	46.2	40.7	15.1	104 EAID	1161 4	14.2	5.7	1.4
11	10	Sugar maple	10	40.3	20	15./	194 FAIK	2045 5	14.3	10.2	0.2
11	11	Sugar maple	13	01.4	35.5	21.8	372.5 FAIK	3845.5	47.4	10.3	0.9
11	12	Sugar maple	8	52	29.5	1/.8	249.9 FAIR	1880.8	23.2	7.5	0.3
11	13	Green ash	6	34.5	13.3	10.9	92.6 CRIFICAL	148.3	2	1.6	0.2
11	14	Sugar maple	12	59.9	31.4	19.2	289.2 POOR	2186.5	27	7.6	0.8
11	15	Eastern cottonwood	21	79.2	41.9	34.3	924.8 FAIR	7427.6	109.8	8	2.4

11	16	Eastern cottonwood	32	80.4	44.7	45.7	1637.9 FAIR	8434.7	124.7	5.1	5.6
11	17	Eastern cottonwood	15	69.8	32.3	25.3	501 POOR	3412.7	50.4	6.8	1.2
11	18	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
11	19	American elm	9	41.4	23.9	21.8	374.9 FAIR	1640.6	24.4	4.4	0.4
12	1	Sugar maple	7	49.4	25.4	15.3	184.2 POOR	941.2	11.6	5.1	0.3
12	2	White ash	30	78.4	35.9	41 5	1354 2 POOR	5681 3	66.1	4.2	49
12	3	Sugar manle	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
12	3	Sugar maple	10	FC 2	20	17.0	240.2 0000	1666.6	20.6	67	0.2
12	4	Sugar maple	10	30.5	29.5	14.2	249.5 POOR	724.5	20.0	0.7	0.5
12	5	Sugar maple	0	40.3	23.0	14.3	160.5 POOR	724.5	8.9	4.5	0.2
12	6	Sugar maple	/	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
12	7	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
12	8	Sugar maple	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
12	9	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
12	10	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
12	11	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
12	12	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
12	13	Sugar maple	25	74.2	43.5	28	614.4 FAIR	7933	97.9	12.9	3.4
12	14	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
13	1	Northern red oak	19	74.1	38.1	35.3	979.1 FAIR	6151.4	100.4	6.3	2
13	2	hickory spp	10	57.2	31	21.9	375.6 FAIR	2044.8	23.6	5.4	0.5
13	3	Sugar maple	20	69.9	40.8	25.7	520 FAIR	6350.8	78.4	12.2	2.2
13	4	White ash	13	66.6	21.7	18.6	270.3 CRITICAL	854	9.9	3.2	0.9
13	5	Sugar manle	5	12.8	23.8	14.4	163.8 EAIR	839.4	10.4	5.1	0.1
12	с С	Sugar maple	7	40.4	23.0	16.0	105.0 FAIR	1511.1	10.4	5.1 C 0	0.1
13	1	Sugar maple	,	49.4	27.9	20.4	222.0 TAIR	2052.2	10.0	0.0	0.3
14	1		11	58.2	33.4	20.4	325.7 FAIR	3053.3	37.7	9.4	0.7
14	2	Tulip tree	35	102.4	65.2	48.7	1861 FAIR	22206.2	268.1	11.9	6.7
14	3	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
14	4	basswood spp	22	48.9	35.3	35.8	1004.2 FAIR	7039.3	67.1	7	2.6
14	5	basswood spp	5	26.3	14	16.1	202.3 FAIR	650.8	6.2	3.2	0.1
14	6	Sugar maple	22	71.7	41.9	26.7	558.6 FAIR	6990	86.3	12.5	2.6
14	7	Sugar maple	18	67.8	39.5	24.7	479.9 FAIR	5702.7	70.4	11.9	1.8
14	8	Sugar maple	11	58.2	33.4	20.4	325.7 FAIR	3053.3	37.7	9.4	0.7
14	9	hickory spp	17	75.6	42.6	32.1	807.6 FAIR	5068.9	58.4	6.3	1.6
14	10	Sugar maple	10	56.3	32.3	19.6	301.3 FAIR	2656.8	32.8	8.8	0.5
14	11	Sugar maple	10	56.3	29.3	17.8	249.3 POOR	1666.6	20.6	6.7	0.5
15	1	Hop hornbeam	9	51.3	22.8	23.6	438.9 FAIR	2321.1	31	5.3	0.4
15	2	American beech	14	70.6	35.6	22.4	393.1 CRITICAL	1789.4	15.6	4.6	1.1
15	3	Hickory	14	69.2	39.5	28.6	641.1 GOOD	4234.5	58.3	6.6	1.1
16	1	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
16	2	Shagbark hickory	6	43.6	19.2	15.9	197.8 FAIR	500.8	7.5	2.5	0.2
16	3	Northern red oak	23	81.6	40.6	40.1	1265 6 FAIR	6543.4	106.8	5.2	2.9
16	4	Northern red oak	14	62.1	34.2	28.8	6/9 9 FAIR	1880 0	79.8	7.5	1 1
16	5	Northern red oak	13	59.3	33.3	20.0	588 9 FAIR	4005.5	73.0	7.5	0.9
16	с С	Northern red oak	14.2	62.0	34.5	27.4	500.5 TAIR	F019.1	91.0	7.0	1.1
16	7	Northern red cel	14.5	02.9	34.5	29.2		4452.4	51.9	7.5	1.1
10	/	Northern red Oak	13	59.3	33.3	27.4	588.9 FAIR	4453.4	12.7	7.0	0.9
10	8	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
16	9	l ulip tree	17	82.4	42.2	30.3	720.1 FAIR	/104./	85.8	9.9	1.6
16	10	Sugar maple	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
16	11	Tulip tree	14	77.1	37.6	26.8	565 FAIR	5302.8	64	9.4	1.1
16	12	American beech	6	40.5	19.6	13.7	147.6 CRITICAL	281.7	2.5	1.9	0.2
16	13	American beech	5	35.7	17	12.4	121.3 CRITICAL	192	1.7	1.6	0.1
16	14	Tulip tree	18	84	43.7	31.4	774.1 FAIR	7771.8	93.8	10	1.8
16	15	American beech	5	35.7	17	12.4	121.3 CRITICAL	192	1.7	1.6	0.1
16	16	American beech	5	35.7	17	12.4	121.3 CRITICAL	192	1.7	1.6	0.1
16	17	American beech	5	35.7	17	12.4	121.3 CRITICAL	192	1.7	1.6	0.1
17	1	Sugar maple	13	61.4	35.5	21.8	372.5 FAIR	3845.5	47.4	10.3	0.9
17	2	Sugar maple	15	64.2	37.2	23	416.8 FAIR	4617.5	57	11.1	1.2
17	3	Northern red oak	21	78.1	39.4	37.8	1120.1 FAIR	6185.4	100.9	5.5	2.4
17	4	Sugar maple	7	49.4	25.4	15.3	184.2 POOR	941.2	11.6	5.1	0.3
17	5	American beech	12	64.4	32.3	20.4	328.4 CRITICAL	1317.7	11.5	4	0.8
17	6	Sugar maple	12	59.9	34 5	21.1	349.4 FAIR	3450.7	42.6	9.9	0.8
17	7	Northern red oak	26	86	42.1	43.6	1491 8 FAIR	6940 3	112.2	47	2.7
-7	8	Sugar manlo	20	E0	20 5	17.0	2491.0 FAIR	1800 0	22.2	75	0.2
±/	0	Jugai Illapic	0	52	23.3	11.0	273.3 FAIN	1000.0	23.2	1.5	0.3

17	9	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
17	10	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
17	11	Sugar maple	12	59.9	33.5	20.5	329.3 FAIR	2997.1	37	9.1	0.8
17	12	Sugar maple	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
17	13	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
17	14	American beech	20	84	42.4	27.2	582.8 CRITICAL	3053.8	26.7	5.2	2.2
17	15	Sugar maple	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
17	16	Sugar maple	5	42.8	16.5	10	79.1 CRITICAL	146.7	1.8	1.9	0.1
17	17	American beech	25	89.1	44.8	30.3	720.4 CRITICAL	3813.7	33.3	5.3	3.4
17	18	American beech	5	35.7	17	12.4	121.3 CRITICAL	192	1.7	1.6	0.1
18	1	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
18	2	Eastern hophornbeam	6	39.9	18.2	18.5	269.8 FAIR	1049.6	14	3.9	0.2
18	3	Sugar maple	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
18	4	Sugar maple	28	76.4	40.8	26.5	552.7 POOR	6066.4	74.9	11	4.3
18	5	Eastern hophornbeam	5	35.6	16.5	16.7	218 FAIR	731.7	9.8	3.4	0.1
18	6	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
18	7	American beech	5	35.7	17	12.4	121.3 CRITICAL	192	1.7	1.6	0.1
18	8	American beech	22	86.7	43.8	28.6	641 CRITICAL	3398	29.7	5.3	2.6
18	9	Sugar maple	11	58.2	33.4	20.4	325.7 FAIR	3053.3	37.7	9.4	0.7
18	10	Sugar maple	19	68.9	40.1	25.2	500.1 FAIR	6027.8	74.4	12.1	2
18	11	American beech	9	53.4	26.5	17.3	234.2 CRITICAL	699.3	6.1	3	0.4
18	12	Sugar manle	7	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
18	13	Sugar manle	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
19	1	Shaghark hickory	14	73.7	37.6	28	617.2 FAIR	3303.1	49.5	5.1	1 1
10	2	Green ash	5	31.5	15.7	12.7	127.1 POOR	361 7	43.5	2.4	0.1
10	2	Sugar manlo	24	72 /	13.7	27.6	506 1 EAIP	7620.9	4.0	12.0	2.1
10	3	Sugar maple	15	64.2	43	27.0	416 9 EAID	1617.5	54	11.0	1.2
19	4	bickony spp	13	62.7	24.0	23	410.0 TAIR	4017.5	2/1 1	6.1	1.2
10	5	Amorican olm	12	40.2	34.9	24.5	403.2 TAIN	1007	34.1	4.2	0.8
19	7	American enn	12	40.5	25.9	25.9	104 FAIR	1161 4	20.1	4.2	0.8
19	/	Sugar maple	5	40.5	17.2	15.7	194 FAIR	1101.4 FCF 0	14.5	27	0.2
19	8	Green asn Amorican booch	5	31.5	17.3	12.4	103.0 FAIR	102	7.0	3.7	0.1
20	2	American beech	11	55.7	20.5	12.4	121.5 CRITICAL	192	1.7	1.0	0.1
20	2	American beech	- 11	00.9	30.5	19.4	296.4 CRITICAL	1094.5	9.0	3.7	0.7
20	3	American beech	5	35.7	1/	12.4	121.3 CRITICAL	192	1.7	1.6	0.1
21	1	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
21	2	Sugar maple	/	49.4	27.9	16.8	222.6 FAIR	1511.1	18.6	6.8	0.3
21	3	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
21	4	Sugar maple	6	46.3	23.6	14.3	160.5 POOR	/24.5	8.9	4.5	0.2
21	5	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
21	6	Northern red oak	18	71.9	37.4	34	910.4 FAIR	6038.1	98.5	6.6	1.8
21	7	Sugar maple	5	42.8	21.6	13.1	135.5 POOR	526.3	6.5	3.9	0.1
21	8	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
21	9	American beech	9	53.4	26.5	17.3	234.2 CRITICAL	699.3	6.1	3	0.4
21	10	Sugar maple	11	58.2	30.4	18.5	269.6 POOR	1924.3	23.7	7.1	0.7
21	11	Sugar maple	5	42.8	21.6	13.1	135.5 POOR	526.3	6.5	3.9	0.1
21	12	Sugar maple	10	56.3	32.3	19.6	301.3 FAIR	2656.8	32.8	8.8	0.5
21	13	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
21	14	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
21	15	Sugar maple	5	42.8	21.6	13.1	135.5 POOR	526.3	6.5	3.9	0.1
21	16	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
21	17	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
21	18	Sugar maple	6	46.3	26	15.7	194 FAIR	1161.4	14.3	6	0.2
21	19	Sugar maple	5	42.8	23.8	14.4	163.8 FAIR	839.4	10.4	5.1	0.1
22	1	Tulip tree	21	88.3	43.6	31.5	780.7 POOR	6784.6	81.9	8.7	2.4
22	2	Sugar maple	10	56.3	32.3	19.6	301.3 FAIR	2656.8	32.8	8.8	0.5
22	3	Sugar maple	16	65.5	38	23.6	438.3 FAIR	4991.2	61.6	11.4	1.4
22	4	Tulip tree	34	101.6	64.1	47.7	1788.8 FAIR	21210.3	256.1	11.9	6.3
22	5	American beech	14	70.6	35.6	22.4	393.1 CRITICAL	1789.4	15.6	4.6	1.1
22	6	Tulip tree	26	94.2	54.5	39.9	1247.7 FAIR	13875.9	167.5	11.1	3.7
22	7	Sugar maple	10	56.3	32.3	19.6	301.3 FAIR	2656.8	32.8	8.8	0.5
22	8	Tulip tree	27	95.2	55.8	40.9	1311.8 FAIR	14729.3	177.8	11.2	4
22	9	Tulip tree	35	102.4	65.2	48.7	1861 FAIR	22206.2	268.1	11.9	6.7
22	10	Tulip tree	25	93.1	53.3	38.8	1184.7 FAIR	13042.4	157.5	11	3.4

22	11	Tulip tree	43	108.1	73.8	56.1	2471.5 FAIR	30753.3	371.3	12.4	10.1
23	1	Shagbark hickory	18	86.1	46.7	34	906.1 FAIR	5410.4	81.2	6	1.8
23	2	American beech	7	45	22	14.9	175.3 CRITICAL	395.7	3.5	2.3	0.3
23	3	Sugar maple	27	75.7	44.4	28.8	650.3 FAIR	8551.2	105.5	13.1	4
23	4	Tulip tree	29	97.2	58.2	42.9	1443 FAIR	16491	199.1	11.4	4.6
23	5	Northern red oak	14	62.1	34.2	28.8	649.9 FAIR	4889.9	79.8	7.5	1.1
23	6	Northern red oak	11	53.4	31.1	24.5	472.5 FAIR	3473.6	56.7	7.4	0.7
23	7	Northern red oak	30	90.1	44	48	1807.4 FAIR	7222.7	117.9	4	4.9
23	8	Shagbark hickory	16	80	42.1	31	755.1 FAIR	4241.1	63.6	5.6	1.4
23	9	Sugar maple	8	52	29.5	17.8	249.9 FAIR	1880.8	23.2	7.5	0.3
23	10	Sugar maple	6	46.3	18.1	10.9	93.6 CRITICAL	196.6	2.4	2.1	0.2
24	1	Sugar maple	7	49.4	25.4	15.3	184.2 POOR	941.2	11.6	5.1	0.3
24	2	Sugar maple	6	46.3	23.6	14.3	160.5 POOR	724.5	8.9	4.5	0.2
24	3	Sugar maple	6	46.3	23.6	14.3	160.5 POOR	724.5	8.9	4.5	0.2
24	4	Northern red oak	18	71.9	37.4	34	910.4 FAIR	6038.1	98.5	6.6	1.8
24	5	Tulip tree	13	75	32.7	23.3	426.8 POOR	3137.6	37.9	7.4	0.9
24	6	American beech	7	45	22	14.9	175.3 CRITICAL	395.7	3.5	2.3	0.3
24	7	Sugar maple	6	46.3	18.1	10.9	93.6 CRITICAL	196.6	2.4	2.1	0.2
		Total					107751.5	835451	10590		274.5
			(in)	(ft)	(ft)	(ft)	(ft²)	(ft²)	(lb)		(ft²)

# **Carbon Biomass**

Location: Mentor, Lake, Ohio, United States of America Project: Whittlesey Beach Ridge Forest, Year: 2022 Generated: 12/1/2022

Species	Trees		Carbon Storage		
	Number	SE	(metric ton)	SE	(\$)
Acer platanoides	305	±215	37.79	±29.51	7,105.42
Acer rubrum	76	±52	62.63	±48.16	11,775.00
Acer saccharum	5,679	±916	1,735.25	±298.93	326,227.78
Carya	114	±62	46.14	±29.17	8,674.20
Carya x ludoviciana	38	±38	16.88	±16.66	3,173.06
Carya ovata	267	±101	95.91	±51.62	18,031.61
Fagus grandifolia	1,220	±301	417.91	±139.10	78,567.36
Fraxinus americana	76	±52	104.50	±91.00	19,646.22
Fraxinus pennsylvanica	114	±83	3.79	±2.62	712.32
Liriodendron tulipifera	1,067	±454	1,071.36	±581.81	201,415.92
Ostrya carpinifolia	114	±83	10.36	±7.29	1,947.14
Ostrya virginiana	114	±83	3.45	±2.59	649.08
Populus deltoides	114	±113	156.75	±154.68	29,469.70
Quercus palustris	38	±38	60.95	±60.15	11,459.12
Quercus rubra	572	±223	415.07	±175.04	78,033.08
Tilia	152	±89	93.68	±80.00	17,612.08
Tilia americana	38	±38	6.03	±5.95	1,134.52
Ulmus americana	152	±89	19.40	±11.04	3,646.59
Total	10,253	±912	4,357.87	±641.77	819,280.19

Biomass tC/acre calculation: Davey Resource Group conducted a sample forest assessment adhering to the standards set in CFC Tree Preservation Protocol Section 11.1.B. The sample established 24 sample plots sized at 1/10th-acre. Within every plot, each live tree at least 5" in diameter at 4.5' above the ground where the height above the ground is measured on the uphill side of the tree was inventoried. Species, diameter, and overall tree condition were recorded for each tree. Davey Resource Group utilized i-Tree Eco to input the sample plot data to determine the carbon storage.

Carbon quantification is based on the sample plots. The metric tons of Carbon is 4,357.87. The standard error is 641.77 Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (4,357.87 – 641.77)/91 = 40.84 (cell B11 on Attachment P)



Tree Characteristics Chart(s)

# I. Tree Characteristics of the Urban Forest

The urban forest of Whittlesey Beach Ridge Forest has an estimated 10,250 trees. The three most common species are Sugar maple (55.4 percent), American beech (11.9 percent), and Tulip tree (10.4 percent).



Figure 1. Tree Species Composition in Whittlesey Beach Ridge Forest
iTree Canopy Report

i-Tree Canopy

## i-Tree Canopy

Cover Assessment and Tree Benefits Report

Estimated using random sampling statistics on 11/14/2022









Land Cover

Cover Class

11/14/22, 3:19 PM

i-Tree Canopy

Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ac) ± SE
Н	Grass/Herbaceous		10	4.57 ± 1.41	4.16 ± 1.28
IB	Impervious Buildings		0	$0.00 \pm 0.00$	$0.00 \pm 0.00$
Ю	Impervious Other		0	$0.00 \pm 0.00$	$0.00 \pm 0.00$
IR	Impervious Road		2	$0.91 \pm 0.65$	$0.83 \pm 0.59$
S	Soil/Bare Ground		1	$0.46 \pm 0.46$	$0.42 \pm 0.42$
Т	Tree/Shrub		206	94.06 ± 1.60	85.68 ± 1.45
W	Water		0	$0.00 \pm 0.00$	$0.00 \pm 0.00$
Total			219	100.00	91.08

## Tree Benefit Estimates: Carbon (English units)

Description	Carbon (T)	±SE	CO <sub>2</sub> Equiv. (T)	±SE	Value (USD)	±SE
Sequestered annually in trees	116.95	±1.99	428.83	±7.28	\$19,946	±339
Stored in trees (Note: this benefit is not an annual rate)	2,937.13	±49.86	10,769.47	±182.81	\$500,930	±8,503

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
СО	Carbon Monoxide removed annually	77.26	±1.31	\$3	±0
NO2	Nitrogen Dioxide removed annually	421.25	±7.15	\$6	±0
O3	Ozone removed annually	4,195.49	±71.22	\$295	±5
SO2	Sulfur Dioxide removed annually	265.46	±4.51	\$1	±0
PM2.5	Particulate Matter less than 2.5 microns removed annually	203.87	±3.46	\$609	±10
PM10*	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	1,405.33	±23.86	\$214	±4
Total		6,568.67	±111.50	\$1,128	±19

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 | NO2 4.917 @ \$0.01 | O3 48.968 @ \$0.07 | SO2 3.098 @ \$0.00 | PM2.5 2.379 @ \$2.99 | PM10\* 16.403 @ \$0.15 (English units: lb = pounds, ac = acres)

## Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (gal)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	44.30	±0.75	\$0	±0
E	Evaporation	3,657.90	±62.09	N/A	N/A
I	Interception	3,678.37	±62.44	N/A	N/A
Т	Transpiration	4,949.70	±84.02	N/A	N/A
PE	Potential Evaporation	27,717.51	±470.51	N/A	N/A
PET	Potential Evapotranspiration	22,615.17	±383.90	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.





Cover Clas Descriptio	Latitude	Longitude
1 Tree/Shrub	41.65406	-81.332
2 Tree/Shrub	41.6568	-81.333
3 Tree/Shrub	41.65026	-81.3327
4 Tree/Shrub	41.65683	-81.3313
5 Tree/Shrub	41.65646	-81.3334
6 Tree/Shrub	41.65471	-81.3314
7 Tree/Shrub	41.65387	-81.335
8 Tree/Shrub	41.65619	-81.3346
9 Tree/Shrub	41.65492	-81.3332
10 Tree/Shrub	41.65179	-81.3335
11 Tree/Shrub	41.65443	-81.3327
12 Tree/Shrub	41.65334	-81.334
13 Tree/Shrub	41.65492	-81.3317
14 Tree/Shrub	41.65172	-81.3327
15 Tree/Shrub	41.65675	-81.3332
16 Tree/Shrub	41.64895	-81.335
17 Tree/Shrub	41.65664	-81.3356
18 Tree/Shrub	41.64934	-81.3341
19 Tree/Shrub	41.64886	-81.335
20 Tree/Shrub	41.6497	-81.3344
21 Tree/Shrub	41.64972	-81.335
22 Tree/Shrub	41.65233	-81.3347
23 Tree/Shrub	41.65198	-81.3351
24 Tree/Shrub	41.65207	-81.335
25 Tree/Shrub	41.65169	-81.3327
26 Tree/Shrub	41.65408	-81.3337
27 Tree/Shrub	41.65702	-81.3336
28 Tree/Shrub	41.65037	-81.3349
29 Tree/Shrub	41.64793	-81.333
30 Tree/Shrub	41.65666	-81.3332
31 Tree/Shrub	41.65615	-81.3319
32 Tree/Shrub	41.65422	-81.335
33 Tree/Shrub	41.65474	-81.3314
34 Tree/Shrub	41.65047	-81.3329
35 Tree/Shrub	41.64989	-81.3358
36 Tree/Shrub	41.6535	-81.3332
37 Tree/Shrub	41.65524	-81.333
38 Tree/Shrub	41.64968	-81.3337
39 Tree/Shrub	41.65304	-81.3311
40 Tree/Shrub	41.6497	-81.3332
41 Tree/Shrub	41.65483	-81.3312
42 Tree/Shrub	41.64927	-81.3331
43 Tree/Shrub	41.65576	-81.3345
44 Tree/Shrub	41.65577	-81.334
45 Grass/Herbaceous	41.65712	-81.3311
46 Tree/Shrub	41.65471	-81.3343

47 Tree/Shrub	41.65363	-81.3345
48 Tree/Shrub	41.65448	-81.3342
49 Tree/Shrub	41.65598	-81.3355
50 Tree/Shrub	41.65416	-81.335
51 Grass/Herbaceous	41.64961	-81.334
52 Tree/Shrub	41.64977	-81.3356
53 Tree/Shrub	41.65699	-81.3327
54 Tree/Shrub	41.65266	-81.335
55 Tree/Shrub	41.65206	-81.3338
56 Tree/Shrub	41.65265	-81.3326
57 Tree/Shrub	41.64796	-81.333
58 Tree/Shrub	41.65543	-81.3315
59 Tree/Shrub	41.64896	-81.3353
60 Tree/Shrub	41.65181	-81.3337
61 Tree/Shrub	41.64926	-81.3333
62 Tree/Shrub	41.64898	-81.3349
63 Tree/Shrub	41.65712	-81.3317
64 Tree/Shrub	41.64969	-81.335
65 Tree/Shrub	41.65188	-81.3337
66 Tree/Shrub	41.65208	-81.335
67 Tree/Shrub	41.65386	-81.3314
68 Grass/Herbaceous	41.6501	-81.3341
69 Tree/Shrub	41.65509	-81.3349
70 Tree/Shrub	41.65038	-81.3334
71 Tree/Shrub	41.64852	-81.3351
72 Tree/Shrub	41.64977	-81.3342
73 Tree/Shrub	41.65306	-81.3332
74 Tree/Shrub	41.64959	-81.3348
75 Tree/Shrub	41.64846	-81.3335
76 Tree/Shrub	41.65412	-81.334
77 Tree/Shrub	41.65508	-81.3346
78 Tree/Shrub	41.65577	-81.3356
79 Tree/Shrub	41.65441	-81.3341
80 Tree/Shrub	41.65249	-81.3337
81 Tree/Shrub	41.6518	-81.3345
82 Tree/Shrub	41.65513	-81.3333
83 Tree/Shrub	41.653	-81.3314
84 Tree/Shrub	41.65529	-81.3312
85 Tree/Shrub	41.65701	-81.3322
86 Tree/Shrub	41.65558	-81.334
87 Tree/Shrub	41.65444	-81.3341
88 Tree/Shrub	41.65248	-81.3343
89 Tree/Shrub	41.65647	-81.3344
90 Tree/Shrub	41.65515	-81.3334
91 Tree/Shrub	41.64885	-81.3352
92 Tree/Shrub	41.65557	-81.3341
93 Tree/Shrub	41.65337	-81.3319

94 Tree/Shrub	41.65425	-81.3315
95 Tree/Shrub	41.64966	-81.3361
96 Tree/Shrub	41.65657	-81.3318
97 Tree/Shrub	41.64927	-81.3327
98 Tree/Shrub	41.65561	-81.3357
99 Impervious Road	41.65621	-81.3306
100 Tree/Shrub	41.65557	-81.3351
101 Tree/Shrub	41.65639	-81.3346
102 Tree/Shrub	41.65335	-81.333
103 Tree/Shrub	41.65492	-81.3321
104 Tree/Shrub	41.65645	-81.3345
105 Tree/Shrub	41.65264	-81.3348
106 Tree/Shrub	41.65572	-81.3339
107 Tree/Shrub	41.64914	-81.3342
108 Tree/Shrub	41.65474	-81.3347
109 Tree/Shrub	41.65446	-81.3317
110 Tree/Shrub	41.65071	-81.3335
111 Tree/Shrub	41.65537	-81.3356
112 Tree/Shrub	41.65617	-81.335
113 Tree/Shrub	41.65493	-81.3343
114 Tree/Shrub	41.65353	-81.3325
115 Tree/Shrub	41.65529	-81.3308
116 Tree/Shrub	41.65575	-81.3358
117 Tree/Shrub	41.65157	-81.3345
118 Tree/Shrub	41.64869	-81.3356
119 Tree/Shrub	41.65618	-81.3328
120 Tree/Shrub	41.65041	-81.3364
121 Tree/Shrub	41.64905	-81.3331
122 Tree/Shrub	41.6557	-81.3341
123 Tree/Shrub	41.65108	-81.3342
124 Soil/Bare Ground	41.65572	-81.3308
125 Tree/Shrub	41.65001	-81.333
126 Tree/Shrub	41.65499	-81.3328
127 Tree/Shrub	41.65183	-81.3335
128 Tree/Shrub	41.65416	-81.335
129 Tree/Shrub	41.64769	-81.3336
130 Grass/Herbaceous	41.65305	-81.3306
131 Tree/Shrub	41.64842	-81.3325
132 Tree/Shrub	41.65417	-81.3323
133 Tree/Shrub	41.6538	-81.3328
134 Tree/Shrub	41.64917	-81.334
135 Tree/Shrub	41.65105	-81.3349
136 Grass/Herbaceous	41.65402	-81.3304
137 Tree/Shrub	41.65451	-81.335
138 Tree/Shrub	41.65478	-81.3336
139 Tree/Shrub	41.64797	-81.3337
140 Tree/Shrub	41.64962	-81.3356

141 Tree/Shrub	41.65359	-81.3325
142 Tree/Shrub	41.64961	-81.3325
143 Tree/Shrub	41.65393	-81.3313
144 Tree/Shrub	41.65389	-81.3323
145 Tree/Shrub	41.65476	-81.3339
146 Tree/Shrub	41.65356	-81.3335
147 Tree/Shrub	41.6503	-81.3364
148 Tree/Shrub	41.65367	-81.3332
149 Grass/Herbaceous	41.65301	-81.3306
150 Tree/Shrub	41.65561	-81.3315
151 Tree/Shrub	41.65441	-81.3315
152 Grass/Herbaceous	41.65308	-81.3306
153 Grass/Herbaceous	41.65713	-81.3352
154 Tree/Shrub	41.65261	-81.3326
155 Tree/Shrub	41.6504	-81.336
156 Tree/Shrub	41.65453	-81.3318
157 Tree/Shrub	41.65406	-81.3327
158 Tree/Shrub	41.65292	-81.3318
159 Tree/Shrub	41.64925	-81.3326
160 Tree/Shrub	41.65515	-81.3317
161 Tree/Shrub	41.64983	-81.3341
162 Impervious Road	41.65765	-81.3313
163 Tree/Shrub	41.6554	-81.3335
164 Tree/Shrub	41.65278	-81.3335
165 Tree/Shrub	41.65107	-81.3332
166 Tree/Shrub	41.6528	-81.3336
167 Tree/Shrub	41.65008	-81.3355
168 Tree/Shrub	41.65023	-81.3351
169 Tree/Shrub	41.6566	-81.3316
170 Tree/Shrub	41.65105	-81.3346
171 Grass/Herbaceous	41.65477	-81.3321
172 Tree/Shrub	41.64891	-81.3334
173 Tree/Shrub	41.65179	-81.3353
174 Tree/Shrub	41.65703	-81.3332
175 Tree/Shrub	41.64904	-81.335
176 Tree/Shrub	41.65069	-81.3327
177 Tree/Shrub	41.65086	-81.334
178 Tree/Shrub	41.65663	-81.3338
179 Tree/Shrub	41.65286	-81.3334
180 Tree/Shrub	41.64783	-81.3327
181 Tree/Shrub	41.64928	-81.3338
182 Tree/Shrub	41.65155	-81.3339
183 Tree/Shrub	41.65185	-81.3349
184 Tree/Shrub	41.64984	-81.3354
185 Tree/Shrub	41.65197	-81.3343
186 Tree/Shrub	41.65377	-81.3341
187 Tree/Shrub	41.65396	-81.3348

188 Tree/Shrub	41.65484	-81.3315
189 Tree/Shrub	41.65518	-81.3349
190 Tree/Shrub	41.65128	-81.334
191 Tree/Shrub	41.6554	-81.3315
192 Tree/Shrub	41.64874	-81.3332
193 Tree/Shrub	41.65644	-81.335
194 Tree/Shrub	41.64897	-81.3329
195 Tree/Shrub	41.65616	-81.3337
196 Tree/Shrub	41.65054	-81.3362
197 Tree/Shrub	41.65644	-81.3356
198 Grass/Herbaceous	41.64901	-81.3358
199 Tree/Shrub	41.64916	-81.3333
200 Tree/Shrub	41.65392	-81.3322
201 Tree/Shrub	41.65064	-81.3358
202 Tree/Shrub	41.65569	-81.3317
203 Tree/Shrub	41.65216	-81.3336
204 Tree/Shrub	41.65092	-81.333
205 Tree/Shrub	41.65533	-81.3302
206 Tree/Shrub	41.65204	-81.3329
207 Tree/Shrub	41.65288	-81.3319
208 Tree/Shrub	41.65427	-81.3333
209 Tree/Shrub	41.65314	-81.3342
210 Tree/Shrub	41.65648	-81.3337
211 Tree/Shrub	41.64969	-81.3343
212 Tree/Shrub	41.65455	-81.3332
213 Tree/Shrub	41.65161	-81.3337
214 Tree/Shrub	41.64883	-81.3328
215 Tree/Shrub	41.65497	-81.3328
216 Tree/Shrub	41.65547	-81.3344
217 Tree/Shrub	41.6501	-81.3332
218 Tree/Shrub	41.6523	-81.3333
219 Tree/Shrub	41.65009	-81.3341

**Cobenefit Calculator** 

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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 decidous 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

					Total
	Deciduous Tree	Coniferous Tree	Total Tree		Project
	Cover	Cover	Cover	Non-Tree	Area
Percent (%)	94%	0%	94%	6%	100%
Area (sq miles)	0.134	0.000	0.134	0.008	0.14
Area (m2)	346,732	0	346,732	21,893	368,625
Area (acres)	85.68	0.00	85.68	5.41	91.09

Ecosystem Services	Resource Unit Totals	Resource Unit/Acre Tree Canopy	Total Value (\$)	Value (\$)/Acre Tree Canopy
Rain Interception (m3/yr)	43,820.7	511.4	\$92,619.76	\$1,081.00
Air Quality (t/yr)				
03	1.5226	0.0178	\$3,170.05	\$37.00
NOx	0.6523	0.0076	\$1,358.08	\$15.85
PM10	0.7481	0.0087	\$2,819.68	\$32.91
Net VOCs	0.1003	0.0012	\$105.07	\$1.23
Air Quality Total	3.0232	0.0353	\$7,452.88	\$86.99
Energy (kWh/yr & kBtu/yr)				
Cooling - Electricity	133,062	1,553	\$18,641.94	\$217.58
Heating - Natural Gas	5,508,071	64,287	\$77,037.48	\$899.13
Energy Total (\$/yr)			\$ <mark>95,679.42</mark>	\$1,116.71
Grand Total (\$/yr)			\$195,752.05	\$2,284.69

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

\$7,830,082.04

Social Impacts

# City Forest Carbon Project Social Impacts



### UN Sustainable Development Goals

The 17 United Nations Sustainable Development Goals (SDGs) are an urgent call for action and global partnership among all countries, representing key benchmarks for creating a better world and environment for everyone. Well-designed and managed urban forests make significant contributions to the environmental sustainability, economic viability and livability of cities. They help mitigate climate change and natural disasters, reduce energy costs, poverty and malnutrition, and provide ecosystem services and public benefits. See more details in the CFC Carbon Project Social Impact Reference Guide.

### Instructions

This template sets out all relevant SDGs and lists various urban forest project activities that fall within each SDG. Evaluate the SDGs to determine how your carbon project provides social impacts that may contribute towards achievement of the global goals. Check the box(es) that contain one of your project activities and describe in no fewer than two sentences how your project activities align with the corresponding SDG. On page 12, select the icon for three to five of the most relevant SDGs to your project and provide any additional information.

## SDG 3 - Good Health and Well Being

Goal: Ensure healthy lives and promote well-being for all at all ages.

Examples of project activities include, but are not limited to:

- ☑ Plant or protect trees to reduce or remove air pollutants
- □ If planting trees, select trees for reduced pollen counts and irritant production
- ☑ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- Design project to buffer sounds, optimize biodiversity, or create nature experiences
- □ Locate project near vulnerable populations, such as children or elderly
- ☑ Locate project near high volume roads to screen pollutants
- ☑ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- ☑ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- □ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- $\boxtimes$  Reduce stormwater runoff or improve infiltration rates
- □ Design project to reduce human exposure to specific pollutants or toxins
- □ Other

The Whittlesey Beach Forest Preserve Project is located in an urban area of almost 50,000 residents. Preservation of 91 acres of old-growth forest will protect the benefits associated with trees including removal of air pollutants and creation of shade for UV exposure protection, extreme heat reduction, and urban heat effect relief. The project is located along a major interstate, and preservation of the trees will maintain and overtime improve sound buffering and pollutant screening. The property will be managed as a park to provide public access and create nature experiences that will encourage recreation. The project area is also located within two miles of four schools that include preschool, elementary, and middle schools.

## SDG 6 - Clean Water and Sanitation

Goal: Ensure availability and sustainable management of water and sanitation for all

Examples of project activities include, but are not limited to:

- $\Box$  Research and assess environmental injustices related to water in project area
- ☑ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- □ Protect or plant trees to improve historically or culturally important sites related to water that have been degraded and/or neglected
- ⊠ Reduce stormwater by planting or protecting trees
- $\Box$  Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- $\Box$  Prevent soil erosion by protect steep slopes
- $\Box$  Improve infiltration rates
- □ Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- □ Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- 🗆 Other

The Project is located in an urban area of increasing development and growth. The Project is adjacent to existing residential developments and a property with zoning to allow for Planned Mixed-Use Development. Protection of the trees in the Project area will help to reduce stormwater runoff from these surrounding developments.

## **SDG 11 - Sustainable Cities and Communities**

Overall: Make cities inclusive, safe, resilient, and sustainable.

Examples of project activities include, but are not limited to:

- ☑ Plant or protect trees to reduce or remove air pollutants
- □ If planting trees, select trees for reduced pollen counts and irritant production
- ☑ Locate project near high volume roads to screen pollutants
- □ Locate project near vulnerable populations, such as children or elderly
- ☑ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- ☑ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- Design project to improve wellness and mental health, such as planting trees to buffer sounds, optimize biodiversity, optimize views from buildings, or create nature experiences
- ☑ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- □ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- □ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- □ Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- □ Other

The Project area is located in an urban area in close proximity to residential developments and several schools. Only 2% of the City of Mentor's land is used for parks and recreation, and only 14% of Mentor residents live within a 10-minute walk from a park. Similarly, only 1% of Kirtland Hills residents live within a 10-minute walk from a park. The Trust for Public Land recommends, based on research on health and wellbeing, that every American resident have access to a public park within 10-minutes walking distance from their home. According to their ParkServe tool (interactive online mapping), the Property is earmarked as an area in which there is "high need" for park space to best accommodate residents within a 10-minute walk. The Cuyahoga Planning Commission found that the City of Mentor currently only uses 3% of its land for parks and recreation (the national average is 15%). The Whittlesey Beach Ridge Forest property will improve passive outdoor recreation opportunities for residents as well as protect much-needed green space for social, environmental, and economic wellbeing.

## **SDG 12 - Responsible Production and Consumption**

Goal: Ensure sustainable consumption and production patterns

Examples of project activities include, but are not limited to:

- ☑ Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- □ Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- □ Other

With planned development of the adjacent property, preservation of existing tree cover is critical to create share that will reduce temperatures associated with increased development. Keeping the forest intact will relieve heat effects that will result from urban expansion.

## SDG 15 - Life on Land

Goal: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss.

Examples of project activities include, but are not limited to the following with increased functionality of green infrastructure:

 $\boxtimes$  Plant or protect trees to reduce stormwater runoff

 $\hfill\square$  Select water-efficient trees for climate zone and drought resistance

- Create and/or enhance wildlife habitat to improve local biodiversity
- $\Box$  Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- $\Box$  Prevent soil erosion by protect steep slopes
- □ Improve infiltration rates
- $\Box$  Other

The Whittlesey Beach Ridge Forest project will protect important breeding habitat for seven total S1 and S3 species (two S1 species and five S3 species). In sum, high quality habitat supports: 2 State-Endangered bat species; 5 State Species of Concern (bat and bird); 5 State Species of Special Interest (bird); and *Mycoglaena quercicola*, a species of lichen identified as "new to Ohio."

The following seven (7) species are defined as endangered (S1) or rare (S3) species:

- Little Brown Bat (Myotis lucifugus) Ohio Endangered
- Tri Colored Bat (Permimyotis subflavus) Ohio Endangered
- Big Brown Bat (Eptesicus fuscus) Ohio Species of Concern
- Eastern Red Bat (Lariurus borealis) Ohio Species of Concern
- Hoary Bat (Lariurus cinereus) Ohio Species of Concern
- Silver Hair Bat (Lasioncycteris noctivagans) Ohio Species of Concern
- Red-headed woodpecker (Melanerpes erythrocephalus): Ohio Species of Concern

The following five (5) bird species are State Species of Special Interest:

- Black-throated Blue Warbler (Dendroica caerulescens)
- Veery (*Catharus fuscescens*)
- Brown Creeper (*Certhia americana*)
- Canada warbler (*Wilsonia canadensis*)
- Northern Waterthrush (Parkesia noveboracensis)



## **Summary of Project Social Impacts**

The Whittlesey Beach Ridge is located in an urban area of almost 50,000 residents. Preservation of 91 acres of old-growth forest will protect the benefits associated with trees including removal of air pollutants and creation of shade for UV exposure protection, extreme heat reduction, and urban heat effect relief. The Project Area is located along a major interstate, and preservation of the trees will maintain and overtime improve sound buffering and pollutant screening. The property will be managed as a park to provide public access and create nature experiences that will encourage recreation. The Project Area is also located within two miles of four schools that include preschool, elementary, and middle schools.



The Project area is located in an urban area in close proximity to residential developments and several schools. Only 2% of the City of Mentor's land is used for parks and recreation, and only 14% of Mentor residents live within a 10-minute walk from a park. Similarly, only 1% of Kirtland Hills residents live within a 10-minute walk from a park. The Trust for Public Land recommends, based on research on health and wellbeing, that every American resident have access to a

public park within 10-minutes walking distance from their home. According to their ParkServe tool (interactive online mapping), the Property is earmarked as an area in which there is "high need" for park space to best accommodate residents within a 10-minute walk. The Cuyahoga Planning Commission found that the City of Mentor currently only uses 3% of its land for parks and recreation (the national average is 15%). The Whittlesey Beach Ridge Forest property will improve passive outdoor recreation opportunities for residents as well as protect much-needed green space for social, environmental, and economic wellbeing.



The Whittlesey Beach Ridge Forest project will protect important breeding habitat for seven total S1 and S3 species (two S1 species and five S3 species). In sum, high quality habitat supports: 2 State-Endangered bat species; 5 State Species of Concern (bat and bird); 5 State Species of Special Interest (bird); and *Mycoglaena quercicola*, a species of lichen identified as "new to Ohio."

The following seven (7) species are defined as endangered (S1) or rare (S3) species:

- Little Brown Bat (Myotis lucifugus) Ohio Endangered
- Tri Colored Bat (Permimyotis subflavus) Ohio Endangered
- Big Brown Bat (Eptesicus fuscus) Ohio Species of Concern
- Eastern Red Bat (Lariurus borealis) Ohio Species of Concern
- Hoary Bat (Lariurus cinereus) Ohio Species of Concern
- Silver Hair Bat (Lasioncycteris noctivagans) Ohio Species of Concern
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